

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement for professional services is made and entered into this _____ day of June, 1981, by and between the City of Portland, State of Oregon (hereinafter referred to as the City), and Don Barney & Associates, Inc., (hereinafter referred to as Consultant):

WITNESSETH THAT:

WHEREAS, the City is undertaking a commercial district air quality project under an agreement with METRO; and

WHEREAS, the City desires to engage the Consultant to provide such services as are herein described relative to that project; and

WHEREAS, the Consultant represents to the City that it has sufficient expertise and experience to enable it to provide such advice 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 activities described in Attachment "A".

B. CONSULTANT RESPONSIBILITIES/CITY RESPONSIBILITIES

1. The Consultant will be responsible for all of the tasks outlined in Section A.
2. The City will be responsible for the following:
 - a. Act as a liaison, when necessary, between the consultant and citizen groups involved in the study.
 - b. Provide the Consultant with demographic data and maps easily obtained through City offices.

C. CHANGES

The City may from time to time require or request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and among the City, the Consultant, and the funding agencies 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 Transportation Planning Section of the Bureau of Planning. Nancy Richardson will act as project manager. The consultant shall provide oral progress reports to the project manager at a minimum of every two weeks.

E. TIME OF PERFORMANCE

The Consultant shall execute the tasks described commencing immediately upon execution of this agreement by both parties. The work will be completed within 3 months of the contract date. All draft materials presented to the Bureau staff for review and approval will be returned within 5 full working days of the time received. If not, the 3 month limit will be extended by the number of days of resulting delay.

F. COMPENSATION

The City shall compensate the Consultant as provided in this section, provided that the maximum compensation to the Consultant shall not exceed the sum of twenty two thousand, five hundred dollars (\$22,500) for the agreement period.

1. Consultant shall be compensated on the basis of actual cost of labor, time and materials as set forth in Attachment "A," an amount not to exceed \$22,500.

G. BILLINGS AND PAYMENT

1. Billings.

On or after the 30th day of each month, Consultant may invoice the City for that portion of the Agreement sum which reflects the number of hours of actual labor, reimbursable expenses during the previous month, and the fee specified. Each invoice shall be supported by a general description of such labor, reimbursable expenses, and fee or such other evidence of Consultant's right to payment as City may direct. Each invoice must be approved in writing by the City prior to payment.

2. Payments.

City shall pay Consultant the amount of all approved invoices within thirty (30) days after receipt of same, except that City may retain ten (10) percent of all invoices until the final work products are delivered to the project manager according to the delivery schedule agreed upon in Section E above.

H. SUBCONTRACTING

It is mutually understood that the Consultant will subcontract for services and personnel as described in the proposal dated June 17, 1981. For purposes of this Agreement, ensuing contract performance and all claims for payment are to be the responsibility of the Consultant exclusively.

I. EFFECTIVE DATE

This agreement shall become effective upon the execution of the agreement by all parties.

J. EEO CERTIFICATION

Consultant shall comply with Chapter 3.100 of the City Code pertaining to Equal Employment Opportunity, as well as the requirements of the funding agency described in Attachment "B".

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment notices to be provided by the Government setting forth the provision of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant shall incorporate such requirements in all subcontracts for program work.

K. ADDITIONAL DOCUMENTATION

In addition to that which has been provided herein, should the Urban Mass Transit Administration or the Metropolitan Service District require, Consultant will provide, at no additional cost, documentation of work program and resumes of employees involved.

L. INSURANCE AND HOLD HARMLESS

- 1. Workers Compensation. Consultant agrees to provide City with a certificate establishing that he has qualified as a direct responsibility employer or as a contributing employer pursuant to ORS Chapter 656, or 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.
- 2. Hold Harmless. Consultant agrees to hold the City, its officers and employees free and harmless, and to indemnify them for any and all claims from whatever cause arising out of the services provided by Consultant in performance of this agreement.

M. TERMINATION

- 1. General. This Agreement shall terminate upon completion of the tasks and reports specified in Section A.
- 2. Early Termination. This Agreement may be terminated by either party upon ten (10) days written notice should either party fail to perform in accordance with its terms through no fault of the other. In event of Consultant failure to perform, the City shall, prior to termination action, provide notice of deficiency giving seven (7) days for Consultant to correct same.

In the event that this Agreement is terminated early, the City will pay the Consultant amounts as specified in Section F. In no event shall the City be liable for any amount in excess of that provided in Section F.

Accepted by:

Date

Commissioner of Public Affairs

Date

Approved as to form:

City Attorney

ATTACHMENT "A"

SCOPE OF CONSULTANT'S SERVICES

1. Refine the work program.
 - a. Meet with the project manager to clarify the specific tasks and schedule of work, and to define the role and participation of Bureau of Planning staff and the Project Advisory Committee (PAC).
 - b. Prepare a final work program and time schedule.
2. Design and administer needs surveys for four target commercial areas.
 - a. Design a core survey to obtain information on each of the following groups: neighborhood residents, the business district, and shoppers. The surveys will provide the following information:
 - (1) Neighborhood residents:
 - What is their demographic and economic make-up? (available from existing City data.)
 - Where are they shopping?
 - What are their needs for convenience goods and services?
 - What goods and services are their commercial districts providing? What are they not providing?
 - Why do they shop at their neighborhood commercial district? Why do they not shop there?
 - What transportation modes do they use for shopping?
 - What would encourage them to use their commercial district more?
 - (2) Business district:
 - What convenience goods and services are provided? What is not provided?
 - What are the positive and negative attributes of the district as seen by the store proprietors?
 - What are the physical characteristics of the commercial district (e.g. , parking, traffic congestion, appearance, available space?)
 - What physical improvements could be made to increase use of the district?
 - What City services would be improved to increase use of the district (e.g., police protection, lighting, etc.)?
 - (3) Shoppers:
 - Where do the shoppers live?
 - Why do they shop there?
 - How do they get there?
 - What are their demographic and economic characteristics?

- b. The core surveys will be modified within each district according to:
 - (1) Specific requests made by the citizen groups, as long as they relate to the overall City goals for the project.
 - (2) Exclusion of certain survey questions due to similar work already performed within the district.
3. Conduct an improvement analysis for each target commercial area. The Consultant will use the results of the survey to analyze the specific factors in each target commercial area which will encourage increased pedestrian, bicycle, and one-stop auto use of the district.
 - a. Identify the market factors that would contribute to greater use of the district and assess the feasibility of providing the missing goods and/or services.
 - b. Identify the institutional or physical barriers to increased use of the neighborhood commercial district.
4. Prepare final products.
 - a. The Consultant will prepare 25 copies of a final report on each of the four target commercial areas including the following information:
 - (1) Results from the needs surveys, as outlined in Section 2.a.
 - (2) Analysis of the survey results as outlined in Section 2.b.
 - b. Prepare a brief overview report that gives an executive summary of the results from each area and an outline of the methodology employed.
 - c. Prepare a draft report on one target area to be reviewed by the PAC and to be used as the model format for the other report. The report must be useful to both the City offices and the neighborhood and commercial groups. The draft will be presented to the PAC within five weeks from the start of the contract.

5. Budget

Staff

1. Need Survey:	DB&A	\$ 4,500
	TC	2,400
	RHP	2,400
	PSU	3,050
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Sub Total		\$12,350 (Approx. 56% of total)
2. Improvement Analysis:	DB&A	\$ 3,200
	TC	1,000
	RHP	1,000
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Sub Total		\$ 5,200 (Approx. 24% of total)
3. Reports:	DB&A	\$ 3,100
	TC	600
		600
	<hr/>	
Sub Total		\$ 4,300 (Approx. 20% of total)
Staff Totals	DB&A	\$10,800
	TC	4,000
	RHP	4,000
	PSU	3,050
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TOTAL		<u>\$21,850</u>

Direct Costs

Mileage and parking	\$ 150
Printing and photocopying	350
Graphics	150
	<hr/>
TOTAL	<u>\$ 650</u>

Summary

Staff	\$21,850
Direct Costs	650
	<hr/>
TOTAL PROJECT	<u>\$22,500</u>

Attachment "B"

STATEMENT OF NONDISCRIMINATION

The Contractor agrees as follows:

1. Compliance with Regulations: The CONTRACTOR will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: During the performance of this Agreement, the CONTRACTOR agrees as follows:

a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, handicap, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin or handicap. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or handicap.

c. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further METRO contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11236 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin or handicap.

4. Interest of Members of or Delegates to Congress: No member of, or delegate to the Congress of the United States, shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

5. Minority Business Enterprise: In connection with the performance of this Agreement, the CONTRACTOR will cooperate with the project sponsor in meeting his/her commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to ensure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

6. Incorporation of Provisions: The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order or instructions issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as METRO or UMTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request METRO to enter into such litigation to protect the interests of METRO, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

ORDINANCE No. 151882

An Ordinance, authorizing an agreement for professional services with Don Barney & Associates, Inc., Consultant, to provide information for a Commercial District/Air Quality Project, at a cost not to exceed \$22,500; authorizing the drawing and delivery of warrants; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Pursuant to Ordinance No. 150610, the Council has accepted an agreement between the City of Portland and METRO for a neighborhood Commercial District/Air Quality Project designed to promote non-auto and/or one-stop auto shopping in the amount of \$60,000.
2. The 1981-82 Bureau of Planning Budget currently has sufficient funds for this agreement.
3. The Bureau of Planning requires the services of a professional consultant to design, administer, and analyze some survey work within target commercial districts, and has solicited consultant proposals from qualified consultants.
4. A consultant selection committee of City employees and outside professionals has reviewed the proposals submitted.
5. The consultant selection committee recommends Don Barney & Associates, Inc., Consultant, as possessing the skills and experience necessary to perform said task.

NOW, THEREFORE, the Council directs:

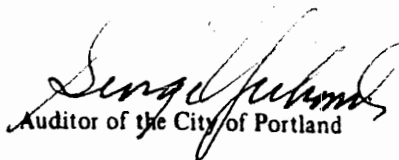
- a. The Mayor and the Auditor of the City of Portland are authorized to enter into an agreement with Don Barney & Associates, Inc., Consultant, in the form of Exhibit "A", attached to the original only hereof and by this reference made a part hereof and are authorized to draw and deliver warrants for payments due pursuant to this agreement, not to exceed \$22,500.

Section 2. The Consultant declares that an emergency exists because delay in authorization of the agreement may cause undue delay in performance of the described services; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUL 1 1981

Attest:

Commissioner Mildred Schwab
Nancy Richardson/db


Auditor of the City of Portland

Calendar No. 2179

ORDINANCE No. 151882

Title

An Ordinance, authorizing an agreement for professional services with Don Barney & Associates, Inc., Consultant, to provide information for a Commercial District/Air Quality Project, at a cost not to exceed \$22,500; authorizing the drawing and delivery of warrants, and declaring an emergency.

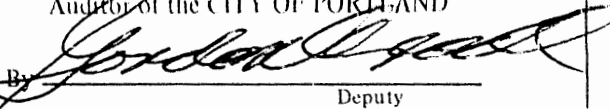


THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN		
LINDBERG	1	
SCHWAB	1	
STRACHAN	1	
IVANCIE	1	

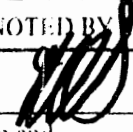
FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

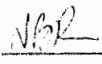

Filed JUN 25 1981

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By 
Deputy

INTRODUCED BY
Commissioner Mildred Schwab

NOTED BY THE COMMISSIONER
Affairs 
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: Planning June 24, 1981
Prepared By: Nancy Richardson  Date:
Budget Impact Review: <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Not required
Bureau Head:  Terry Sandblast

CALENDAR	
Consent	Regular X

NOTED BY
City Attorney
City Auditor
City Engineer