

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

**CONTRACT NO. 30002208**

**SHORT TITLE OF WORK PROJECT:  
Joint Water Commission Backup Power Facility Design**

This contract is between the City of Portland ("City," or "Bureau") and Carollo Engineers, Inc, hereafter called Consultant. The City's Project Manager for this contract is Tyler Wubben.

**Effective Date and Duration**

This contract shall become effective on July 28. This contract shall expire, unless otherwise terminated or extended, on April 30, 2012.

**Consideration**

- (a) City agrees to pay Consultant a sum not to exceed \$225,000 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 (please print): Carollo Engineers, Inc  
 Address: 720 SW Washington Street, Suite 550, Portland, Oregon, 97205  
 Employer Identification Number (EIN) 86-0899222  
 [INDEPENDENT CONSULTANTS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]  
 City of Portland Business License # 424264  
 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, and the Statement of Work and Payment Schedule. In the event of any apparent or alleged conflict the conflict will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule. c) Any exhibits attached to the contract. d) The City's solicitation document from which this contract resulted. These provisions supersede and take precedence over 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.

#### 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

During the term of this contract, Consultant shall maintain in force at its own expense, the insurance noted below:

- (a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (consultants with one or more employees, unless exempt under ORS 656.027).
- (b) Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insureds, but only with respect to the Consultant's services to be provided under this Contract:

Required by Bureau   X  

Waiver by Bureau       

- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable:

Required by Bureau   X  

Waived by Bureau       

- (d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence.

Required by Bureau   X  

Waived by Bureau       

- (e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 10 days written notice from the Consultant or its insurer(s) to the City.

- (f) Certificates of insurance. The Consultant shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### 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.

Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to 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 License**

The Consultant shall obtain a City of Portland business license 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 23. 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 General Accounting 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 /X/ 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: /X/ 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. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

**30. Third Party Beneficiaries**

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

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**31. Special Provisions, Urban Area Security Initiative Grant-Funded Acquisitions**

For any Statements of work that utilize UASI (Urban Area Security Initiative) grant funding, the following terms and conditions shall apply.

- All publications and printed deliverables produced under this Contract shall prominently contain the following statement: "This document was prepared under a grant from the Office of Grants and Training, United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position of policies of the Office of Grants and Training or the U.S. Department of Homeland Security."
  - Consultant shall be accountable for and shall repay any overpayment, audit disallowance, or any other breach of Contract that results in a debt owed to the City or the Federal Government.
  - Consultant shall, upon specific request from the City or the Office for Domestic Preparedness, agree to cooperate with the Office for Domestic Preparedness in any preparation by the Office for Domestic Preparedness of a national or program environmental assessment of the funded program or activity or the Services provided under this Agreement.
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## STATEMENT OF THE WORK AND PAYMENT SCHEDULE

This contract is for a portion of the pre-design and design of backup power facilities for the JWC's (Joint Water Commission) WTP (Water Treatment Plant) located on the Tualatin River. Portland UASI Program Grant No 09-170 is paying for a portion of this project. This contract, which is to be administered by the City of Portland, Office of Emergency Management (POEM), is for a portion of the project. The remainder of the project will be covered under a separate contract administered by the JWC.

### SCOPE OF WORK

#### TASK 1 – PROJECT MANAGEMENT

The purpose of this task is to establish project procedures, manage project quality and risk, monitor project budget and schedule, and maintain regular communication between the Consultant and the JWC and POEM Project Managers. Items to be completed by the Consultant under this task include:

**Subtask 1.1 Project Management Plan** Develop draft and final versions of the PMP, including scope, schedule, budget, and organization and communication plan.

**Subtask 1.2 Project Kick-off and Bi-Weekly Progress Meetings.** Conduct a kick-off meeting to initiate the project, establish project expectations and lines of communication, discuss alternative evaluation criteria and present the schedule. Facilitate regular project progress meetings with key design and subconsultant staff, the Technical Advisory Committee and other stakeholders as requested by JWC.

**Subtask 1.3 Progress Reporting and Invoicing.** Provide monthly progress reports and invoices, including the Monthly Subconsultant Payment and Utilization Report required by the City of Portland.

**Subtask 1.4 Quality Management and Control.** Develop and deliver on the Quality Management Plan, including senior-level review of all deliverables.

#### *Deliverables*

- Draft and final Project Management and Quality Management Plans
- Monthly invoices and progress reports

#### *JWC/POEM Input*

- Review of draft Project Management and Quality Management Plans

#### *Estimated Time Frame*

Extends throughout the contract duration. PMP and QMP to be submitted during first month of the project.

#### *Assumptions*

- JWC Project Manager will coordinate comments from JWC agencies and staff and POEM and provide consensus comments on all deliverables.
- Interim deliverables will be provided as electronic PDFs. For final deliverables, 10 paper copies will be provided (drawings will be in 11 x 17 format) in addition to electronic files in AutoCAD and Microsoft Word.

#### TASK 2 – PRELIMINARY DESIGN SERVICES

The purpose of this task is to clearly define and develop the project objectives and criteria prior to the design phase. Items to be completed by the Consultant under this phase include:

**Subtask 2.1 – Collect, Review and Evaluate Data.** Collect and review all background data and relevant documents, including the specific documents listed in the RFP. Carollo will review existing drawings of the electrical switchgear, existing studies, and other information provided by the JWC, and evaluate existing conditions, electrical capacity, and requirements.

**Subtask 2.2 – Design Criteria and Standards.** Identify and define applicable design standards including:

- Air quality and other permitting requirements and schedule
- Bureau of Reclamation requirements at RWPS site
- Building codes and requirements, seismic
- National and local electrical codes and standards

- PGE's DSG program requirements
- Preliminary permitting requirements
- Noise abatement standards and requirements
- Equipment lead times and availability

The design criteria and standards will be summarized in a technical memorandum, which will be reviewed with the JWC at a regular progress meeting. The memorandum will include a preliminary permitting matrix outlining anticipated permitting requirements and their anticipated durations.

**Subtask 2.3 – Facility Electrical Requirements.** This task will include the evaluation of the power requirements to operate the existing WTP at 50% of current peak capacity including raw and finished water pumping, building loads, and other ancillary power demands. Load schedules and spreadsheets will be provided for major electrical equipment. All loads will be identified as continuous, intermittent, or standby on load schedules in order to identify the WTP's electrical capacity requirements during peak flow conditions. Loads associated with the potential short-term expansion of the JWC WTP by 10 to 15 mgd will also be developed, as well as a long-term capacity expansion scenario to be identified with the JWC.

**Subtask 2.4 – Conceptual Design.** Under this task, alternative conceptual designs will be evaluated and summarized for the JWC. Items to be assessed under this task include the following:

- *Single backup power facility versus a separate facility at the RWPS.* We will evaluate the costs and benefits of implementing one versus two generator sites. This will include consideration of both 12.47 kV and 4.16 kV at the WTP site to identify the most cost-effective solution.
- *DSG Program Participation.* Summarize the advantages and disadvantages of participation in the DSG program, including potential costs/savings. DSG program participation will be considered for both the one and two site alternatives.
- *Type of Generator/Fuel.* Given the facility size and the intent to design to Tier 4i emissions standards, gas turbine generators may offer a cost-competitive alternative to diesel reciprocating engine generators. This evaluation will include consideration of operating the generator as a peak power supply, independent of the DSG program, and use of both natural gas and diesel as potential fuels for the turbine.
- *Generator Sizing/Configuration.* Based on the facility electrical requirements determined above, potential generator sizings and configurations for the available generator manufacturers will be identified.
- *Evaluation of Short-term WTP Expansion.* The impact of the short-term expansion on generator sizing will be evaluated, including the impact on estimated costs. Potential long-term expansion capacity will be considered in the overall design and layout of the backup power system.
- *Fuel Storage Requirements.* Design of a fuel storage tank with sufficient fuel for 3 to 4 days of backup power at full capacity, foundation, piping, day-tank, fuel maintenance system, and all other appurtenances will be provided. If JWC participates in the DSG program, the size of the fuel storage tank will have to meet PGE's requirements.
- *Fuel system considerations.* Evaluate the need for a fuel maintenance system to increase system reliability and decrease O&M costs; specific requirements and benefits will depend on participation in the DSG program. If recommended, the fuel maintenance system would filter out particulates, add biocide to inhibit microorganism growth, and recirculate the fuel.
- *Type of Enclosure.* Evaluate housing the generators in an expandable masonry block building versus within factory-packaged acoustical housing, including consideration of noise abatement standards, O&M access, useful life and cost.
- *Contracting Alternatives.* Evaluate contracting alternatives, including pre-purchase of equipment and a modified CM/GC approach, as previously described.

The alternatives described above will be summarized in a Conceptual Design Memorandum provided to the JWC for review and comment. Consultant shall then conduct a Conceptual Design Workshop during which the alternatives will be discussed with the goal of building consensus on a preferred system configuration.

**Subtask 2.5 – Geotechnical Evaluation.** Provide geotechnical investigation and evaluation that will include two 100-foot borings, one at the WTP and one at the RWPS site to further refine the potential for seismic induced settlement, lateral spreading, and shaking at both sites. Develop foundation and/or ground improvement recommendations based on site specific data to accommodate generator buildings at one or both sites.

**Subtask 2.6 – Topographic Survey.** Update topographic survey information to be used in preparing location, grading and drainage plans at both the WTP and RWPS sites. Property boundary and right of way lines will be located and resolved sufficient for permitting, setback, design and construction requirements.

**Subtask 2.7 – Design Camp.** Following development of the Conceptual Design, as defined in the Conceptual Design Workshop, the Design Camp will provide a working design forum with key stakeholders including the TAC and Operations staff. The goal of the Design Camp will be to finalize key issues from the conceptual design and allow the team to move from Conceptual Design to 30% design completion. Issues to be addressed include:

- Finalize reliability standards (e.g., allowable voltage dip)
- Generator location
- Generator building layout/s
- Type of foundation
- Seismic induced settlement mitigation
- Fuel tank foundation, piping, day-tank, fuel maintenance system, and other appurtenances
- Instrumentation and controls
- Building architecture
- Site grading, drainage and access

**Subtask 2.8 – Preliminary Design Report.** The above evaluations shall be summarized in a Preliminary Design Report, which will include final versions of the memoranda described above, as well as:

- 30% drawings
- 90% P&IDs
- 30% specifications
- 30% construction cost estimate and schedule

The Draft report shall be reviewed at the Preliminary Design Review Meeting. JWC comments shall be incorporated into a final version of the report.

