

## AGREEMENT FOR PROFESSIONAL SERVICES

This agreement, made and entered into this eighteenth day of June, 1981, by and between the City of Portland, State of Oregon (hereinafter referred to as the "City"), and GMA Research Corporation, Consultant (hereinafter referred to as the "Consultant").

## WITNESSETH THAT:

WHEREAS, the City desires to engage the Consultant to provide such services as are herein described relative to conducting survey research for the Services Research Division; and

WHEREAS, the Consultant represents to the City that it has sufficient experience and expertise to enable it to provide such service to the City;

NOW, THEREFORE, the parties do mutually agree as follows:

A. Scope of Consultant's Services

The Consultant agrees to perform in a professional and timely manner the following services:

## PHASE I. PLANNING ELEMENT

Task 1. Complete a detailed work program by July 8, specifying procedures that will be employed to complete the following activities:

- ° Pretesting questionnaire including recommendations for revisions;
- ° Interviewer training;
- ° Field work, supervision, and verification;
- ° Coding, keypunching, and verification;
- ° Data processing;
- ° Presentation of survey results

Task 2. Establish a random and representative sample sufficient to:

- ° Ensure a 95% confidence level of City-wide results;
- ° Permit a reliable sub-group analysis of eight geographic areas within the City specified by the Research Director;
- ° Complete 1180 telephone interviews and 20 personal interviews ensuring two call-backs before initiating substitution process.

Task 3. Conduct a minimum of one pretest of the final questionnaire within the City of Portland, interviewing a minimum of 25 respondents.

## PHASE II. IMPLEMENTATION ELEMENT

- Task 1. Administer the survey and verify a minimum of 15 percent of the completed interviews.
- Task 2. Computer code "other" answers with five percent or more response.
- Task 3. Key punch and ensure verification of raw data.
- Task 4. Provide the Research Director with 2 bound and one unbound copies of photo-reduced 8 1/2 inch by 11 inch computer printouts on or before September 1, 1981.
- Task 5. Provide the Research Director with 1 complete:
  - ° Code book listing responses coded into computer categories;
  - ° Set of keypunched cards.

## PHASE III. ANALYSIS ELEMENT

- Task 1. Provide cross tabulations of all data by 24-26 categories, plus grand totals of the results by September 1, 1981.
- Task 2. Provide a technical appendix detailing the methods and techniques used in the implementation and data processing of the 1981 City Services Survey.

B. Services To Be Provided By The City

The City will provide a questionnaire to the Consultant. In the event that any information, data, reports, records, and maps are existing and available are useful for carrying out the work as described in Section A, this information shall be promptly furnished to the Consultant.

C. Changes

The City may require or request changes in the scope, implementation, and/or evaluation of services of the Consultant to be performed hereunder. Such changes, including appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and among the City and the Consultant project leader, shall be incorporated in written amendments to this Agreement.

D. Supervision

All work carried out by the Consultant shall be under the supervision of the Services Research Division Director, Mary McArthur. The Consultant will maintain weekly contact with the Research Director and will notify her immediately, in writing, of any unforeseen problems encountered or foreseen in performing the services described in this Agreement.

E. Time of Performance

The Consultant shall execute the tasks described in Section A by September 1, 1981. Time is of the essence in the performance of this contract. The parties agree that damages will be difficult or impossible to ascertain and Consultant agrees that the City may withhold as liquidated damages from the contract sum, fifty dollars per day for each and every day the Consultant is late in completing the tasks required herein, unless delay is caused through no fault of the Consultant, or excused by the City.

F. Compensation and Payment

The City shall compensate the Consultant as provided in this section, provided that the maximum compensation to the Consultant shall not exceed \$16,200 dollars for the agreement period, except as may be agreed upon pursuant to Section C, above. The compensation shall be based on the following schedule:

- I. Upon completion of the phase entitled, "Field work, supervision, and verification," set forth in Task I by August 17, the City agrees to pay fifty percent of the total contract amount.
- II. The City agrees to pay the remaining fifty percent upon review and acceptance of the final products. In no event shall the City be liable for any amounts in excess of those provided in Section F.

G. Effective Date

This Agreement shall become effective upon the execution of the Agreement by both parties.

