

CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NUMBER 30005241

TITLE OF WORK PROJECT
SW 10th Avenue & SW Yamhill Garage
Owners Representative

This contract is between the City of Portland ("City," or "Bureau") and Shiels Obletz Johnsen, Inc, hereafter called Consultant. The City's Project Manager for this contract is Chris Armes.

Effective Date and Duration

This contract shall become effective on June 1, 2016. This contract shall expire, unless otherwise terminated or extended, on December 31, 2018.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed 503,319.00 for accomplishment of the work.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Shiels Obletz Johnsen

Address: 1140 SW 11th Avenue, Suite 500, Portland, OR 97205

Employer Identification Number (EIN): 93-1283321

[INDEPENDENT CONSULTANTS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business Tax Registration Number: 307539

- Citizenship: Nonresident alien Yes No
- Business Designation (check one): Individual Sole Proprietorship Partnership Corporation
- Limited Liability Co (LLC) Estate/Trust Public Service Corp. Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

4. Early Termination of Contract

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to

terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

Required and attached // Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent consultant's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

In the event Consultant provides in excess of \$2,500.00 for services to the City in any fiscal year, Consultant shall obtain EEO certification from the City.

12. Equal Benefits

Consultant must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: Applicable Not Applicable

If applicable, the Consultant shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Consultant's Personnel: Applicable Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist.

30. Third Party Beneficiaries

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

1. PHASE 1 - Design Development, Permitting and Contract Documents
 - 1.1. Review and secure PBOT confirmation of the Recommended Design Concept as the basis for design development.
 - 1.2. Prepare a detailed work plan and update as necessary to reflect:
 - 1.2.1. Overall Project schedule assumptions compatible with those of the Design Team and CM/GC.
 - 1.2.2. Reporting and accounting procedures
 - 1.3. Compile and review relevant data required for site evaluation and the design work.
 - 1.4. Coordinate Project scope and schedule management with City-led project activities including City Council approvals, Green Garage Certification and similar approval processes and materials.
 - 1.5. Conduct weekly Project Team meetings and promptly prepare and distribute meeting minutes.
 - 1.6. Prepare and submit Monthly Sub-consultant Payment and Utilization Report.
 - 1.7. Attend meetings with PBOT and PDC staff, management and committees as requested. Document meetings as appropriate.
 - 1.8. Assist PBOT with scoping for the Design Team, contract negotiations and implementation.
 - 1.9. Assist PBOT with management of the Design Team's contract.
 - 1.10. Assist PBOT with the selection of the CM/GC, contract negotiations and implementation.
 - 1.11. Assist PBOT with management of the CM/GC's contract.

- 1.12. Review the schematic design and construction contract drawings, specifications and cost estimates. Provide input into value engineering, phasing and constructability analysis.
- 1.13. Oversee and manage the design development and construction document preparation work performed by the Design Team.
- 1.14. With PBOT, prepare Project Budget reflecting all project costs.
- 1.15. Prepare monthly Project status reports, including Project Budget status report and updated overall Project Schedule.
- 1.16. Ensure timely delivery of design and construction document drawings, specifications and cost estimates at designated milestones in the project schedule.
- 1.17. Coordinate development cost estimates during schematic, design development and construction document phases including the Design Team's independent cost consultant and CM/GC's cost estimates. Compare cost estimates and reconcile discrepancies with the Design Team and the CM/GC and present the estimates to PBOT Project Manager at these milestone dates. Assist with analysis of Project Budget vs. cost estimates and cash flow schedule.
- 1.17.1. Schematic Design – 100%
- 1.17.2. Design Development – 50%
- 1.17.3. Design Development – 100%
- 1.17.4. Construction Documents – 50%
- 1.17.5. Construction Documents/Permit Set – 90% (basis of Guaranteed Maximum Price)
- 1.18. Ensure delivery of conformed sets of plans and specifications and assemble complete copy of all contract documentation.
- 1.19. Coordinate meetings with PBOT, Bureau of Development Services (BDS), other City Bureaus, Portland Streetcar, TriMet, the Garage Operator and other government entities as necessary; assist with permit submittals and coordination of building permits for the Project and its construction.
- 1.20. Assist in preparing the CM/GC documents and completing contract negotiations for the contract.
- 1.21. Assist PBOT with conflict resolution and dispute resolution for the duration of the design and construction of the Project.
- 1.22. Assist PBOT with oversight and management of all contracts required for the Project.
- 1.23. Prepare statement of level of confidence in cost estimates and GMP based on COP Confidence Level Rating Index.
- 1.24. Prepare and implement Contract Administration Plan outlining responsibilities and document control procedures for administration of the construction contract.
- 1.25. Integrate Public Involvement Plan preparation and implementation into ongoing project work as appropriate. A more detailed description of Phase 1 Community Outreach scope of services follows.
2. PHASE 2 - Construction and Closeout Phase
- 2.1. Conduct weekly Project Team meetings involving Design Team, Contractor and designated City staff and promptly prepare and distribute meeting minutes.
- 2.2. Prepare Monthly Subconsultant Payment and Utilization Report.
- 2.3. Manage selection of and oversee contract(s) with special inspections and other consultants as required.
- 2.4. Monitor implementation of construction quality assurance program.
- 2.5. Implement Contract Administration Plan outlining responsibilities and document control procedures for administration of the construction contract.
- 2.6. Assist PBOT with the Project construction and implementation process and contract administration including:
- 2.6.1. Ensure timely review and approval of shop drawings and samples by design team and PBOT.
- 2.6.2. Track review and responses to Requests for information (RFI).
- 2.6.3. Ensure timely review and response to Substitution Requests by Design Team and PBOT.
- 2.6.4. Monitor and track force accounts.