#### ***Deliverables***

- Design Criteria and Standards Memorandum
- Conceptual Design Memorandum
- Preliminary Permit Matrix identifying project permits and regulatory agencies.
- Geotechnical Report
- Site Survey
- Preliminary Design Reporting
- Agendas and meeting notes for the meetings noted below

#### ***JWC/POEM Input***

- Review of all deliverables listed above
- Conceptual Design Workshop
- 30% Design Camp

#### ***Assumptions***

- Consensus on conceptual design to be confirmed prior to moving forward with 30% design CAMP®.
- Back-up power facility is a permitted use under the JWC WTP existing Conditional Use Permit.

### **TASK 3 – 60% DESIGN SERVICES**

This task will include efforts associated with the core development of the design documents.

**Subtask 3.1 – Prepare 60% Plans, Specifications and Estimates.** During the 60% design the emphasis will be placed on the following elements:

- Final recommendation on equipment and construction packaging
- Update permit matrix and coordinate w/permitting agencies as required
- Identification of major equipment documented with equipment cut sheets
- Drawings development (all disciplines) to 60% or greater level
- Erosion control plans
- Technical specifications developed to a 60% or greater level

- Probable cost of construction

#### ***Deliverables***

- 60% Drawings and technical specifications
- Engineer's 60% estimate of probable cost of construction and construction schedule

#### ***Assumptions***

- JWC will facilitate coordination with Washington County Department of Land Use and Transportation and convey any Land Use and Conditional Use Permit impacts on design requirements to the design team.
- Final Design Services for this project will be completed under contract with the JWC.

Tasks shall be completed per the schedule attached as Exhibit A.

#### **City-Provided Information**

The city shall furnish the Consultant available studies, reports and other data pertinent to Consultant's services and Consultant shall be entitled to use and rely upon all such information provided by the City or others in performing Consultant's services under this Agreement.

#### **Electronic Documents**

The Consultant's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, the Consultants shall furnish to the City both printed and hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media can be altered, inadvertently, it is agreed that the City shall hold Consultant harmless for liability arising out of changes or modifications to Consultant's data in electronic media in the City's possession or released to others by the City.

#### **CONSULTANT PERSONNEL**

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

NAME	ROLE ON PROJECT
Todd Perimon	Project Manager
Dave Kraska	Principal-In-Charge
Tom Mossinger	Mechanical/Generator Lead
JD Dorafsha	Electrical Lead
Todd Hackett	Technical Advisor and QA/QC
Adam O'Leary	Electrical Support and I&C
Staff	Staff Engineer
Staff	Senior CAD
Staff	Project CAD
Staff	Administration

#### **SUBCONSULTANTS**

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

NAME	ROLE ON PROJECT
Convergent Pacific	Building Design
Orion GPS	Surveying
Greenbusch	Noise abatement

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$100,000 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 at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

#### **COMPENSATION**

The maximum that the Consultant can be paid on this contract is \$225,000 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract. 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 payments for its work pursuant to the payment schedule as provided in more detail below. The City will pay Consultant based on these invoices for completed Tasks per the Scope of Work and Schedule.

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 in Exhibit B – JWC Standby Power Fee Estimate.

Hourly rates may not be increased.

**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 5%.

**Progress Payments**

Upon completion of each Task assigned to this contract, the Consultant shall submit to the City's Project Manager an invoice for work performed. Consultant shall invoice for work performed on this contract only. Consultant shall not invoice the City for work performed on the JWC's contract for this project. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the 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.

## INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

## SECTION A

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

Contractor Signature

Date

Entity

Carollo Engineers

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

## SECTION B

ORS 670.600 Independent contractor 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 contractor" 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

## SECTION C

Independent contractor certifies he/she meets 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 contractor 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. Contractor 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.

Contractor Signature

Date

**CONTRACTOR 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 Contractor 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 contractor as defined in ORS 670.600.

Carollo Engineers, Inc

BY: 

Date: 7-25-11

Name: DAVID KRASKA

Title: VICE PRESIDENT

BY: 

Date: 7/26/11

Name: Ken Wilkins

Title: Sr. Vice President

800081

184803

Contract No. 30002208

Contract Title: Joint Water Commission Backup Power Facility Design

CITY OF PORTLAND SIGNATURES:

By: N/A Date: \_\_\_\_\_  
Bureau Director

By: N/A Date: \_\_\_\_\_  
Chief Procurement Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elected Official

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
By: N/A Office of City Auditor

