

EXHIBIT A

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

CONTRACT NO. 30002587

SHORT TITLE OF WORK PROJECT:
Groundwater Electrical Supply Improvements

This contract is between the City of Portland ("City," or "Bureau") and Elcon Associates, Inc., hereafter called Contractor. The City's Project Manager for this contract is Patrick Easley.

Effective Date and Duration

This contract shall become effective on May 25, 2012. This contract shall expire, unless otherwise terminated or extended, on June 30, 2015.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$150,000 for accomplishment of the work.
 (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONTRACTOR DATA AND CERTIFICATION

Name (please print): Elcon Associates, Inc.

Address: 12670 NW Barnes Road, Portland, OR 97229

Employer Identification Number (EIN) 93-0656355

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

City of Portland Business License # 377488

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: Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

4. Early Termination of Contract

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor 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, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor'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 Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

6. Assignment

Contractor 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 subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

8. Indemnification for Property Damage and Personal Injury

Contractor 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 Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor 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, Contractor 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 (contractors 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 Contractor's services to be provided under this Contract:

Required by operating Bureau X

Waived by operating Bureau Director or designee ____

- (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 operating Bureau X

Waived by operating Bureau Director or designee ____

- (d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. If insurance is provided on a "claims made" basis the Contractor shall acquire "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If not feasible, contractor shall notify City immediately.

Required by operating Bureau X

Waived by operating Bureau Director or designee ____

- (e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 30 days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. The Contractor 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 Contractor 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 Contractor 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 Contractor 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

Contractor 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. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor 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 Contractor is an architect, the Work Product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-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 Contractor are and will remain the exclusive property of Contractor.

11. EEO Certification: In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

12. Equal Benefits

Contractor 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 Contractor 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 Contractor 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 Contractor 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 Subcontractors

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

22. Access to Records

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

(a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in

accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

(b) If an audit discloses that payments to the Contractor exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Contractor 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 Contractor 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: / X / Applicable / ___ / Not Applicable

If applicable, the Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Contractor's Personnel: / X / Applicable / ___ / Not Applicable

If applicable, the Contractor 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. Subcontractors

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors 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.

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

Description of Work

The Contractor shall complete the following:

1. Provide design documents to replace an existing 4160 volt (V) AC main air circuit breaker (ACB) with a new breaker.
2. Provide design for a new 115 kilovolt (KV)/4160V AC transformer and 4160V AC switchgear to convert the existing service into a double ended substation for increased reliability.
3. Create necessary drawings and develop the required specifications for the procurement and installation design.
4. Provide a construction cost estimate and give support during construction.
5. Prepare an Arc Flash/Coordination study as well as investigate the feasibility of installing power-factor correction capacitors.

All design documents shall be in accordance with City of Portland Water Bureau (PWB) design and drafting standards with existing drawings included as background shall be not be modified.

Statement of Work

The Contractor shall work with designated PWB Personnel to complete the following tasks:

Task 1 – Refurbish / Replace Main ACB**90% Design:**

- Inspect existing 4160 V circuit breaker.
- Investigate existing equipment compatibility with the new circuit breaker replacement.
- Prepare plan and specification for PWB review.

100% Design:

- Incorporate PWB comments from review 90% Design.
- Prepare final set of specifications and drawings.

Design Support during Construction:

- Provide assistance during construction including responses to Request for Informations (RFI's), change order preparation and testing support.
- Review as-built mark-ups provided by the Contractor.
- Prepare record drawings to document any changes made during construction.

**Note:* Design shall be coordinated with Task 2 to provide similar equipment. Design shall include a remote racking capability, such that staff can move device from racked to unracked position via a switch near the building door.

Task 2 – Transformer and Switchgear**30% Design:**

- Perform site inspection and take measurements of installed equipment.
- Identify areas for PWB to survey with ground penetrating radar.
- Using existing Computer Aided Drafting (CAD) drawings provided by PWB as base map to develop a preliminary site plan.
- Develop up to two (2) preliminary alternative site layouts;
 - Include preliminary single line diagram for each layout
 - Show major equipment footprints in relation to existing equipment.
- Meet with PWB staff to determine preferred station layout.
- Provide drawing package that shows preferred station layout, equipment locations, existing equipment, new components, and existing facility relocation.
- Provide construction cost estimate.

60% Design:

- Receive PWB Project Manager (PM) approval for continued design.
- Incorporate all PWB comments into the design.
- Prepare a preliminary circuit coordination study, using the available fault current from the utility.
- Prepare intermediate set of specifications.
- Prepare intermediate 1-line drawing.
- Prepare detailed site plan, including grading and drainage pattern. No stormwater modeling, report and treatment calculations are required.
- Provide schematic diagrams showing the protection and control diagrams.
- Provide layout for a pre-engineered and pre-fabricated switchgear building.
- Provide preliminary conduit routing and wire schedules.
- Prepare a design report outlining the basis of design (Electrical and Structural).
- Provide a description of recommended performance testing of the transformer.