- 2.7. Conduct regular site observations and work with Design Team and CM/GC to resolve field issues.
- 2.8. With Design Team, prepare and issue Construction Change Directives and Change Orders for PBOT approval.
- 2.9. Prepare and issue other project documentation in conformance with Contract Administration Plan.
- 2.10. Ensure completeness, accuracy and timely processing of progress payments, including:
 - 2.10.1. Ensure CM/GC provides BOLI Certified Payrolls as applicable.
 - 2.10.2. Ensure CM/GC provides lien waivers from Sub-contractors.
 - 2.10.3. Ensure CM/GC provides monthly Sub-consultant Payment and Utilization Reports.
 - 2.10.4. Ensure CM/GC provides bond and insurance documentation.
- 2.11. Assist PBOT to review and respond to claims made by Contractor pursuant to construction contract.
- 2.12. Assist PBOT with the Project closeout process including:
 - 2.12.1. Oversight of punch list preparation and completion.
 - 2.12.2. Ensuring CM/GC completes removal of all temporary facilities and related utilities.
 - 2.12.3. Oversight of review and approval of final payments and work with PBOT to complete final accounting.
 - 2.12.4. Ensuring timely development and delivery of as-built records.
 - 2.12.5. Ensuring contractor provides warranties for work, products and materials as required by the construction contract.
 - 2.12.6. Delivery of design and construction document drawings, specifications and permit revisions.
 - 2.12.7. Securing certification of substantial completion by Architect and CM/GC.
 - 2.12.8. Delivery of a complete electronic set of design documents (plans and specifications), permits, construction documents (plans and specifications), reports and as-built drawings in the format desired by PBOT.
- 2.13. Integrate public involvement and stakeholder considerations into ongoing project work as appropriate. A more detailed description of Phase 2 Community Outreach scope of services follows:

1) Phase 1 Design, Permitting and Contract Documents

Kick-off: Within five business days of a signed contract, EnviroIssues will be available to meet with key consultant and agency staff to kick off the project. The goal of the meeting is to understand desired outcomes, potential sources of conflicts, and the types of information and exhibits available to inform the public outreach program. From that point forward, EnviroIssues will be in regular communication with SOJ and the City's representative related to public outreach to advance and implement the public involvement and outreach program.

Public Involvement and Outreach Plan: EnviroIssues will develop questions for and conduct up to eight stakeholder interviews with large and small businesses in the area to understand key concerns and business needs before drafting the public involvement and outreach plan, which will guide the rest of the project. The outreach plan will include goals, objectives, audiences, and communications tools, schedule and evaluation metrics. The final plan will incorporate PBOT's comments on the draft.

Business Outreach: During the initial phase of work, outreach will focus on developing relationships and gaining information from businesses in the surrounding area that will be most affected by the reduced parking availability.

Early outreach activities during the Design Development phase will include:

- Coordinating and facilitating business, bureau and/or stakeholder meetings to advance the design planning process and prevent construction conflicts
- Distributing a postcard with survey link to all businesses in a two to four block radius to introduce the project and gain business contact information
- Conducting door-to-door outreach with businesses in the same area to establish lines of communication for construction
- Establish a simple, yet friendly project website to share current information and receive business/public questions
- Tracking all communications using EnviroIssues' software, EnviroLytical, to assure timely responses

This task also includes monthly invoicing.

