

Exhibit A

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

CONTRACT NUMBER 30005341

TITLE OF WORK PROJECT
Livable Streets Strategy Development

This contract is between the City of Portland ("City," or "Bureau") and Nelson\Nygaard Consulting Associates, Inc, hereafter called Consultant. The City's Project Manager for this contract is Sara Figliozi.

Effective Date and Duration

This contract shall become effective on July 15, 2016. This contract shall expire, unless otherwise terminated or extended, on December 31, 2017.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$149,158 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): Nelson\Nygaard Consulting Associates, Inc

Address: 621 SW Morrison Street, Suite 950 Portland, OR 97205

Employer Identification Number (EIN): 58-2592493

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

City of Portland Business Tax Registration Number: 422739

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

Please see attached Exhibit B which is hereby incorporated into this contract by reference

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
TBD	

SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
TBD		\$
		\$
		\$

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 \$149,158 (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	HOURLY RATE
TBD		

Standard Reimbursable Costs

There are no reimbursables allowed under this contract

Subconsultant Costs

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

Adjustment of Labor Rates Due to Inflation

Annual adjustment of hourly rates will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City’s discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the contract;
- No more than one increase shall be granted per contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

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.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

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.

Nelson\Nygaard Consulting Associates, Inc

BY: _____ Date: _____

Name: _____

Title: _____

CONTRACT NUMBER: 30005341

CONTRACT TITLE: Livable Streets Strategy Development

CITY OF PORTLAND SIGNATURES:

By: NA _____ Date: _____
Bureau Director

By: NA _____ 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

Livable Streets Statement of Work

Task 1: PROJECT MANAGEMENT AND COORDINATION

- Consultant shall manage and coordinate the Livable Streets Strategy development process in partnership with the City.
- Consultant shall provide leadership, direction, and control of the Consultant's production efforts. This project management and coordination effort is budgeted based on a 10-month project schedule.
- Consultant will facilitate a kickoff meeting to discuss the scope, schedule, timeline, and desired outcomes of the project. Key roles and responsibilities will be documented in a project charter, which will be updated periodically with decisions made, to serve as a compass heading for the life of the project.
- Consultant will meet with the project manager on a bi-weekly basis (twenty times) to discuss project deliverables, schedule, and upcoming work.
- Consultant will meet with the Project Team monthly. Consultant will prepare agendas, facilitate the meetings with the assistance of the project manager, and summarize the decisions in the project charter.

ASSUMPTIONS

- The kickoff meeting will be two hours in length
- The project duration will be ten months
- Bi-weekly meetings will be 1 hour in duration and two members of the consultant team will attend
- The monthly project team meetings will be 1.5 hours in duration
- Check-in meetings will be by phone
- Project team meetings will be at PBOT offices

DELIVERABLES

- Project Schedule
- Meeting Agendas, Facilitation, and Action Items for 30 Meetings
- Project Charter, revised monthly

Task 2: Develop Existing Conditions Through Evaluation of Current Programs

Review of PBOT provided materials

- Consultant will evaluate and summarize the City's current programs and processes related to community uses of the right-of-way (ROW) to determine how they support existing and future applications in the priority program areas.
- Consultant will review requirements of additional agencies, including Fire Marshall's office, OLCC/ONI, ODOT, Metro, and the Multnomah County.
- Consultant will detail all relevant existing plans, regulations, and rules to summarize current regulatory approach.
- Consultant will map all past and current projects by program area type.

Internal interviews

- Consultant will conduct five interviews with City employees or representatives from other agencies and bureaus regarding the processes utilized to permit a variety of project types.
- Consultant will map out the current process for existing and past community placemaking projects and *identify gaps*.

External party identification

- Consultant will identify potential NGO and non-profit partners (for example TMAs and Portland Business Alliance) that could bring programming community champions to support placemaking programming, such as public plazas.

Worksession 1 – Application

- Consultant will prepare for The Secret Lives of Permits work session (potential participants include City of Portland staff, Multnomah County staff and past applicants) to analyze the lifecycle and processes of past placemaking applications.
- Consultant will provide a summary report
- Consultant will summarize results for presentation to the SAC subsequent to choosing the priority program areas.