APPROVED AS TO FORM

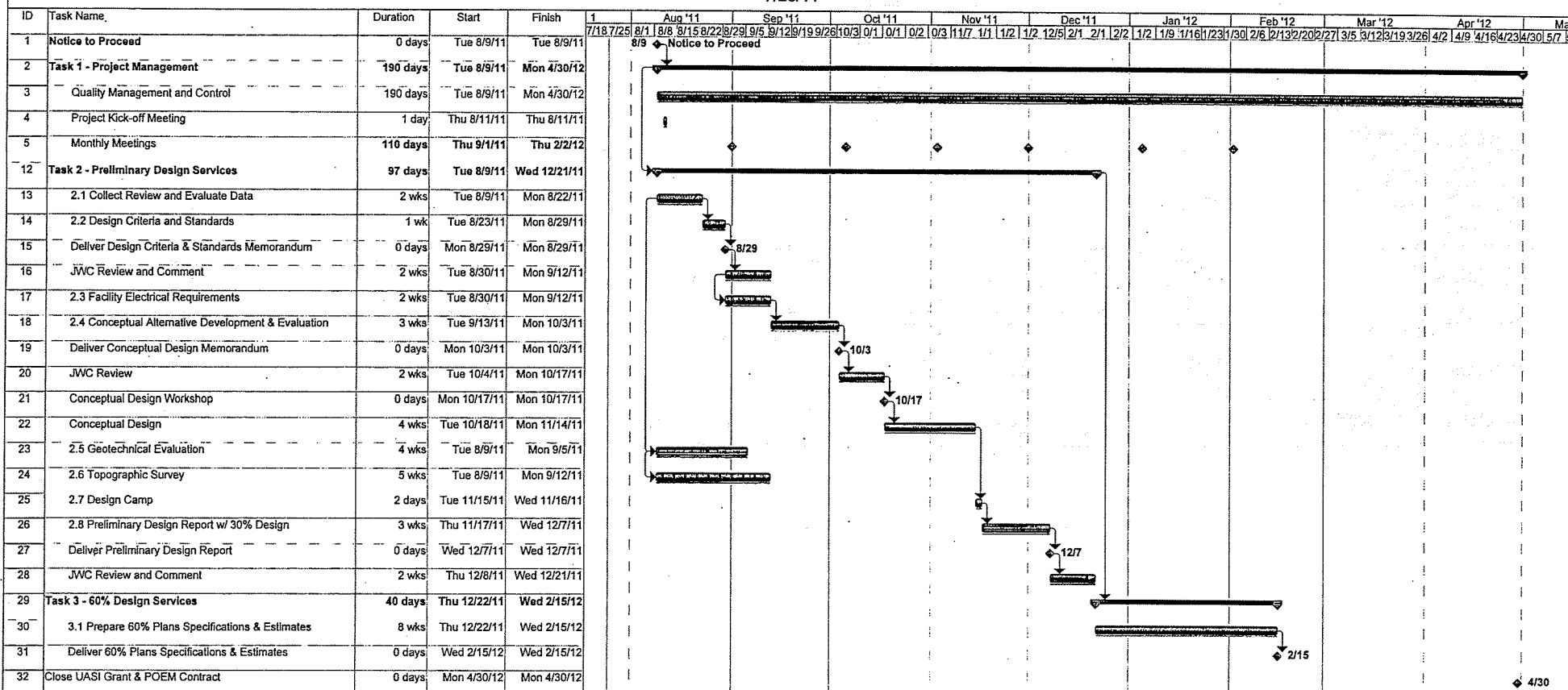
Approved as to Form:

By: Linda Meng Date: 7.26.11  
Office of City Attorney CITY ATTORNEY

184803



**EXHIBIT A**  
**JWC Water Treatment Plant Backup Power Facility**  
**Design and Engineering Services**  
**Proposed Schedule- POEM Contract**  
**7/20/11**