Deliverables:

- Prepare for and participate in 3-hour project kick off meeting
- Coordinate/facilitate stakeholder meetings and document action items (up to five 1-hour meetings)
- Respond to business questions (up to 8 per month)
- Stakeholder interviews (up to eight 0.5 hour interviews)
- Memorandum that summarizes stakeholder interviews
- Draft and final public outreach plan with schedule
- Draft, design and distribute post card with online survey link to all businesses within 2-3 blocks of garage
- Implement survey and analyze results (assume 300 responses)
- Door-to-door outreach to expand reach of mailing (assume 200 contacts)
- Establish and maintain contact database using EnviroLytical
- Establish and maintain simple and friendly project website with up to 4 pages throughout project
- Monthly invoices (up to 27)

Phase 2 Construction, certification and start-up

During construction, EnviroIssues will coordinate with PBOT, businesses and customers to ensure all have timely and accurate information about project progress and alternate parking resources. EnviroIssues will develop informational tools to keep customers informed based on research and the public involvement and outreach plan from Phase 1. This will likely include posters or table tents to use at registers about parking options, fliers with coupons for parking discounts elsewhere and ongoing updates via emails and mailings at project milestones. In addition, EnviroIssues will staff a project hotline so businesses or customers may gain quick access to information. All incoming and outgoing communications will be tracked using a communications tracking database to ensure all emails or phone calls received via the hotline or website are answered quickly and respectfully. EnviroIssues will regularly provide updates to PBOT and SOJ about project communications.

Assumptions:

- Hotline calls will go to a recorded number and returned within one business day. Project emails will be answered within three business days.

Deliverables:

- Informational materials to distribute in person, electronically and mail at key milestones; coordinate distribution (up to 8 materials)
- Staffed hotline to provide telephone responses within a day (assume an average of 4 calls per week)
- Track and respond to email inquiries (assume 4 emails per week)

CONSULTANT PERSONNEL

The Consultant shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Carter McNichol	Principal in Charge
Kim Knox	Project Manager
Dan Naughton	Construction Administration
Gary Hopkins	Construction Observation

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
EnviroIssues	Public Outreach	\$85,404

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Contractor Resources.

COMPENSATION

The maximum that the Consultant can be paid on this contract is \$503,319.00 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Consultant's compensation will be based on the Consultant's bills previously submitted for acceptable work performed and approved.

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed those set forth below:

NAME	ROLE ON PROJECT	MAXIMUM HOURLY RATE
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Carter McNichol	Principal in Charge	\$195.00
Kim Knox	Project Manager	\$155.00
Dan Naughton	Construction Administration	\$130.00
Gary Hopkins	Construction Observation	\$155.00

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

- **
- **

Subconsultant Maximum Hourly Billing Rates

Name	Role on Project	Maximum Hourly Rate
Anne Presentin	Outreach Senior Associate	\$149.00
Bridger Wineman	Public Outreach Lead	\$82.00
Emma Sagor	Outreach Assistant	\$67.00
Nicole Schmidt	Graphic Designer	\$106.00
TBD	Reviewer	\$149.00
Justin Haight	Web Developer	\$121.00

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed zero%.

Progress Payments

On or before the 15th of each month, the Consultant shall submit to: PBOTContracts@portlandoregon.gov an electronic copy(pdf only) invoice for work performed by the Consultant during the preceding month. The invoice shall be on the prime contractors business letterhead and contain the City's Contract Number and any Task Order number, as applicable, the PBOT Project Managers name, and set out all items for payment including, but not limited to: invoice number, period services were performed for, the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, as applicable. A summary shall be provided per invoice showing, Current amount billed, past invoices billed but unpaid, invoices paid to reflect total amount billed as of invoice date against contract total. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract, if subconsultants were used under this contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

I, undersigned, am authorized to act on behalf of entity designated below, and I hereby certify that this entity has current Workers' Compensation Insurance.

Consultant Signature: _____ Date: _____ Entity: _____

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONSULTANT CERTIFICATION STATEMENT:

As an independent Consultant, I certify that I meet the following standards:

- 1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
- 2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent Consultant in the previous year; and
- 3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Consultant: check four or more of the following:

- _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- _____ D. Labor or services are performed only pursuant to written contracts;
- _____ E. Labor or services are performed for two or more different persons within a period of one year; or
- _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Consultant Signature Date

FOR CITY USE ONLY

PROJECT MANAGER-COMPLETE ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
ORS 670.600 Independent Consultant standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent consultant" if the standards of this section are met. The contracted work meets the following standards:

- 1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
- 2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
- 3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
- 4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
- 5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature Date

CONSULTANT SIGNATURE:

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600.

Shiels Oblatz Johnsen, Inc

BY: _____ Date: _____

Name: _____

Title: _____

CONTRACT NUMBER: 30005241

CONTRACT TITLE: SW 10th Avenue & SW Yamhill Garage Owners Representative

CITY OF PORTLAND SIGNATURES:

By: NA _____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: NA _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney