

AGREEMENT FOR SERVICES

This Agreement for Services (Agreement) is between the City of Portland, Oregon ("City") and Elcon Associates, ("Consultant").

RECITALS:

The Bureau of Environmental Services requires professional engineering services to perform final design services and services during construction for the Columbia Boulevard Wastewater Treatment Plant Return Activated Sludge (RAS) Pump and Control Replacement Project.

AGREEMENT:1. SCOPE OF Consultant SERVICES

(a) The Consultant shall provide services specifically to the Bureau of Environmental Services. The Consultant shall provide the City those services set out in Attachment A hereto.

(b) The Consultant shall provide the services set out in subsection (a) above in accordance with the schedule set out in Attachment B hereto.

2. SCOPE OF CITY SERVICES

(a) To assist the Consultant in carrying out its obligations hereunder, the City shall perform the services set out in Attachment C hereto.

(b) The City shall perform the services set out in subsection (a) above within ten (10) days of Consultant's written request, unless otherwise specified in Attachment B.

3. COMPENSATION

The City shall pay the Consultant for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services. Total compensation under this Agreement shall not exceed \$20,550. Attachment D provides an estimated breakdown of the Consultant's anticipated level of effort and the compensation amount for each project task and activity.

4. BILLING AND PAYMENT PROCEDURE

The Consultant's billing and City's payment procedures shall be as set out below:

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager a bill for work performed by the Consultant during the preceding month. The bill shall set out all items for payment based on Consultant's estimate of percent complete for each task, including the name of individual, labor category, hours worked during the period and task performed and numbers completed for other items within period and the total amount claimed. Within 30 days after receipt of the bill, provided the Project Manager has certified the payment as due, the City shall pay the amount certified to the Consultant. The Project Manager's certification of a payment as due, however, shall not prevent the Project Manager from later determining that the certification was in error.

Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest permitted by law, whichever is lesser. Such interest will become due and payable at the time said overdue payment is made. City agrees to assess and pay the late charge without further invoicing from Consultant. In the event that the City questions some element of an invoice, that fact should be made known to the Consultant within 48 hours of receipt of invoice. Consultant will help effect resolution and transmit a revised invoice as necessary. Amounts not questioned by City shall be paid promptly to Consultant in accordance with the above payment procedures.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of Consultant's receipt of the City's written notice to proceed and shall terminate not later than July 31, 1996.

6. EARLY TERMINATION OF AGREEMENT

(a) The City and the Consultant, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Consultant, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party

giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

(a) In the event of termination under subsection 6(a) or 6(b), EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Consultant for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the Consultant due to a breach by the City, then the City shall pay the Consultant as provided in subsection (a) of this section.

(c) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Consultant, then the City shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 8(a), REMEDIES.

(d) In the event of early termination all of the Consultant's work product will become and remain property of the City.

8. REMEDIES

(a) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Consultant, then the City may complete the work either itself, by agreement with another Consultant or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under section 3, COMPENSATION, hereof, then the Consultant shall pay to the City the amount of the excess.

(b) The remedies provided to the City under section 6, EARLY TERMINATION OF AGREEMENT and section 8, REMEDIES, hereof, for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Consultant's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 6(c), EARLY TERMINATION OF AGREEMENT, and section 7(b), PAYMENT ON EARLY TERMINATION, hereof.

9. CITY PROJECT MANAGER

(a) The City Project Manager shall be Charles Thomas or such other person as shall be designated in writing by the Chief Engineer of BES.

(b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein and to carry out any other City actions referred to herein.

10. COMPLIANCE WITH LAWS

(a) In connection with its activities under this Agreement, the Consultant shall comply with all applicable federal, state and local laws and regulations.

(b) In the event the Consultant provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Consultant agrees it has certified with the City's Equal Employment Opportunity certification process.

11. OREGON LAW AND FORUM

(a) This Agreement shall be construed according to the laws of the State of Oregon.

(b) Any litigation between the City and the Consultant arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

12. INDEMNIFICATION

(a) The Consultant shall hold harmless, defend and indemnify for public liability and property damage the City, and the City's officers, agents and employees against all claims, demands, actions and suits (including all attorney's fees and costs) brought against any of them arising from the Consultant's work or any subConsultant's work under this Agreement.

(b) The Consultant shall hold harmless, defend and indemnify for professional liability the City, and the City's officers, agents and employees against all claims, demands, actions and suits (including all attorney's fees and costs) brought against any of them arising from the Consultant's negligent acts or omissions, or any subConsultant's negligent act or omissions under this Agreement.

13. WORKERS' COMPENSATION INSURANCE

(a) The Consultant, its subConsultants, if any, and all employers working under this Agreement are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Attachment E, if

applicable, and shall be incorporated herein and made a term and part of this Agreement. The Consultant further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the Consultant's workers' compensation insurance coverage is due to expire during the term of this Agreement, the Consultant agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and the Consultant agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The Consultant agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and for Qualification as an Independent Consultant prior to commencing work under this Agreement. The Questionnaire is attached to this Agreement as Attachment F and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the Consultant shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, the City may terminate the Agreement immediately and the notice requirement contained in subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, shall not apply.

14. SUBCONTRACTING

The Consultant shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Consultant shall require any approved subConsultant to agree, as to the portion subcontracted, to fulfill all obligations of the Consultant as specified in this Agreement. 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.

15. ASSIGNMENT

The Consultant shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

16. INDEPENDENT Consultant STATUS

(a) The Consultant is engaged as an independent Consultant and will be responsible for any federal, state and local taxes and fees applicable to payments hereunder.

(b) The Consultant, its subConsultants and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits.

17. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Charles E. Thomas II
Bureau of Environmental Svcs.
5001 N. Columbia Blvd.
Portland, Oregon 97203-2005

If to the Consultant: Mark J. Van Duser
Elcon Associates, Inc.
12670 NW Barnes Road
Portland, Oregon 97229

18. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

19. INTEGRATION

This Agreement contains the entire agreement between the City and the Consultant and supersedes all prior written or oral discussions or agreements.

20. FUNDS

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

21. BUSINESS LICENSE

The Consultant shall obtain a City of Portland business license as required by PCC 7.06.010 prior to beginning work under this Agreement. The Consultant shall provide a business license number in the space provided at the end of this Agreement.

22. COMMENCEMENT OF WORK

The Consultant agrees that work being done pursuant to this Agreement will not be commenced until after:

- (a) workers' compensation insurance is obtained, as outlined in section 13, WORKERS' COMPENSATION INSURANCE; and,
- (b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and,
- (c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

23. MAINTENANCE OF RECORDS

The Consultant shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Consultant regarding its billings or its work hereunder. The Consultant shall retain these records for inspection, audit and copying for three (3) years from the date of completion or termination of this Agreement.

24. AUDIT OF PAYMENTS

(a) The City, either directly or through a designated representative, may audit the records of the Consultant at any time during the three (3) year period established by section 23, MAINTENANCE OF RECORDS.

(b) If an audit discloses that payments to the Consultant under section 3, COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City.

25. LIABILITY INSURANCE

(a) The Consultant shall maintain public liability and property damage insurance that protects the Consultant and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the Consultant's work under this Agreement. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damage; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each 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. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the Agreement, the Consultant shall provide a new policy with the same terms. The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Consultant.

(b) The Consultant shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by the City.

26. BREACH OF AGREEMENT

(a) The City or the Consultant shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.

(b) Neither the City nor the Consultant shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes and unusually severe weather. Should either the City or the Consultant fail to perform because of a cause described in this subsection, the City and the Consultant shall make a mutually acceptable revision in section 1, SCOPE OF Consultant SERVICES, section 2, SCOPE OF CITY SERVICES, or section 3, COMPENSATION.

27. OWNERSHIP OF DOCUMENTS

(a) All work the Consultant performs under this Agreement shall be considered work made for hire and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Consultant produces in connection with this Agreement. On completion or termination of the Agreement the Consultant shall deliver these materials to the Project Manager.

(b) The Consultant may retain for its own use and at its own cost copies of the materials referred to in subsection (a) of this section subject to the following exceptions: None

(c) Any use the City makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the City's risk.

28. ARBITRATION

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Consultant and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Consultant and the City. Insofar as the Consultant and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Consultant shall continue to perform its work pending resolution of the dispute, and the City shall make payments as required by the Agreement for undisputed portions of the work.

29. Consultant'S PERSONNEL

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

<u>Name</u>	<u>Capacity</u>
Mark J. Van Duser	Project Manager

The Consultant shall not change these personnel assignments without the written consent of the Project Manager, which consent shall not be unreasonably withheld.

30. AMENDMENTS

(a) The City and the Consultant may amend this Agreement at any time only by written amendment

executed by the City and the Consultant. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Consultant must be approved by ordinance of the City Council. The Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Consultant Services shall be deemed an amendment subject to subsection (a).

31. PROGRESS REPORTS

The Consultant shall provide monthly progress reports to the Project Manager. Each progress report shall contain the following information:

1. Identification of the Project (Project title and number, Name of Consulting firm and Project Manager, City Project Manager's name, and Date).
2. Summary report that analyzes status, states exceptions from the work plan and requests any critical assistance.
3. Accomplishments from previous month to include effort expended and budget expended.
4. Work scheduled for next month including tasks to be conducted by City or other personnel.
5. Problems and Opportunities.
6. Actions needed, by whom and when.
7. The work plan schedule updated with a status line to indicate actual progress.
8. Actual versus planned effort and budget expended.
9. Proposed corrective action changes to the work plan to maintain the budget and schedule.
10. A discussion of proposed or possible work changes.

32. NON-WAIVER

The City and the Consultant shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

33. PROHIBITED INTEREST

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest,

direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Consultant during the period of the Agreement.

34. PAYMENTS TO VENDORS AND SUBCONSULTANTS

The Consultant shall timely pay all suppliers, lessors and Consultants providing it services, materials or equipment for carrying out its obligations under this Agreement. The Consultant shall not take or fail to take any action in a manner that causes the City or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

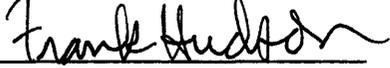
35. PROFESSIONAL LIABILITY INSURANCE

(a) The Consultant shall maintain professional liability insurance which shall provide coverage in the amount of \$500,000 to protect the Consultant from any and all claims, demands, actions and suits for malpractice arising from the Consultant's work under this Agreement. The insurance shall provide that the insurance shall not terminate or be canceled without sixty (60) days written notice first being given to the City Auditor.

(b) The Consultant shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain professional liability insurance shall be cause for immediate termination of this Agreement by the City.

Consultant: ELCON ASSOCIATES, INC.
 By: Inder K. Chawla, P.E. JKChawla/AVO
 Title: Senior Principal
 Date: August 14, 1995
 Business License No. 377488
 Tax I.D. No. 93-0656355
 Social Security No. _____

APPROVED AS TO FORM:



 City Attorney

CITY OF PORTLAND

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

ACCOUNTING DATA

Vendor No. _____

Do you want to encumber these funds with a Purchase Order? Yes No

Item # _____ Description _____

GL Fund # 151 Acct # 521000 Center Code 14573110 Amount _____

PTS: 5592 / 73 / 20 / 2100

Proj Org TW CC

GL Fund # _____ Acct # _____ Center Code _____ Amount _____

PTS: _____ / _____ / _____ / _____

Proj Org TW CC

GL Fund # _____ Acct # _____ Center Code _____ Amount _____

PTS: _____ / _____ / _____ / _____

Proj Org TW CC

Project Manager: Charles E. Thomas II Phone: 823-2484

Notes to Buyer:

Payment Terms: 0 3 0 Do you want a copy of the PO sent to the Vendor? Yes No

ATTACHMENT A
Scope of Contractor's Services

The scope of the work to be performed by the Contractor will be as follows:

1. Review the given material and offer comments regarding pump suitability for operating conditions.
2. Provide predesign and design phase services for replacement of seven RAS Pumping units located at the City's Columbia Boulevard Wastewater Treatment Plant.
3. Coordinate with City staff on selection of variable frequency drive and source of power.
4. Prepare VFD specification.
5. Prepare plans and specifications for installation of new equipment and demolition/modification of existing equipment.
6. Prepare a construction cost estimate for the work.
7. Perform assistance during construction as outlined in Attachment D.

ATTACHMENT B
Schedule

**Return Activated Sludge (RAS) Pump and
Control Replacement Project**

Week	Task
0	Notice to Proceed
1-2	Define Scope; review prototype installation; site visit
3-4	Prepare 50% submittal
5-6	Review by City Staff
7	Receive 50% comments and discuss
8-12	Prepare 90% submittal
13-14	Review by City Staff
15-16	Prepare 100% submittal
17+	Begin bidding and construction phase

ATTACHMENT CSCOPE OF CITY SERVICES

The City of Portland Bureau of Environmental Services ("City") will provide Elcon Associates, Inc. ("Contractor") with the following during performance of tasks for the Columbia Boulevard Wastewater Treatment Plant Return Activated Sludge (RAS) Pump and Control Replacement project.

- Assist in arranging interviews with BES staff involved with wastewater treatment plant planning, design, construction, operation and maintenance.
- Assist in collecting construction drawings, as-builts, operating data, and reports relating to the wastewater treatment plant, including operation and maintenance records and daily plant monitoring data.
- Review alternatives during decision making processes to provide City with acceptable products.
- Review preliminary draft documents submitted by the Contractor. Return marked-up review copies and/or comments to the Contractor within 10 days of the City receiving the drafts.
- Attend all scheduled coordination and review meetings agreed upon by the City and the Contractor.
- Provide the Contractor access for measurements which the Contractor may perform.

Estimate For Engineering Services

Project: CBWTP #3 RAS PUMPS

Date: August 4, 1995

Revision 1

Labor Category	Labor Rate	Hours Pre-Design	Dollars Pre-Design	Hours Design	Dollars Design	Hours Constr. Svcs.	Dollars Constr. Svcs.
Principal	\$108.00	0	\$0.00	0	\$0.00	0	\$0.00
Project Manager	\$94.00	0	\$0.00	0	\$0.00	0	\$0.00
Senior Engineer	\$88.00	9	\$792.00	18	\$1,584.00	2	\$176.00
Engineer	\$81.00	22	\$1,782.00	57	\$4,617.00	10	\$810.00
Mech Engr	\$85.00	0	\$0.00	0	\$0.00	0	\$0.00
Designer	\$64.00	0	\$0.00	0	\$0.00	0	\$0.00
Technician	\$57.00	8	\$456.00	0	\$0.00	0	\$0.00
CADD Operator	\$50.00	12	\$600.00	34	\$1,700.00	0	\$0.00
Drafter	\$46.00	0	\$0.00	0	\$0.00	0	\$0.00
Clerk/Secretary	\$43.00	3	\$129.00	10	\$430.00	2	\$86.00
Project Subtotals Labor only:		54	\$3,759.00	119	\$8,331.00	14	\$1,072.00

Direct Labor	Hours	Dollars
Pre-design	54	\$3,759.00
Design	119	\$8,331.00
Construction Services	14	\$1,072.00
Total Direct Labor:	187	\$13,162.00

The engineering budget for this work is Not To Exceed the following:

Mechanical Engineering	\$6,720.00
Mark-Up on Subconsultant Costs (10%)	\$670.00
Electrical Engineering	<u>\$13,160.00</u>

Not To Exceed TOTAL \$20,550.00

169289

Compensation Basis

Budget Labor by Category and Staff Hours

Work Task	Engineer	CAD Tech	Clerical	Expenses	Total
Hourly Rate (\$)	85	50	35		
1. Review BES Calcs & Shop Dwgs	4				\$340
2. Predesign & Design	45	20	7	\$350	\$5,420
3. Constr. Phase Services	10		1	\$75	\$960
Total Hours	59	20	8		\$87
Total Cost	\$5,015	\$1,000	\$280	\$425	\$6,720

ACORD. CERTIFICATE OF INSURANCE 169289

CSR DV
ELCON-1

DATE (MM/DD/YY)
03/14/95

PRODUCER

ACEC/Marsh & McLennan
10' South Broadway
St. Louis MO 63102

RECEIVED

MAR 17 1995

800-648-7631

INSURED

ELCON ASSOC. INC.

Elcon Associates, Inc.
ATT: Ms. Judith Soule
12670 N.W. Barnes Road
Portland OR 97229

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	Hartford Insurance Company
COMPANY B	Hartford Insurance Company
COMPANY C	Hartford Insurance Company
COMPANY D	Hartford Insurance Company

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	84SBKCQ3930	11/01/94	11/01/95	GENERAL AGGREGATE \$ 2000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1000000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 300000
					MED EXP (Any one person) \$ 10000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
C	EXCESS LIABILITY	84XHUNR3497	11/01/94	11/01/95	AGGREGATE \$ 10000000
	<input checked="" type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$ 10000000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	84WJAJ8959	11/01/94	11/01/95	<input checked="" type="checkbox"/> STATUTORY LIMITS \$
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$ 100000
	OTHER				DISEASE - POLICY LIMIT \$ 500000
					DISEASE - EACH EMPLOYEE \$ 100000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
SEE ATTACHED ADDITIONAL INSURED ATTACHMENT
RE: CBWTP REUSE WATER SYSTEM, PROJECT #5210

CERTIFICATE HOLDER

0006428

CITY OF PORTLAND
BUREAU OF ENVIRONMENTAL SERVIC
ATTN: TOM KELLY
1120 S.W. 5TH AVENUE, ROOM 400
PORTLAND OR 97204

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Stephen C. [Signature]

ACORD CORPORATION 1993

ACORD. CERTIFICATE OF INSURANCE

169289

CSR BS
ELCAS-1

DATE (MM/DD/YY)
05/26/95

PRODUCER
Hurley, Atkins & Stewart, Inc.
1800 Ninth Ave., #1500
Seattle WA 98101

Sheri Huntington
206-682-5656

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A Unigard Insurance Group
- COMPANY B Security Ins Co of Hartford
- COMPANY C
- COMPANY D

INSURED
Elcon Associates, Inc.
12670 N W Barnes Rd
Portland OR 97229

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CC LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA609337	11/01/94	11/01/95	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	ELCON ASSOC. INC.			
B	OTHER Professional Liability	PL501866	05/06/95	05/06/96	1,000,000 each claim 2,000,000 aggregate

RECEIVED COPY

JUN 05 1995

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 For Professional Liability, the aggregate limit is the total insurance available for all claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.
 RE: #TCWTP - Adjuster Modifications SB DIGESTER MODIFICATIONS

CERTIFICATE HOLDER
BLAVE-1

Black & Vetch
and City of Portland
Attn: Thomas C. Esqueda
5000 S.W. Meadows, Suite 131
Lake Oswego OR 97035

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Sheri Huntington *Sheri Huntington*

ATTACHMENT F
 CITY OF PORTLAND, OREGON
 QUESTIONNAIRE FOR WORKERS' COMPENSATION INSURANCE
 AND FOR QUALIFICATION AS AN INDEPENDENT
 Consultant UNDER ORS CHAPTER 670.600

(To be completed by Consultant's representative
 and attached to each contract, purchase order,
 etc., requiring the performance of labor.)

- (1) Consultant's Name ELCON ASSOCIATES, INC.
- (2) Contract Number or Description Project No. 5592 - RAS Pump Upgrade
- (3) The nature of Consultant's business is Consultants/Engineers
-

- (4) Is Consultant provided any assistance whatsoever in the performance of its business? (For example: volunteer, secretarial, family or bookkeeping help.)

Yes _____ No X

- (5) Will Consultant use employees or subConsultants in the performance of this contract?

Yes X No _____

- (6) If Consultant currently uses the assistance of employees, subConsultants, family members, or any other people, or plans for such assistance in the performance of this contract, please provide the name of Consultant's workers' compensation insurance carrier in the space provided, and attach sufficient proof of workers' compensation insurance coverage to this questionnaire.

ITT Hartford thru Marsh McLennan

(Consultant need not complete the remainder of the questionnaire if sufficient proof of workers' compensation insurance is provided. Consultant must complete the remainder of the questionnaire if sufficient proof of workers' compensation insurance is not provided.)

(7) If Consultant does not use the assistance of others at the time this contract is let, and if Consultant will not use the assistance of others in the performance of this contract, please circle the category which describes the Consultant's business:

- a. Consultant's business is organized as a sole proprietorship (all work will be performed by the individual Consultant without the assistance of others - no employees or subConsultants).
- b. Consultant's business is organized as a partnership not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement on real property (all work will be performed by the partners themselves without the assistance of others - no employees or subConsultants).
- c. Consultant's business is organized as a corporation (all work will be performed by corporate officers who are also directors of the corporation who have a substantial ownership interest in the corporation).
- d. Other - _____

(8) Does Consultant know that it is responsible for providing workers' compensation insurance if the Consultant uses the assistance of others in the performance of its work in any manner, or if the Consultant plans to use other individuals to assist in the performance of this contract?

Yes _____ No _____

(9) Is Consultant employed in any other capacity?

Yes _____ No _____

(10) If so, what is that employment? _____

(11) What tools or equipment will be necessary for performance of work under this contract? _____

(12) Who will furnish these tools or equipment? _____

(13) Did Consultant perform labor or services as an independent Consultant last year?

Yes _____ No _____

- (14) If so, did Consultant file federal and state income tax returns in the name of the business or a business schedule C as part of Consultant's personal income tax return for last year?

Yes _____ No _____

- (15) Where are Consultant's labor or services primarily carried out?

- (16) If Consultant is an individual, at what address does Consultant reside? _____

- (17) If Consultant is a partnership or corporation, where is the residence of the individual who will perform the labor or services under the contract? _____

- (18) To what trade associations does Consultant belong? _____

- (19) Name any commercial advertising Consultant has purchased recently (for example, yellow page listings, newspaper advertising, etc.):

- (20) Does Consultant distribute business cards?

Yes _____ No _____

(If so, submit a business card with this questionnaire.)

- (21) What is Consultant's business telephone number?

- (22) Under what name is this number listed in the telephone book?

(23) What is Consultant's residential telephone number (or the residential telephone number of the individual who is performing services for Consultant)?

(24) Under what name is this number listed in the telephone book?

(25) List all persons or entities for whom Consultant has performed labor or services as an independent Consultant within the previous 12-month period and the duration of all such contracts:

(26) Has Consultant performed all such labor or services described in question 25 above pursuant to written contracts?

Yes _____ No _____

(27) Does Consultant carry errors and omission insurance relating to the labor or services to be provided?

Yes _____ No _____

(28) Does Consultant carry liability insurance relating to the labor or services to be provided?

Yes _____ No _____

(29) Are performance bonds guaranteeing Consultant's work currently in effect?

Yes _____ No _____

(30) City Project Manager _____
(Name and Title)

THE Consultant CERTIFIES THAT THE INFORMATION THAT IS SUPPLIED IN THIS QUESTIONNAIRE IS TRUE AND ACCURATE. ANY MISREPRESENTATION OF INFORMATION IN THIS QUESTIONNAIRE BY Consultant SHALL CONSTITUTE A BREACH OF THE AGREEMENT TO WHICH THIS QUESTIONNAIRE IS AN EXHIBIT.

(32) Consultant's Representative Inder K. Chawla
signature

Inder K. Chawla, P.E. - Senior Principal
title

(33) Date August 14, 1995

ADDITIONAL INSURED ENDORSEMENT

Without prejudice to coverage otherwise existing herein, the City of Portland, its officers, agents and employees are included as additional insureds under this policy as to any claim or claims for injury to person including death, or damage to property, resulting from or growing out of the operations of the named insured, including all operations by subConsultants, under the contract with the City of Portland for the Return Activated Sludge (RAS) Pump and Control Replacement Project .

It is understood and agreed that this policy shall not terminate or be canceled prior to completion of the contract without first giving thirty (30) days written notice of intention to terminate or to cancel said policy to the Auditor of the City of Portland.

Notwithstanding the naming of additional insureds, the policy shall protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein shall operate to increase the insured'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. The coverage applies as to claims between insureds on the policy. This endorsement assures that the policy complies with the terms and conditions of the named insured's contract with the City of Portland.

ELCON ASSOCIATES, INC.

 INSURED'S NAME

Date: August 14, 1995

 AUTHORIZED INSURANCE COMPANY
 REPRESENTATIVE - TITLE

Date: _____

ACORD. CERTIFICATE OF INSURANCE 169289 OR. DV. ELCON-1 DATE (MM/DD/YY) 08/21/95

PRODUCER
 ACEC/Marsh & McLennan
 10 South Broadway
 St. Louis MO 63102

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

800-648-7631

COMPANIES AFFORDING COVERAGE

COMPANY A	Hartford Insurance Company
COMPANY B	Hartford Insurance Company
COMPANY C	Hartford Insurance Company
COMPANY D	Hartford Insurance Company

INSURED
 Elcon Associates, Inc.
 ATT: Ms. Judith Soule
 12670 N.W. Barnes Road
 Portland OR 97229

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	84SBKCQ3930	11/01/94	11/01/95	GENERAL AGGREGATE \$ 200000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 200000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 100000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 100000
					FIRE DAMAGE (Any one fire) \$ 300000
					MED EXP (Any one person) \$ 10000
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
C	EXCESS LIABILITY	84XHUNR3497	11/01/94	11/01/95	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 1000000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	84WJAJ8959	11/01/94	11/01/95	<input checked="" type="checkbox"/> STATUTORY LIMITS
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$ 100000
					DISEASE - POLICY LIMIT \$ 500000
					DISEASE - EACH EMPLOYEE \$ 100000
	OTHER				

APPLIED AS TO FORM
Frank Hudson
 DEPUTY CITY ATTORNEY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 CERT HOLDER IS ADDITIONAL INSURED TO THE CGL ONLY AS RESPECTS TO WORK PERFORMED BY THE NAMED INSURED.
 PROJECT: RAS PUMPS MODIFICATIONS #4221-01000

CERTIFICATE HOLDER
 COPORTL
 CITY OF PORTLAND, BES
 ATTN: CHARLES THOMAS
 5001 N. COLUMBIA BLVD
 PORTLAND OR 97203

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Stephen G. Pelley
 ACORD CORPORATION 1993

ORDINANCE No. **169289**

* Contract with Elcon Associates, Inc. for professional engineering services for Columbia Boulevard Wastewater Treatment Plant Return Activated Sludge (RAS) Pump and Control Replacement Project and provide for payment. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Bureau of Environmental Services has need for a consulting engineering firm to design and prepare construction documents required for the Columbia Boulevard Wastewater Treatment Plant RAS Pump and Control Replacement Project.
2. The consultant selection has been conducted in accordance with Chapter 5.68 of the Code of the City of Portland.
3. The consultant selection committee recommends that Elcon Associates, Inc. be retained to perform the design services.
4. Funds are available in the Sewer System Operating Fund.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Utilities is hereby authorized to enter into a contract with Elcon Associates, Inc. to provide the services in the amount of \$20,550 in accordance with the contract as negotiated by the Bureau of Environmental Services.
- b. The Chief Engineer of the Bureau of Environmental Services shall be authorized to approve changes to the contract price up to 25 percent of the contract amount.
- c. The City's Project Manager may execute any amendments not increasing the cost ceiling.
- d. The Mayor and Auditor are hereby authorized to draw and deliver warrants payable to Elcon Associates, Inc. chargeable to the Sewer System Operating Fund, CC 14573110, Account No. 521000, Project No. 5592, when approved by the proper authorities.

Section 2. The Council declares that an emergency exists because delay in processing of this Ordinance will further delay the benefits of project; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, **SEP 14 1995**

Commissioner Mike Lindberg
Charles E. Thomas II
August 7, 1995
Center Code 14573110/5592/521000

BARBARA CLARK
Auditor of the City of Portland

By *Britta Olson*

Deputy

1503

Agenda No.

ORDINANCE NO. 169289

Title

* Contract with Elcon Associates for professional engineering services for Columbia Boulevard Wastewater Treatment Plant Return Activated Sludge (RAS) Pump and Control Replacement Project and provide for payment. (Ordinance)

INTRODUCED BY	Filed: 8/17/95	SEP 8 1995
Mike Lindberg	Barbara Clark Auditor of the City of Portland	
NOTED BY COMMISSIONER	By: <u>Coy Kershner</u> Deputy	
Affairs	For Meeting of: August 23, 1995	
Finance and Administration	Action Taken:	
Safety	<input type="checkbox"/> Amended	
Utilities <u>MDD / JDD</u>	Passed to <u>Second Reading</u>	
Works	Continued to: SEP 14 1995 2 P.M.	
BUREAU APPROVAL	SEP 13 1995	
Bureau: Environmental Services	Prepared by: Charles E. Thomas II Date: August 7, 1995	
Budget Impact Review:	<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Not Required	
Bureau Head: <u>DCMann</u> Dean Marriott, Director		

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
Consent X	Regular		YEAS	NAYS
		Blumenauer	✓	
		Hales	✓	
		Kafoury	✓	
		Lindberg	—	
		Katz	✓	
NOTED BY				
City Attorney				
City Auditor				
City Engineer				