Project: JWC WTP PD Schedule2  
 Date: Mon 7/25/11

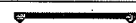
Task

Project Management

Milestone



Summary



Rolled Up Meeting

184803



**EXHIBIT B**  
**JWC Standby Power Fee Estimate**  
**Backup Power Facility Design and Engineering Services**



TASK / DESCRIPTION	CAROLLO LABOR HOURS AND COSTS by Employee Category & Billing Rate											SUBCONSULTANTS					CAROLLO DIRECT EXP.				TOTAL COST (by Task)
	PM Perimon	PIC Kraska	Generator Mossinger	Electrical Dorofsha	Tech Advisor Hackett	I&C O'Leary	Staff Eng	Sr CAD	Proj CAD	Admin	Total Hours	Carollo Labor Cost	Building Convergent Pacific (SEE TABLE BELOW)	Survey Orion GPS	Noise Abatement Greenbusch	Total Sub Cost	Sub Mark-up 5%	Other Direct Charges	PECE @ \$/hr \$9.50	Total Direct Charges	
	\$165	\$198	\$198	\$198	\$198	\$150	\$132	\$122	\$95	\$75											
Task 1 - Project Management:	44	15	8	8	18	18	8	0	0	20	197	\$ 21,785	\$ 5,264	\$ -	\$ -	\$ 5,264	\$ 263	\$ 100	\$ 1,303	\$ 1,666	\$ 28,718
1.1. Project Management Plan	8	2					8			8	26	\$ 3,372	\$ -			\$ -	\$ -	\$ -	\$ 247	\$ 247	\$ 3,619
1.2. Project Kick-off & Bi-Weekly Progress Meetings	23	5	0	5	0	10	0	0	0	5	49	\$ 7,870	\$ 590			\$ 590	\$ 29	\$ 100	\$ 469	\$ 599	\$ 9,059
1.3. Progress Reporting/Monthly Invoicing	8	0	0	0	0	0	0	0	0	7	15	\$ 1,823	\$ 2,808			\$ 2,808	\$ 140	\$ -	\$ 142	\$ 282	\$ 4,914
1.4. Quality Assurance / Quality Control	5	8	8	3	16	8	0	0	0	0	47	\$ 8,720	\$ 1,866			\$ 1,866	\$ 93	\$ -	\$ 445	\$ 538	\$ 11,124
Task 2 - Preliminary Design Services	32	20	38	48	14	92	84	60	68	18	474	\$ 69,058	\$ 43,380	\$ 6,000	\$ 3,000	\$ 82,380	\$ 2,619	\$ 2,000	\$ 4,603	\$ 9,122	\$ 130,660
2.1. Collect Review and Evaluate Data			2	4		8	16				30	\$ 4,500	\$ -			\$ -	\$ -	\$ -	\$ 285	\$ 285	\$ 4,785
2.2. Develop Design Criteria and Standards			4	4	2	8					18	\$ 3,180	\$ 1,815			\$ 1,815	\$ 91	\$ -	\$ 171	\$ 262	\$ 5,257
2.3. Facility Electrical Requirements				8		24					32	\$ 5,184	\$ -			\$ -	\$ -	\$ -	\$ 304	\$ 304	\$ 5,488
2.4. Conceptual Design and Workshop	8	8	12	12	8	24	24	32	24		152	\$ 22,192	\$ 10,926		\$ 2,500	\$ 13,428	\$ 671	\$ 800	\$ 1,444	\$ 2,915	\$ 38,534
2.5. Geotechnical Evaluation	2										2	\$ 330	\$ 26,808			\$ 26,808	\$ 1,330	\$ -	\$ 19	\$ 1,349	\$ 28,287
2.6. Topographic Survey	2										2	\$ 330	\$ -	\$ 6,000		\$ 6,000	\$ 300	\$ -	\$ 19	\$ 319	\$ 6,649
2.7. Design Camp	12	8	12	12		12	12	12	12	2	94	\$ 14,454	\$ 1,411		\$ 500	\$ 1,911	\$ 96	\$ 1,200	\$ 893	\$ 2,189	\$ 16,554
2.8. Preliminary Design Report	8	4	8	8	4	16	32	16	32	16	144	\$ 18,888	\$ 2,619			\$ 2,619	\$ 131	\$ -	\$ 1,368	\$ 1,499	\$ 23,006
Task 3 - 60% Design Services	8	0	16	12	0	48	44	64	64	0	256	\$ 33,760	\$ 27,732	\$ -	\$ -	\$ 27,732	\$ 1,387	\$ 250	\$ 2,432	\$ 4,069	\$ 65,561
3.1. Prepare 60% Plans Specifications & Estimates	8		16	12		48	44	64	64		256	\$ 33,760	\$ 27,732			\$ 27,732	\$ 1,387	\$ 250	\$ 2,432	\$ 4,069	\$ 65,561
3.2. Finalize P&ID											0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3. 60% Design Workshop											0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.4. Permitting Update & Coordination											0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4 - 90% Design Services	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.1. Prepare 90% Plans, Specifications & Estimates											0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.2. 90% Design Workshop											0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.3. Permitting Update & Coordination											0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5 - Final Design Services	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.1. Prepare Bid-Ready Plans, Specs & Estimates											0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.2. Final Design Report											0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.3. Final Design Review Meeting											0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.4. Final Plans, Specifications & Estimates											0	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	84	35	62	68	30	158	136	124	132	38	867	\$ 124,604	\$ 76,378	\$ 6,000	\$ 3,000	\$ 85,378	\$ 4,269	\$ 2,350	\$ 8,238	\$ 14,857	\$ 224,837

184803

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
07/25/2011

PRODUCER 0564249 1-800-833-7337

Heffernan Insurance Brokers/  
Heffernan Professional Practices  
1808 Embarcadero Road, Suite A

Palo Alto, CA 94303

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.**INSURERS AFFORDING COVERAGE**INSURED  
Carollo Engineers, Inc.

2700 Ygnacio Valley Rd., #300

Walnut Creek, CA 94598

INSURER A: Hanover Insurance Company

INSURER B: National Union Fire Insurance Company

INSURER C: Massachusetts Bay Insurance Company

INSURER D: Continental Casualty Company

INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	GENERAL LIABILITY	ZHF894489200	12/31/10	12/31/11	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td>\$ 500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 25,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any one fire)	\$ 500,000	MED EXP (Any one person)	\$ 25,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000
EACH OCCURRENCE	\$ 1,000,000																
FIRE DAMAGE (Any one fire)	\$ 500,000																
MED EXP (Any one person)	\$ 25,000																
PERSONAL & ADV INJURY	\$ 1,000,000																
GENERAL AGGREGATE	\$ 2,000,000																
PRODUCTS - COMP/OP AGG	\$ 2,000,000																
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC																
A	AUTOMOBILE LIABILITY	AHF891168500	12/31/10	12/31/11	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																
BODILY INJURY (Per person)	\$																
BODILY INJURY (Per accident)	\$																
PROPERTY DAMAGE (Per accident)	\$																
	<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																
	GARAGE LIABILITY				<table border="1"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr> <tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td></tr> <tr><td>AGG</td><td>\$</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AGG	\$						
AUTO ONLY - EA ACCIDENT	\$																
OTHER THAN AUTO ONLY: EA ACC	\$																
AGG	\$																
	ANY AUTO																
B	EXCESS LIABILITY	BE19715061	12/31/10	12/31/11	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$		\$		\$		
EACH OCCURRENCE	\$ 1,000,000																
AGGREGATE	\$ 1,000,000																
	\$																
	\$																
	\$																
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$																
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WDF895749900	12/31/10	12/31/11	<table border="1"> <tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER																	
E.L. EACH ACCIDENT	\$ 1,000,000																
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																
D	OTHER Professional Liability	AEA288354410 Retroactive Date: Unlimited	07/04/11	07/04/12	<table border="1"> <tr><td>Per Claim</td><td>\$ 1,000,000</td></tr> <tr><td>Aggregate</td><td>\$ 1,000,000</td></tr> <tr><td>Deductible</td><td>\$ 400,000</td></tr> </table>	Per Claim	\$ 1,000,000	Aggregate	\$ 1,000,000	Deductible	\$ 400,000						
Per Claim	\$ 1,000,000																
Aggregate	\$ 1,000,000																
Deductible	\$ 400,000																

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

All operations of the named insured, including Joint Water Commission Backup Power Facility Design. Carollo Project Number: TBD. Professional Liability is written in aggregate limits of liability not less than the amount shown. City of Portland, and its agents, officers, and employees are named as additional insureds as respects Commercial General Liability policy.

**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION \*10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM**

City of Portland  
Office of Emergency Mgmt.  
Valentine Hellman  
1001 SW 5th Avenue  
Suite 650  
Portland, OR 97204

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE A WAIVER OF THE INSURER'S OBLIGATION TO DEFEND AND INDEMNIFY THE INSURED. THE INSURER'S OBLIGATION TO DEFEND AND INDEMNIFY THE INSURED SHALL BE LIMITED TO THE EXTENT OF THE POLICY LIMITS. THE INSURER'S OBLIGATION TO DEFEND AND INDEMNIFY THE INSURED SHALL BE LIMITED TO THE EXTENT OF THE POLICY LIMITS. THE INSURER'S OBLIGATION TO DEFEND AND INDEMNIFY THE INSURED SHALL BE LIMITED TO THE EXTENT OF THE POLICY LIMITS.

AUTHORIZED REPRESENTATIVE *ML*

ACORD 25-S (7/97) lhendricks  
22428260

© ACORD CORPORATION 1988

**Architects and Engineers**

*The following policy language is from Commercial General Liability Coverage Forms*

The following are mandatory forms on the policy identified on the Certificate of Insurance:

**421-0778 (09 09) CALIFORNIA COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT**

- Additional Insured by Contract, Agreement or Permit**

Under Section II - Who Is An insured, Paragraph 4. is added as follows:

4. a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide insurance, is an insured, but only with respect to:
  - (1) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
  - (2) Premises you own, rent, lease or occupy.

This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.
- b. This provision does not apply:
  - (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".
  - (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part.
  - (3) To any person or organization included as an insured under item 2 of this endorsement.
  - (4) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of sole negligence of the lessor.
  - (5) To any:
    - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

- Aggregate Limit Per Location**

- (1) Under Section III - Limits of Insurance the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- (2) Under Section V - Definitions, definition 23. is added as follows:
 

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**CG 2503 (05 09) DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

- Aggregate Limit of Insurance (Per Project)**

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Designated Construction Projects:

Your projects away from premises owned by or rented to you

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:



- a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

#### **421-0452 (06 07) OTHER INSURANCE – PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED)**

- **Additional Insured by Contract, Agreement or Permit Amended – Primary & Non-Contributory**

The following is added to Section IV – Commercial General Liability Conditions

#### **4. Other Insurance**

##### **a. Additional Insureds**

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under Section II – Who is An Insured, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### **1. Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- i. For the sole negligence of the Additional Insured;
- ii. when the Additional Insured is an Additional Insured under another primary liability policy; or
- iii. when 2. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

##### **2. Excess Insurance**

This insurance is excess over:

##### **(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:**

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

### 3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## CG0001 (12 07) COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### • Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## CG 2404 (05 09) WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

### • Waiver of Subrogation

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage," that requires you to waive your rights of recovery

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**Named Insured:** Carollo Engineers, Inc.

**Policy No.:** ZHF894489200

**Additional Insured:** Any person or organization with whom you have agreed in written contract, executed prior to loss, to name as additional insured. City of Portland, and its agents, officers, and employees.

**This Notice does not form a part of the insurance contract.**

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Includes copyrighted material of Insurance Services Offices, Inc., with its permission

## PTE CONTRACT WORKSHEET

REV 06/10

Award Date: \_\_\_\_\_

Contract No. \_\_\_\_\_

Procurement Services Internal Use Only

RFP No. POEM008

Office of Emergency Management

Project Manager: Tyler Wubbena

Phone No.: 503.615.6708

Did you reject any proposals/responses for non-responsiveness? No

Project Name: Joint Water Commission Backup Power Facility Design

Original Cost Estimate: \$450,000

Scope of work for contract services: Pre-design and design of diesel fueled, backup power facilities for the Joint Water Commission's Water Treatment Plant located on the Tualatin River.

Total No. of Solicitation's distributed to prospective consultants: 56

--- Of these, list the number of Oregon certified M/W/ESB firms &amp; non-certified (OBE) firms in these boxes → → →

MBEs:  
4WBEs:  
2ESBs:  
9OBEs:  
45

	Firm Selected	Firm No. 2	Firm No. 3	Firm No. 4
Firm Name	Carollo Engineers, Inc	Black & Veatch Corporation	Brown and Caldwell	Cundiff Engineering, Inc/Consulting Engineers
Address	720 SW Washington Street, Suite 550	5885 Meadows Road, Suite 700	6500 SW Macadam Ave, Suite 200	8885 SW Canyon Road, Suite 205
Phone Number	925.932.1710 or 503.227.1885	503.443.4412	503.977.6620	503.297.7738 x21 or x12
Contact Person	Dave Kraska or Todd Perimon	Alan Peck	Dale Lough or Bryan Paulson	James Cundiff or Charles Cundiff
Proposal Amount	\$437,920	\$429,315	\$449,885	\$345,537
Proof of Insurance (type/exp)	Professional – 7/4/12 All others – 12/31/11	N/A	N/A	N/A
EIN No.	86-0899222	N/A	N/A	N/A
EEO Expiration Date	7/13/2013	N/A	N/A	N/A
Equal Benefits Form	Yes No (done online - C)	N/A	N/A	N/A
Business License No.	424264	N/A	N/A	N/A
State of Oregon Certification? (circle)	Yes No MBE WBE ESB	Yes No MBE WBE ESB	Yes No MBE WBE ESB	Yes No MBE WBE ESB
Contract Amount & Duration	\$225,000 – 4/30/2012	N/A	N/A	N/A
Payment Terms	Net 30 Days	N/A	N/A	N/A

Describe outreach efforts to MBE, WBE or ESB firms, and the results of that outreach. If you did not contact any MBE, WBE or ESB firms, briefly state why: \_\_\_\_\_

Advertised on ebid

How was this project advertised? DJC

Dates Advertised (Formal RFPs only): 5/4/11 – 5/6/11

How award was determined: Highest scoring Proposer

If you have awarded other contracts to the same firm within the last 12 months, please list: No

Date: N/A

Amount: \$ N/A

Sole Source [ ]

Emergency [ ]

Non-Profit [ ]

Grant Funding [ ]

If contract is in the Formal Dollar Threshold, does the evaluation committee meet the requirements of the Minority Evaluator Program (MEP)? YES [X] NO [ ] N/A [ ]  
→ "YES" – Please identify the MEP member below. → "NO" – Please attach CPO waiver. → "N/A" – Contract is not within the Formal Dollar Threshold.

List name and affiliation (e.g., "MEP") of each evaluation committee member (Attach copies of signed Evaluators' Non-Conflict of Interest Statements, if not already sent w/ Notice):

Derek Robbins - JWC

Evaluator Name and Affiliation

Stewart Davis - JWC

Evaluator Name and Affiliation

Tyler Wubbena - JWC

Evaluator Name and Affiliation

Greg Ivory MEP

Evaluator Name and Affiliation

Maurice Rahming – MEP

Evaluator Name and Affiliation

AUTHORIZING SIGNATURE OF COMMISSIONER/BUREAU DIRECTOR/DESIGNEE: 

List addit I evaluators below (be sure to attach copies of the non-conflict f ):

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**Chuck Kingston – JWC**

Evaluator Name and Affiliation

Evaluator Name and Affiliation

Evaluator Name and Affiliation

Evaluator Name and Affiliation

Evaluator Name and Affiliation

	Firm No 5	Firm No. 6	Firm No. 7	Firm No. 8
Firm Name	R&W Engineering, Inc			
Address	9615 SW Allen Boulevard, Suite 107			
Phone Number	503.292.6000			
Contact Person	Jim Mitchell			
Proposal Amount	\$246,080			
Proof of Insurance (type/exp)	N/A	N/A	N/A	N/A
EIN No.	N/A	N/A	N/A	N/A
EEO Expiration Date	N/A	N/A	N/A	N/A
Equal Benefits Form	N/A	N/A	N/A	N/A
Business License No.	N/A	N/A	N/A	N/A
State of Oregon Certification? (circle)	Yes No MBE WBE ESB	Yes No MBE WBE ESB	Yes No MBE WBE ESB	Yes No MBE WBE ESB
Amount & Duration	N/A	N/A	N/A	N/A
Payment Terms	N/A	N/A	N/A	N/A

	Firm No 9	Firm No. 10	Firm No. 11	Firm No. 12
Firm Name				
Address				
Phone Number				
Contact Person				
Proposal Amount				
Proof of Insurance (type/exp)	N/A	N/A	N/A	N/A
EIN No.	N/A	N/A	N/A	N/A
EEO Expiration Date	N/A	N/A	N/A	N/A
Equal Benefits Form	N/A	N/A	N/A	N/A
Business License No.	N/A	N/A	N/A	N/A
State of Oregon Certification? (circle)	Yes No MBE WBE ESB	Yes No MBE WBE ESB	Yes No MBE WBE ESB	Yes No MBE WBE ESB
Amount & Duration	N/A	N/A	N/A	N/A
Payment Terms	N/A	N/A	N/A	N/A