Document opportunities and challenges

- Consultant will identify key opportunities and challenges, including an analysis of what processes and policies PBOT should explore further to achieve the Livable Streets Program goals, within the current cost constraints of the five-year financial forecast and an ideal future.

ASSUMPTIONS

- Subtasks within this task will be conducted iteratively with the Best Practices Task
- The worksession will be two hours in duration
- PBOT project manager will invite attendees and schedule rooms for interviews and worksession
- The project deputy manager will conduct five one hour interviews by phone
- The PBOT Project Manager will review (and circulate) the draft summary report and provide consolidated non-contradictory comments for revision

DELIVERABLES

- Preparation for, attendance at, and follow up for interviews and worksession
- Draft and Final Summary report evaluating existing programs and permitting process
- Process Maps and Map of Past/Current Project Locations by Type

Task 3: Best Practices Recommendations

Define best practices and conduct interviews

- Consultant will research and interview six peer cities to understand the life and limits of livable streets initiatives, including:
 - site selection and evaluation criteria,
 - design guidance/standards,
 - public/private partnership strategies,
 - criteria for assessing readiness of community partners in implementing livable streets pilot projects
 - permitting opportunities,
 - inspection and enforcement actions,
 - management tools (including maintenance agreements, liability requirements, vendor licensing, programming strategies),
 - monitoring and evaluation techniques,
 - strategies to facilitate community initiated projects

Best practices memo and presentation

- Consultant will produce a Best Practices Memo that will describe common and unique features of the peer cities' programs, including policies, regulatory framework, permitting processes, fees, and enforcement and management tools for up to ten priority program areas by the project team.
- Consultant will provide a draft of Memo to Project Team for feedback and review, before presenting it to the SAC.

Develop Framework for Policy, Regulatory, and Management Gap Analysis

- Consultant will compare PBOT identified needs with the policies and regulations utilized by peers in a matrix in preparation for the Policy Gap Analysis.

ASSUMPTIONS

- The consultant will conduct six interviews by phone
- The PBOT Project Manager will facilitate gathering of PBOT identified needs
- The PBOT Project Manager will review (and circulate) the draft interview guide and the draft memo and provide consolidated non-contradictory comments for revision

DELIVERABLES

- Draft and final interview guide
- Draft and Final Best Practices/Peer City Memo informed by six interviews with peer cities, supplemented by research

Task 4: Draft Livable Streets Overarching Goals

Draft Overarching Strategy Goals

- Based on input from Project Team and SAC, consultant will work will develop, articulate and document recommendations for Overarching Livable Streets Strategy goals.

Draft Program Area Goals

- The consultant team will develop draft goals for each program area.
- The consultant team will work with the Project Team to gather SAC input regarding the objectives essential to each individual program area, and revise draft goals based on input.

Final Goals

- Consultant will develop final overarching and program area goals for inclusion in the Strategy Document, after final input from PBOT leadership.

ASSUMPTIONS

- Draft program goals will be submitted following the first stakeholder committee meeting
- The PBOT Project Manager will review (and circulate) the draft overarching livable streets strategy goals and provide consolidated non-contradictory comments for revision

DELIVERABLES

- Overall Program goals (two revisions)
- Three Program Area Goals and Objectives (two revisions)

Task 5: Policy, Regulatory, and Management Tool Gap Analysis

Policy and Regulation Gap Analysis

- Consultant will produce a matrix of policy, plan, and code language in use by other cities for consideration of local additions, amendments, or deletions.

- Consultant will compare the management tools exercised by peer cities with the tools desired by PBOT stakeholders
- Consultant will address the challenges created by MUTCD traffic control regulations and how they impact the attractiveness and placemaking goals of temporary installations.

Prioritize Potential Policy and Regulatory Changes

- Consultant will identify policy and regulatory inconsistencies as well as identify potential solutions at a conceptual level for each identified conflict.
- Consultant will recommend a comprehensive list of potential policy and regulatory changes and management tools needed to implement ten priority Livable Streets program areas.
- Consultant will facilitate a conversation with the project team and SAC to confirm those of the highest priority midway through the project.

Draft essential policy and regulatory language

- Consultant will identify a draft policy statement that provides guidance to the City regarding how to balance placemaking and community uses with other uses of the right-of-way.
- Consultant will identify in track changes the amendments and new code language necessary to implement the Livable Streets programs.
- Consultant will prepare two drafts with an opportunity for SAC review and comment in between.

Recommend Management Tools

- Consultant will draft recommendations for program management will be proposed in this phase and developed further as the draft strategy document is assembled.

ASSUMPTIONS

- Some ordinance or regulatory changes may be recommended but deferred as future action items for staff when it comes time to act on lower-priority program areas.

DELIVERABLES

- Interview Summaries;
- Policy, Code, and Management Tool Gap Analysis (matrix)
- Recommendations for Changes, Draft and Final High-Priority Policy and Code Language

Task 6: PROGRAM AREA RECOMMENDATIONS

Potential Program Areas and Features

- Consultant will work with PBOT Project Team to organize and facilitate a Stakeholder Advisory Committee meeting to extract desired placemaking features and to elaborate on and prioritize the potential program areas.
- The Consultant will facilitate the prioritization of potential program areas based on SAC interest and the set of preliminary goals

Recommendation of High Priority New Livable Streets Program Areas

- Consultant will recommend program prioritization criteria and work with the project team to recommend a final selection of program areas.

Identify Pilot Project Concepts for Each Program Area

- Consultant will document pilot project concepts
- Consultant will identify and propose new pilot locations and projects to PBOT Management Team.
- Consultant will create a comprehensive list of potential pilot project concepts.

Summary Memo on Program Area Recommendations

- Consultant will produce a memo recommending new highest priority program areas, goals, scope, concepts, and performance measures.

ASSUMPTIONS

- PBOT project manager will invite attendees and schedule rooms for the meeting
- The PBOT Project Manager will review (and circulate) the program area memo provide consolidated non-contradictory comments for revision

DELIVERABLES

- Preparation for, attendance at, and follow up for SAC meeting
- Summary Report on Program Area Recommendations, including potential Pilot Project Concepts

TASK 7 Livable Street Strategy Framework and Program Implementation Tools

Confirm Necessary Framework for Existing and New Program Area Implementation

- Consultant will use existing conditions, best practices, and gap analysis research to confirm the framework for existing and new program area implementation. In this work the Consultant will address policy barriers/gaps, design, financing, equity, communications, permitting, programming, inspections, and enforcement.

Worksession 2 - Livable Streets Strategy and Program Implementation Tool Needs Worksession

- Consultant will facilitate a multi-agency work session to confirm issues and opportunities for new program areas (World café or creative session).

Refine framework for Livable Streets Strategy and Program Implementation Tools

- Consultant will provide options for tools and measures for inclusion within each program area.

Case Studies

- Consultant will prepare the implementation framework for three program areas for presentation to the SAC.
- Consultant will clearly outline strategies for implementation from idea to financing to execution and cleanup, including enforcement, maintenance agreements, and ongoing programming.

Draft Framework and Tools

- Consultant will draft applications and materials for the six (6) refined program areas, including instructions that:
 - Determine which program areas present opportunities for public/private partnership
 - Make site selection and evaluation criteria transparent
 - Recommend design guidance/standards

- Simplify the permit process
 - Formalize inspection and enforcement responsibilities
 - Describe maintenance and liability strategies
 - Describe vendor licensing and programming strategies (where appropriate)
 - Includes sample agreements for maintenance, liability, and programming.
 - Describe required and optional monitoring and evaluation techniques.
- The Consultant will look for opportunities for creative funding or leveraging opportunities from other City programs, grants or stakeholders.

ASSUMPTIONS

- The draft will be submitted to the project team, revised based on one set of non-contradictory comments, and prepared for review by the project team and SAC.
- The worksession will be two hours in duration
- PBOT project manager will invite attendees and schedule rooms for worksession and SAC meeting

DELIVERABLES

- Draft Livable Streets Program Framework and Implementation Tools and Community Application/Instructions Materials in MS Word
- Three case studies for use at SAC meeting

TASK 8 Program Implementation Recommendations

Select Pilot Projects

- Consultant, in consultation with Project Team, will use selection criteria to choose a total of six pilot projects for implementation within 12 months.