90% Design:

- Incorporate all PWB 60% comments into the design.
- Provide nearly complete drawings of:
 - Station site plan details;
 - Conduit routing and wire schedules;
 - Protection and control schematics;
 - New rack wiring diagrams;
 - Structural foundation design and calculations for the prefabricated switchgear building created using existing geotech report. No new geotech data or report is required; and
 - Grounding and fence details.
- Provide nearly complete specifications. Specifications shall include requirements for submittal of detailed drawings, including wiring numbers, as necessary for components with control elements.
- Provide bid form.

100% Design:

- Incorporate all PWB 90% comments into the design.
- Provide complete and final drawings, specifications, bid form, and construction cost estimate.

Design Support during Construction:

- Provide assistance during construction including responses to RFI's, change order preparation, and testing support.
- Review as-built mark-ups provided by the contractor.
- Prepare record drawings to document any changes made during construction.

Task 3 – Studies

The Contractor shall update and modify as needed and requested by the PWB PM the existing Arc Flash and Circuit Coordination analysis of the Groundwater Pumping Station (GWPS) to include the new substation. The studies shall be performed using SKM PowerTools. The Contractor shall add to and modify existing 1-line diagrams of the GWPS to provide complete and updated 1-line diagrams. The PWB PM shall provide digital files in SKM format of existing analysis and the 1-line diagrams.

The Contractor shall provide an evaluation of the costs and potential benefits for modified power-factor correction capacitors (PFCC) for the (6) 4160 V, 2350 HP booster pump motors and include performance specifications, recommended brands, and estimates of the space needed for the installed equipment.

Deliverables

The following deliverables shall be provided by the Contractor within the time noted. All drawings shall be in both Portable Document Format (.pdf) and AutoCAD DWG format. Other deliverables (except for final record copies) shall be in a Microsoft Office or Project compatible format unless noted otherwise:

1. Schedule of design work – within ten (10) business days of Notice to Proceed (NTP).
2. Minutes, including design decisions, of design meetings – within two (2) business days of meetings.
3. Written responses to comments on design products by PWB Project Manager – within fifteen (15) business days of receiving comments.
4. Specifications and drawings for a replacement ACB – within approximately 120 business days of NTP.
5. Preliminary drawings and construction cost estimate for the parallel transformer – within approximately 110 business days of NTP.
6. Intermediate design drawings and specifications, and a design report – approximately 100 business days after PWB delivers comments on the preliminary design.
7. Near-final, 90% design drawings, specifications, bid form, - approximately sixty (60) business days after PWB delivers comments on the intermediate design.
8. Final design drawings, specifications, bid form, construction cost estimate, and design report, in both paper and digital form - approximately twenty (20) business days after PWB delivers comments on the 90% design.
9. Written responses to questions during bidding and construction – within three (3) business days of request for information, unless significant analysis is required.
10. Record drawings and other as-built documentation, in both paper and digital form – within twenty (20) business days of substantial completion of project construction.
11. An update and revision of existing arc-flash and circuit coordination study, in both paper and digital form, by the time of substantial completion of construction. This shall include an update of the existing 1-line diagrams for the GWPS.
12. A report of the study of improved PFCC costs and benefits, including key specifications and installation considerations – within forty (40) business days of authorization of this particular task.
13. Submit a Monthly Subconsultant Payment and Utilization Report by the 15th of each month with invoice (reference Part I, Section B.3.L. of the RFP).

All deliverables and resulting work products from this contract shall become the property of the City of Portland. As such, the Contractor and any Subcontractors grant the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Portland.

CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
Todd Thayer	Project Manager
Zachary Minteer	Engineer
Bob Jones	Senior Engineer / QA/QC Engineer

SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
Convergent Pacific LLC	Civil & Structural

The City shall enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors 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 Contractor can be paid on this contract is **\$150,000** (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Contractor may be less than that amount.

The Contractor is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City shall pay the Contractor based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, the Contractor must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Contractor 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 Contractor's compensation shall be based on the Contractor's bills previously submitted for acceptable work performed and approved.

PAYMENT TERMS: Net 30 Days

Reimbursement

Billing Rates

The billing rates shall not exceed those set forth below:

Project Manager: \$135/hour
 Senior Engineer: \$129/hour
 Engineer: \$110/hour
 QA/QC Engineer: \$135/hour
 CADD Operator: \$85/hour

These billing rates shall remain constant throughout the duration of the contract.

The Contractor shall be responsible for all Subcontractors' under this Contract. Compensation for Contractor's Subconsultants shall be limited to the same restrictions imposed on the Contractor. The maximum markup on Subconsultant services shall not exceed 5%. The Contractor shall not exceed the subcontractor's cost that has been identified per this Contract. Any estimate of the hours necessary to perform the work is not binding on the City. The Contractor 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.

Progress Payments

Within thirty (30) days after the completion of requested analyses, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: project name, tasks, staff hours for each task, and total costs for the billing period. The Contractor shall also attach photocopies of claimed reimbursable expenses, if applicable. The Project Coordinator 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 Contractor shall develop a billing format for approval by the City. Invoices shall either be e-mailed to: wbaps@portlandoregon.gov (this is the preferred method) or sent to:

City of Portland Water Bureau
Attn: Portland Water Bureau Accounts Payable
1120 SW 5th Avenue, Room 609
Portland, OR 97204

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 Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the City to Contractor.

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 T. J. [Signature] Date 4/1/12 Entity FLOR ASSOCIATES INC

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.

Elcon Associates, Inc.

BY: T. Thayer

Date: 4/9/12

Name: TODD THAYER PE

Title: ELECTRICAL PROJECT MANAGER

Contract No. 30002587Contract Title: Groundwater Electrical Supply Improvements

CITY OF PORTLAND SIGNATURES:

By: 

Bureau Director

Date: 04.20.2012

By: _____

Chief Procurement Officer

Date: _____

By: _____

Elected Official

Date: _____

Approved:

By: _____

Office of City Auditor

Date: _____

APPROVED AS TO FORM

Approved as to Form:

By: 

Office of City Attorney

Date: 4/11/2012

CITY ATTORNEY

002281

Groundwater Electrical Supply Improvements Project Contract No. 30002857 Exhibit A1					
TASK NUMBER	DESCRIPTION OF TASK	Timeline (weeks)	RATE	HOURS	TOTALS
1	Refurbish/Replace Main ACB				
	Conceptual Design for Replacement of ACB	3			
	Project Manager		\$135	4	\$540
	Senior Engineer		\$129	60	\$7,740
	Totals			64	\$8,280
	Task 1 total			64	\$8,280
2	Transformer and Switchgear				
	Conceptual Design for Installation of New Transformer	4			
	Project Manager		\$135	4	\$540
	Senior Engineer		\$129	40	\$5,160
	Engineer		\$110	60	\$6,600
	Totals			104	\$12,300
	Preliminary Design Submittal	1			
	Project Manager		\$135	8	\$1,080
	Senior Engineer		\$129	20	\$2,580
	QA/QC Engineer		\$135	4	\$540
	Engineer		\$110	40	\$4,400
	CADD Operator		\$85	40	\$3,400
	Totals			112	\$12,000
	60 Percent Design Submittal	6			
	Project Manager		\$135	16	\$2,160
	Senior Engineer		\$129	60	\$7,740
	QA/QC Engineer		\$135	8	\$1,080
	Engineer		\$110	105	\$11,550
	CADD Operator		\$85	150	\$12,750
	Totals			339	\$35,280
	90 & 100 Percent Design Submittals	4			
	Project Manager		\$135	16	\$2,160
	Senior Engineer		\$129	60	\$7,740
	QA/QC Engineer		\$135	8	\$1,080
	Engineer		\$110	120	\$13,200
	CADD Operator		\$85	156	\$13,260
	Totals			360	\$37,440
	Assistance During Construction	52			
	Project Manager		\$135	16	\$2,160
	Senior Engineer		\$129	130	\$16,770
	Totals			146	\$18,930
	Prepare Record Drawings	2			
	Project Manager		\$135	8	\$1,080
	CADD Operator		\$85	37	\$3,145
	Totals			45	\$4,225
	Record Drawings Submittal	0.15			
	Project Manager		\$135	4	\$540
	Totals			4	\$540
	Task 2 total			4	\$120,175
3	Studies				
	Power System Coordination and Arc flash Studies	3			
	Project Manager		\$135	8	\$1,080
	Senior Engineer		\$129	75	\$9,675
	QA/QC Engineer		\$135	16	\$2,160
	Totals			99	\$12,915
	Power Factor Correction Study	2			
	Project Manager		\$135	8	\$1,080
	Senior Engineer		\$129	40	\$5,160
	QA/QC Engineer		\$135	4	\$540
	Totals			52	\$6,780
	Task 3 total			52	\$19,695
	Travel, Supplies, Administrative				\$1,850
	TOTALS	77.15		2770	\$150,000