## Bidders List for POEM008 (unlikely candidates crossed out)

Company	Contact	EEO Expires	Business Classifications
1 ALCANTAR & ASSOC LLC	Email - Marcela Alcantar	3/2/2013	DBE, DVE, ESB, MBE, WBE (2395)
2 Alert Security Asset Protection	Email - Christopher Wright	4/27/2013	
3 BBL Architects, LLC	Email - Kalle Fletcher	4/14/2013	
4 BergerABAM Inc.	Email - Janine LaMaie		
* <del>Bid Ocean</del>	<del>Email - Sherry Ramer</del>		
* <del>BidClerk</del>	<del>Email - Jim Rittenhouse</del>	4/21/2012	
* <del>Bidnet</del>	<del>Email - Nancy Rivers</del>		
5 Black & Veatch Corporation	Email - Alan Peck	6/6/2013	
6 Brown and Caldwell	Email - Mara Gallup	12/21/2012	
* <del>Caitlin e. loos marketing and design</del>	<del>Email - Caitlin Loos</del>	4/4/2013	
7 Carleton Hart Architecture	Email - Bill Hart	3/25/2013	MBE (343)
8 Carollo Engineers	Email - Trish Burrell		
9 Cascade Design Professionals, Inc.	Email - Carolyn Slatt	3/25/2013	
10 Central Oregon Builders Exchange	Email - Connie Eves	12/21/2012	
11 CH2M HILL, Inc.	Email - Dana Ward	1/31/2013	
12 CIN	Email - Michael Hawkins		
* <del>Contractor Plan Center</del>	<del>Email - Megan Verdoorn</del>		WBE (1042)
13 Convergent Pacific, LLC	Email - Hardy Li	2/4/2013	MBE ESB (3698)
14 Cundiff Engineering, Inc.	Email - Charles Cundiff	4/18/2013	
15 D & N TRUCKING LLC.	Email - BRUCE BARNES	2/14/2013	ESB (5879)
* <del>Daily Journal of Commerce</del>	<del>Email - Michael McGivern</del>		
16 Dhillon Engineers, LLC	Email - B.S. Dhillon		
* <del>DJC Project Center</del>	<del>Email - Betty Oden</del>		
17 ELCON ASSOCIATES, INC.	Email - Sharon Miller	4/5/2013	
* <del>Envirobidnet an Entram Corp.</del>	<del>Email - John Falcone</del>	4/21/2012	
18 EnviroIssues	Email - Stephanie Senescall	12/28/2012	
19 Evergreen Engineering, Inc.	Email - David Pierce	5/6/2013	
20 Factory IQ	Email - Rod Parry	5/4/2013	
21 Foundation Engineering, Inc.	Email - Karen Peinl		
22 Fox Erosion Control and Landscape, Inc.	Email - Brian Young	2/25/2013	
23 GeoDesign, Inc.	Email - John Gannon		
24 Geotechnics LLC	Email - Andre Mare	1/10/2013	ESB (7520)
25 Glumac International	Email - Sara Titus	12/21/2012	
* <del>Green Proposals</del>	<del>Email - Shelley Tomkin</del>	5/17/2013	WBE (Not in OMWESB database)
26 Greenbusch Group, Inc., The	Email - John Greenlaw	1/4/2013	WBE (638)
27 GRI	Email - Michelle Dodgson		
28 Industrial Systems, LLC	Email - Jessica Riedl		
29 Integrated Marketing Systems	Email - David Brunswick		
30 Interface Engineering	Email - Emily Foltz	1/17/2013	
31 iSqFt	Email - Kindra Pierson		
32 James R. Hargrove Consulting Services	Email - James Hargrove		
33 KPFF Consulting Engineers	Email - Peter Christenberry	3/14/2013	
34 M Space Holdings, LLC	Email - Alan Duer		
35 MCA Architects, PC	Email - Bonni Stover	1/10/2013	
36 McGraw Hill Construction	Email - Stacy Wold		
37 MKE & Associates, Inc.	Email - Zoe Merkle		
38 Moore Iacofano Goltsman	Email - Mindy Craig		
39 Murase Associates	Email - Lysie Choi	1/26/2013	
40 MWA Architects	Email - Cezanne Miller	4/6/2013	
41 NW Engineers	Email - Greg Thiel		ESB (5681)
* <del>Orvia</del>	<del>Email - Source Management</del>		
42 Orion GPS, Inc	Email - Gary Christerson	2/14/2013	ESB (4798)
	Email - John Putnam		
43 PACE Engineers, Inc.	Email - Karleen Belmont		
44 Pacific Geotechnical, Inc.	Email - Dan Trisler		ESB (4663)
	Email - Tim Blackwood		
45 Peck Smiley Ettlin Architects	Email - Tai Magionos	3/28/2013	
46 Precision Structural Engineering, Inc.	Email - Trey Xander	4/18/2013	ESB (1976)
47 R&W Engineering, Inc.	Email - Jessica Riedl		

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Company	Contact	EEO Expires	Business Classifications
48 Shannon & Wilson, Inc.	Email - Laura Fehl	1/7/2013	
49 Shimmick Construction Company, Inc.	Email - Jessica Ganem		
50 Sparling	Email - Kristy Alley	3/28/2013	
51 Stantec	Fax - Company		
52 Stantec Consulting Services	Email - Karen MacKenzie		
53 Superelevation, Inc. (MBE,ESB,DBE)	Email - Linda Welch	4/5/2013	DBE, ESB, MBE (3904)
54 Tetra Tech, Inc.	Email - Becky Connelly	5/24/2013	
	Email - Traci Cope		
55 Wilson Associates	Email - Larry Wilson	3/30/2013	
56 Zaik Associates	Email - Peter Zaik	12/27/2012	

Total Relevant Plan Holders 56

MBE 4

WBE 2

ESB 9

OBE 45