Develop Implementation Plans Using Program Tools

- Consultant will support six community-inspired project teams in completing their implementation plans.

Revise Framework and Tools

- Consultant will document the experiences of the project sponsors / volunteers in completing the application
- Consultant will work with the PBOT project team to determine which program elements require revision, and make changes to the Livable Streets Strategy document and tools as needed.

ASSUMPTIONS

- Revisions to livable streets strategy document and tools will be completed before pilot projects are executed
- PBOT project manager will provide one set of non-contradictory revisions to tools

DELIVERABLES

- Six Implementation Plans using Draft Livable Streets Program Framework and Implementation Tools
- Revised livable streets strategy document tools

TASK 9 Final Livable Streets Strategy Document

Director's Team Briefing

- Consultant will draft an Executive Summary describing changes and, where appropriate, provide strikethrough language for review by the legal team in advance of the Council Meeting.
- Consultant will coordinate with Project Team on timing of briefing.

9.2 Council Agenda Report

- Consultant will prepare the draft Livable Streets Strategy document from research, approved goals, policy scan, framework strategies, and implementation tool development. Document will include summary maps of immediate and future actions.
- Consultant will prepare, as a separate document, a summary of proposed policy and code amendments to take to Council.

9.3 Final Livable Streets Strategy Document

- Consultant will revise the documentation as needed, based upon any Council comments.

ASSUMPTIONS

- One Director's team meeting
- PBOT Staff will prepare Council Report
- Proposed code amendments will be adopted subsequent to this project

DELIVERABLES

- Draft and revised draft of the Livable Streets Strategy, accompanied by related maps, proposed policy/code amendments, and Framework and Implementation Tools package.

TASK 10 Engagement

Multi-Bureau Technical Advisory Workgroup (Worksessions (3))

- Consultant support PBOT Staff in convening three, internal City working-group meetings to confirm the direction of the project
 - **Meeting 1:** The secret lives of livable streets permits (Process Workshop)
 - **Meeting 2:** What next? Confirming issues and opportunities for new program areas (World café or creative sessions)
 - **Meeting 3:** Test run implementation tools
- The Consultant team will lead these meetings

Stakeholder Advisory Committee

- Consultant will co-facilitate five (5) SAC meetings with the PBOT project manager.
 - **Meeting 1:** Prioritize program areas and essential program features; Assist in developing overarching and program area goals objectives and performance measures and activities
 - **Meeting 2:** Confirm policy regulatory and management areas for review based on existing conditions and best practices report
 - **Meeting 3:** Confirm highest priority policy and regulatory needs; Inform pilot project selection criteria; Offer Livable Streets Strategy tools and program implementation recommendations
 - **Meeting 4:** Present Livable Streets Framework and Strategy document; Review selected pilot projects
 - **Meeting 5:** Final Report

- Consultant will conduct a pre-meeting (over phone) with project manager to decide agenda for meetings, one week in advance.

Public Meetings

- The Consultant team will attend up to six (6) public meetings for one hour each.
- The consultant will develop a template for use by the PBOT project team for preparing meeting materials

Public Outreach

- Nelson\Nygaard will prepare up to 4 project updates for use by PBOT as it activates its external-facing public outreach plan.

Action Updates Sessions

- Consultant will provide updates to Portland Progress work group leads and division managers, as requested, as part of the Portland Progress Update.

ASSUMPTIONS

- Worksessions will be 2 hours in duration
- SAC meetings will be 1.5 hours in duration
- PBOT project manager will coordinate invitations and meeting rooms for all meetings, and will craft agenda for SAC meetings
- PBOT will lead all elements of public facing engagement
- PBOT will initiate requested updates to Portland Progress

DELIVERABLES

- Worksession Meeting Agenda and notes for later use (3)
- SAC Meeting co-facilitation and notes for later use (5)
- Public meeting and outreach support
- Attendance at 6 public meetings