H. EEO Certification

Consultant shall comply with Chapter 3.100 of the City Code pertaining to Equal Employment Opportunity.

I. Legal

If a contract is awarded, the Consultant agrees as follows:

1. This Agreement is entered into and shall be governed under the laws of the State of Oregon.
2. All statutory, charter, and ordinance provisions that are applicable to public contracts in general, in the City of Portland and the State of Oregon, are hereby incorporated by reference and shall be followed with respect to this contract.

3. No official or employee of the City, who is authorized in any official capacity to negotiate, accept, approve or take part in such decisions on this contract and project, shall have any financial or personal interest in this contract or a sub-contract thereof.
4. Consultant agrees to hold harmless, defend and indemnify the City of Portland, its officers and employees against any and all claims for damage to property or injury to person(s) which arise in whole or in part out of the activity to be conducted by Consultant in the performance of this agreement.
5. Consultant agrees to provide City with a certificate establishing that he has qualified (a) as a direct responsibility employer as provided pursuant to ORS 656.407 (Workers' Compensation), or (b) as a contributing employer as provided by ORS 656.411, or (c) if the contract is to be performed without the assistance of others, he will sign a joint declaration with the City that the services are rendered as those of an independent contractor.

J. Disclosure

Except as provided by law, the Consultant will not voluntarily divulge or release any information, reports or recommendations developed or outlined in connection with performance of this contract except to authorized City personnel or upon prior written approval of the Research Director.

CITY OF PORTLAND

CONSULTANT

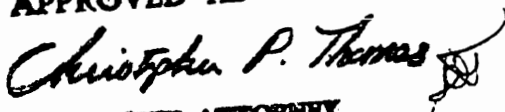
\_\_\_\_\_  
Francis Ivancie, Mayor  
City of Portland, Oregon

  
\_\_\_\_\_  
Robert Judson  
Vice President  
GMA Research Corporation

DATE: \_\_\_\_\_

DATE: 6/18/81

APPROVED AS TO FORM

  
CITY ATTORNEY

## ORDINANCE No. 151807

An Ordinance authorizing a contract with GMA Research Corporation for \$16,200 to conduct a public opinion survey as part of the Neighborhood Information Profiles within the Services Research Division of the Office of Fiscal Administration, authorizing the drawing and delivery of a warrant, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. GMA Research Corporation, Portland, Oregon, was the lowest responsible bidder for survey research for the Neighborhood Information Profiles within the Services Research Division of the Office of Fiscal Administration.
2. Award of a contract to said bidder for completing said project has been unanimously recommended by a Consultant Selection Committee and approved by the Commissioner-in-Charge.

NOW, THEREFORE, the Council directs:

- a. The Mayor hereby is authorized to execute a contract (Exhibit A) with the responsible bidder for the services described in Section 1, hereof.
- b. The Mayor and the Auditor are hereby authorized to draw and deliver a warrant for an amount not to exceed \$16,200, chargeable to the 1981-82 budget, Services Research Division of the Office of Fiscal Administration, BUC No. 30500059, Line Item 210, when demand is presented, approved by the proper authorities.

Section 2. The Council declares that an emergency exists because a delay in proceeding with the survey may result in additional expense, and will unnecessarily deprive the City of benefits of completion of the contract at an early date; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, JUN 24 1981

Mayor Francis Ivancie  
FI:MMc:HAH  
June 16, 1981

Attest:

  
Auditor of the City of Portland

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	1	
LINDBERG	1	
SCHWAB	1	
STRACHAN	1	
IVANCIE	1	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Calendar No. 2052

## ORDINANCE No. 151807

### Title

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Filed JUN 19 1981

GEORGE YERKOVICH  
Auditor of the CITY OF PORTLAND

*Gordon Powell*  
Deputy

INTRODUCED BY
Mayor Francis Ivancie

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>FJI/MK</i>
Safety
Utilities
Works

BUREAU APPROVAL	
Bureau: Office of Fiscal Administration	
Prepared By: Mary McArthur	Date: 6/18/81
Budget Impact Review:	
<input type="checkbox"/> Completed	<input type="checkbox"/> Not required
Bureau Head: <i>Mark Gardiner</i>	

CALENDAR	
Consent	Regular <input checked="" type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer