

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

CONTRACT NO. 3000641

**SHORT TITLE OF WORK PROJECT:
Portsmouth Force Main Odor Control Facility**

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and PB Americas, Inc., hereafter called Contractor. The City's Project Manager for this contract is Steve Simonson.

Effective Date and Duration

This contract shall become effective on September 1, 2009. This contract shall expire, unless otherwise terminated or extended, on September 1, 2014.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$235,492 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): PB Americas, Inc.

Address: 400 SW Sixth Avenue, Suite 802, Portland, Oregon 97204

Employer Identification Number (EIN) 11-1531569

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

City of Portland Business License # 397220

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. Information not matching IRS records could subject you to 20 percent backup withholding.

**STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

1. Access to Records

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

2. Audits

(a) The City, either directly or through a designated representative, 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 section 1, **Access to Records**. 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 Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. **Effective Date and Duration**

The passage of the contract expiration date (as recorded on reverse side) 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 cured.

4. **Order of Precedence**

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contract's terms and conditions, b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

5. **Early Termination of Agreement**

- (a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. **Payment on Early Termination**

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. **Remedies**

- (a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. **Subcontracts and 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.

9. **Compliance with Applicable Law**

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. Contractor shall complete the INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT, which is attached hereto and by this reference made a part hereof.

(a) **Indemnity - Claims for Other than Professional Liability**

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

(b) Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

(c) Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance

During the term of this contract Contractor shall maintain in force at its own expense, each 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) Required and attached or Waived by City Attorney: _____

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 Insured but only with respect to the Contractor's services to be provided under this Contract:

- (c) Required and attached or Waived by City Attorney: _____

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 nonowned vehicles, as applicable:

- (d) Required and attached or Waived by City Attorney: _____

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

- (e) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause and 10-day non-payment clause that provides that the insurance shall not terminate or be cancelled without 30 days or 10 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. Ownership of Work Product

All work products produced by the Contractor under this contract is the exclusive property of the City. "Work product" shall include but not be 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.

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

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 perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. 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 Purchasing Agent 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 Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

20. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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

21. Payment to Vendors and Subcontractors

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

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by City Project Manager)**22. Arbitration: / X / Not Applicable / ___ / Applicable (consult with City Attorney's Office before finalizing as applicable)**

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any

litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

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

23. Progress Reports: /_X_/ Applicable /___/ Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, the STATEMENT OF THE WORK should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: /_X_/ Applicable /___/ Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in the STATEMENT OF THE WORK. The Contractor shall not change personnel assignments without the prior written consent of the City.

25. Subcontractors: /_X_/ Applicable /___/ Not Applicable

The City requires Contractors to use the Minority, Women and Emerging Small Business (M/W/ESB) subcontractors identified in their proposals, and as such the Contractor shall assign these subcontractors as listed in the STATEMENT OF THE WORK to perform work in the capacities designated. The Contractor shall not change subcontractor assignments without the prior written consent of the Purchasing Agent.

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

General Assumptions

The development of the following Scope of Work is based on the following general assumptions. Additional assumptions specific to individual tasks are presented under the individual task descriptions.

1. This Scope of Work and the associated budget and schedule covers only work through the completion of final design and preparation of stamped and signed project drawings and specifications.
2. In the event that the Ventilation and Odor Modeling Study indicates that additional odor control facilities may be needed at locations other than the site in question under this scope, design of those additional facilities is outside of the scope of this project. Design of additional facilities, if indicated by the study, can be accomplished by the consultant team, but this will require an amendment to this Scope of Work and the accompanying Budget and Schedule.
3. It is understood that this Contract Agreement may be amended to include the following additional work tasks. The specific scope, schedule and budget for these additional tasks are not included in this Scope of Work and the accompanying budget and schedule does not include them.
 - Assist BES during the bidding period to respond to question raised by prospective bidders and to assist in the preparation of design clarifications and Addenda.
 - Provide professional services during construction
 - Prepare an Operations and Maintenance Manual for the odor control facility.
4. BES will provide the Consultant Team with existing drawings for the Portsmouth Forcemain, Portsmouth Tunnel, and other facilities pertinent to the odor control project. BES will provide the Consultant Team with any existing reports which address odor control for the Portsmouth Forcemain or the CSO system as applicable to this specific site.
5. BES will provide the Consultant Team with copies of previous public outreach materials pertinent to the odor control facility or the Portsmouth Forcemain in general; as well as, notes, agreements, or any other relevant products which may have been developed as a result of public outreach meetings.

6. Survey of the odor control facility site has been or will be done by others. BES will provide to the Consultant Team AutoCAD files of this survey information for incorporation into our design drawings.
7. BES will provide the Consultant Team with any available geotechnical information for the odor control facility site.
8. Additional geotechnical investigations are outside the scope of this project, but can be provided with an amendment to the contract.
9. The electronic format for documents will be as follows: Reports – Microsoft Word; Spreadsheets – Microsoft Excel; and Drawings – AutoCAD version 2007. At the request of BES, documents can also be provided in pdf format.
10. Except for the final drawings, all project drawing progress submittals (Preliminary, 60% and 90%) will be in 11"x17" bond paper format. Final drawings shall be submitted as 22"x34" mylar.
11. BES will provide the Consultant with any required drawing or report formats, including drawing title blocks and required report cover formats.
12. BES will provide comments on project deliverables using an Excel spreadsheet which includes the comment, reference location in the document and comment author.

Task Descriptions

The following task descriptions provide a detail of the tasks, task deliverables and specific assumptions made in the development of the task scope.

Task 1: Project Management Services

Task Description: This task includes those tasks necessary for the set-up, on-going management, quality assurance and control procedures, invoice and billing, and final project close-out. Specific items include:

- Prepare a Project Management Plan (PMP) – The PMP will contain information and project procedures vital to the efficient execution of the project. This includes contact information for project personnel, invoicing and billing procedures, project filing system requirements, QA/QC procedures and forms, Project Scope of Work, Task Budget Breakdown, Project Schedule, List of Deliverables and Project Close out procedures. The PMP will be updated as needed during the course of the project.
- Prepare Subcontract Agreements.
- Ongoing management of the prime consultant agreement with BES and management of the various subconsultants
- Develop and maintain the project filing system. Both an electronic and hard copy filing system will be maintained. The electronic system will include copies of project related e-mail correspondence.
- Prepare and submit monthly invoices and progress reports.
- Provide quality assurance and quality control reviews of all major deliverables. This will include completion of and signature on PB's QA/QC Review Form (to be included in the PMP).
- Provide periodic status updates to the BES project manager. These will be done by phone, e-mail or in person as appropriate to the topics being discussed.
- Conduct periodic internal consultant team meetings on average once every two weeks.
- At completion of the project, close-out project as detailed in the PMP. This includes storage of project files and final invoicing.
- PIC status updates with BES on a Quarterly basis. PIC to contact Steve Simonson at BES.

Project Deliverables:

- Project Management Plan, including any prepared updates.
- Copies of project subconsultant agreements if requested
- Monthly invoices and progress reports.
- Copies of meeting notes.

Task 1 Assumptions:

1. BES will review and provide written comments on the PMP.
2. BES will process monthly invoices and advise the project manager, in a timely manner, of any concerns regarding the invoices or the associated progress reports.

3. A total of four or five Subconsultant agreements will be required: B&C, JLA, Epsilon Engineering, Lango Hanson, and Michael Willis Architects (if an Architect is required)
4. Invoices and progress reports will be prepared by the 15th of the following month.
5. Major deliverables which will receive formal QA/QC review are assumed to be: the Ventilation and Odor Modeling Study Technical Memorandum, Odor Control Technology Selection Memorandum, Preliminary Design Report, 60%, 90% and Final Design submittal material, and the Final Design Report.
6. Status updates between BES and PB project managers will occur at a minimum weekly. In most cases these will be phone conversations. Face to face meetings will occur when issues warrant. It is assumed that 5 face to face update meetings will occur during the period of the project.
7. Consultant update meetings are assumed to occur on a biweekly basis. However, all team members will not necessarily participate in all team meetings.

Task 2: Preliminary Design Services

Task Description: This task includes the work necessary to document the project background, develop viable odor control alternatives, select the best alternative to meet project goals and prepare the criteria needed to complete the final design. Specific items included are:

- Conduct a Project Kickoff Meeting with key project team members and key BES personnel. The Project Kickoff Meeting will consist of:
 - An introduction of team members and their responsibilities
 - Team contact information and reporting requirements
 - Discussion of project history to date including public outreach efforts
 - Discussion of the project goals and specific requirements
 - Discussion of project milestones, including schedule and deliverable requirements at each milestone
- Collect and review existing information relative to the project, including information on the proposed Portsmouth Forcemain, existing Portsmouth Tunnel, and any odor control studies performed by or for BES pertinent to this project.
- Develop odor control technology screening criteria.
- Develop odor control technology alternatives
- Conduct a Preliminary Design Workshop together with BES personnel to review the odor control technology alternatives using the screening criteria. At the conclusion of this Workshop an odor control technology will be recommended to carry forth into final design.
- Conduct a second Preliminary Design Workshop with BES personnel to review site constraints and design criteria relative to the odor control technology selected in the first Preliminary Design Workshop. At a minimum, this second Workshop will result in decisions regarding whether the odor control facilities will be located above or below ground, operation and maintenance access requirements and other site needs, and general concepts for site restoration.
- Prepare a Technical Memorandum that documents the basis for selecting the recommended odor control technology. This Odor Control Technology Selection Memorandum will include a discussion of alternatives development, screening criteria development and results of the Preliminary Design Workshop. A draft memorandum will be prepared for BES review, followed by a final memorandum incorporating any BES comments. The comment response spreadsheet summarizing how BES comments were addressed will accompany the final memorandum.
- Prepare a Preliminary Design Report to be used as the guideline for Final Design of the Project. A draft report will be prepared for BES review, followed by a final report incorporating any BES comments. The comment response spreadsheet summarizing how BES comments were addressed will accompany the final report. The Preliminary Design Report will include the following items:
 - Summary of the Preliminary Design Workshop decisions
 - Odor control design criteria for the selected technology
 - Ventilation rate criteria
 - Design criteria related to the geotechnical review of the project site
 - Structural design criteria
 - Electrical and I&C design criteria
 - Landscaping and Architectural design criteria
 - Permitting requirements
 - Project schedule

Project Deliverables:

- Kickoff meeting materials
- Kickoff meeting notes
- Preliminary Design Workshop materials
- Preliminary Design Workshop notes
- Draft Odor Control Technology Selection Memorandum
- Response spreadsheet for BES comments on Odor Control Technology Selection Memorandum
- Final Odor Control Technology Selection Memorandum
- Draft Preliminary Design Report
- Response spreadsheet for BES comments on Preliminary Design Report
- Final Preliminary Design Report

Task 2 Assumptions:

1. The Project Kickoff meeting will include a maximum of 10 consultant team members and will require a maximum of 4 hours including transportation time.
2. The first Preliminary Design Workshop will include a maximum of 4 consultant team members and will require a maximum of 4 hours including transportation time.
3. The second Preliminary Design Workshop will include a maximum of 6 consultant team members and will require a maximum of 4 hours including transportation time.
4. Consultant will provide five hardcopies and one electronic copy of the Draft and Final Odor Control Technology Selection Memorandum
5. Consultant will provide five hardcopies and one electronic copy of the Draft and Final Preliminary Design Report
6. Expenses related to Task 2 are: Seattle to Portland Roundtrip (one) for Philip Wolstenholme, plus hotel (one night) and meals (two days). Total = \$1,000.

Task 3 – 60% Design

Task Description: Prepare a 60% level design for the odor control technology selected in the preliminary design. Specific items included are:

- Prepare 60% level project plans (see estimated drawing list at the end of this Scope of Work) and specifications
- Engineer's estimate of the probable cost of construction
- Technical memo on final equipment selection and construction packaging
- Provide continued permitting assistance to BES
- Coordinate with city of Portland Parks Bureau to develop a site landscape plan
- Conduct a 60% design review meeting with BES Personnel to discuss design and respond to BES comments
- Respond to comments on the 60% design package

Project Deliverables:

- Equipment Selection and Construction Packaging technical memorandum
- 60% Design Package, including:
 - Project Plans
 - Project Specifications
 - Probable Cost of Construction technical memo
 - Final recommendations on project equipment and construction packaging
- Response spreadsheet for BES comments on 60% Design Package (This will accompany the 90% Design Package submittal).

Task 3 Assumptions:

1. The 60% Design Package will be based on the latest edition of the following documents:
 - City of Portland Erosion Control Manual
 - City of Portland Storm Water Management Manual
 - BES CADD Standards
 - BES Electrical and I&C Standards

2. Preparation of the project landscaping plan will be done in conjunction with Portland Parks and Recreation consultation. Conflicts between Portland Parks and Recreation requirements and technical function of the odor control facilities or other BES requirements will be noted to BES. BES will be responsible for providing direction to the Consultant should such conflict occur.
3. BES will be responsible for preparation and submission of project permit applications. In addition to preparing the list of required permits included in Task 2, the consultant will provide support to BES regarding permitting requirements and will provide to BES copies of project drawings and reports as otherwise prepared as part of this project scope for submission to permitting agencies, if such are required. BES will be responsible for any permitting fees required for this project. Consultant support will be limited to that provided in the manhour and budget estimate included with this scope.
4. Consultant will provide five hardcopies and one electronic copy of the 60% Design Package. Drawings will be 11"x17" size with electronic version in pdf format.

Task 4 – 90% Design

Task Description: Further develop the facility design to the 90% level. Specific items included are:

- Prepare 90% level project plans (see estimated drawing list at the end of the Scope of Work) and specifications
- Update the engineer's estimate of the probable cost of construction to reflect changes from 60% to 90% design.
- Prepare a Project Construction Schedule
- Provide continued permitting assistance to BES to the limit of contract manhour and budget estimate.
- Conduct a 90% design review meeting with BES Personnel to discuss design and respond to BES comments
- Respond to comments on the 90% design package

Project Deliverables:

- 90% Design Package, including:
 - Project Plans
 - Project Specifications
 - Updated Probable Cost of Construction
 - Project Construction Schedule
- Response spreadsheet for BES comments on 90% Design Package (This will accompany the Final (100%) Design Package submittal).

Task 4 Assumptions:

- Same assumptions as presented above for 60% Design (Task 3).

Task 5 – Final (100%) Design

Task Description: Complete the facility design. Specific items included are:

- Prepare Final project plans (see estimated drawing list at the end of the Scope of Work) and specifications
- Prepare a Final update to the engineer's estimate of the probable cost of construction to reflect changes from 90% to final design.
- Prepare a Project Construction Schedule
- Provide continued permitting assistance to BES to the limit of contract manhour and budget estimate.
- Prepare a Final Design Report documenting the design of the Project. A draft report will be prepared for BES review, followed by a final report incorporating any BES comments. The comment response spreadsheet summarizing how BES comments were addressed will accompany the final report. The Final Design Report will include the following items:
 - Design Criteria utilized in the preparation of the project's Final Design Package.
 - Narrative summary of design issues that occurred during the design process
 - Project Design Calculations

Project Deliverables:

- Final (100%) Design Package, including:
 - Project Plans
 - Project Specifications
 - Updated Probable Cost of Construction
- Structural and Geotechnical calculations required for Building Permit Application

Task 5 Assumptions:

- Same assumptions as presented above for 60% Design (Task 3) except/including as follows.
- Final drawings will be prepared full size (22" x 34") on mylar, stamped and signed by the responsible engineer of record. Paper copies will not be provided.
- Electronic version of final drawings will be in Auto CADD format, including any associated x-ref files. An electronic pdf version will also be supplied at BES's request.

Task 6 – Public Involvement Support

Task Description: Assist BES public involvement personnel in outreach to the local neighborhood, soliciting neighborhood input on the project and keeping them informed as the design progresses. Specific items included are:

- Conduct a public meeting at completion of the Preliminary Design
- Conduct a public meeting at the completion of the 60% design
- Presentations about the project at the public meetings by the Project Manager or other designated person as appropriate.
- Conduct a public survey at the completion of the Preliminary Design

Project Deliverables:

- Public meeting materials
- Public survey materials

Task 6 Assumptions:

- BES will bear primary responsibility for supervision of the Public Involvement work associated with the project. The Consultant will assist in the preparation of materials for the public meetings and survey. It is assumed that BES will be responsible for the printing and mailing costs associated with meeting handouts and survey forms.
- Presentations at other meetings besides the two described above are not included in this scope or budget estimate.
- Face to face meetings with the public are not included in this scope or budget estimate
- The two public meetings will include a maximum of three consultant team members (including the project manager, and two members of the consultant public involvement team) and will require a maximum of 2 hours including transportation time for each of the meetings. A representative of the landscape architect will also participate in the Preliminary Design public meeting for the 2 hour period.

Task 7 – Ventilation and Odor Modeling Study

Task Description: The Consultant team will perform a ventilation study of the Portsmouth force main discharge and the tunnel. We will investigate potential pressurization of the Portsmouth tunnel due to both the eduction effects of the wastewater flowing in the tunnel and the air displacement of wastewater entering the tunnel. The boundaries of the investigation will extend 0.5 miles upstream and 1.0 miles downstream of the Portsmouth force main discharge point, and will include the force main. Items included in this task:

- Collect and review existing data obtained from BES on flow variations within the Portsmouth Tunnel and tributary sewers to it within the study section, anticipated flow rates and other operational strategies for the Portsmouth Forcemain (including the SIPS Phase 2 odor control system) especially as they may pertain to the flow rates in the Portsmouth Tunnel, current or

planned chemical dosing at the SIPS or other locations upstream of the study area, and available information on actual or anticipated odor levels from both the Portsmouth Tunnel and Forcemain.

- Construct a mathematical model of the tunnel system. The model construct will allow flow inputs to any sewer and the air flow volumes and differential pressures will be predicted throughout the system. The model will be capable of predicting airflow volumes, velocities, and differential pressures at any node in the system. In this manner, the model will explain and illustrate the dynamic movement of air and odors in the modeled sewers.
- Calibrate the model by collecting field data comprising pressure measurements at four locations along the Portsmouth tunnel. This will be collected by pressure data loggers installed by the Consultant.
- Prepare a Draft and Final Ventilation and Odor Control Modeling Study Technical Memorandum. In addition, incorporate the modeling results into the Odor Control Technology Selection Memorandum and Preliminary Design Report as appropriate for use in completing the final design of the project.

Project Deliverables:

- Draft Technical Memorandum on Ventilation and Odor Control Modeling Study
- Final Technical Memorandum on Ventilation and Odor Control Modeling Study

Task 7 Assumptions:

- BES will provide information regarding the flow variations, operational strategy and available information on odor levels as described above.
- Since it is not yet constructed, the influence of the future Portsmouth force main discharge will be modeled as an air displacement input.
- It is assumed that due to the anticipated low odor concentration in the tunnel, chemical addition will not be a consideration.
- The Ventilation and Odor Modeling Study does not include an assessment of the condition of existing sewers or other structures.
- The Ventilation and Odor Modeling Study does not include an evaluation of future operations as they relate to corrosion issues.
- The Ventilation and Odor Control Modeling Study will provide input to the technology selection and design of the facilities included at the site covered by this Scope of Work as presented above. Preliminary or final design of other facilities which may be recommended in the Ventilation and Odor Control Modeling Study, outside of that included in the Tasks above, are not included in this Scope of Work. Design of additional facilities, if indicated by the study, can be accomplished by the consultant team, but this will require an amendment to this Scope of Work and the accompanying Budget and Schedule.
- BES will provide access to manholes or access shafts for data collection by Consultant team.

Estimated Project Drawing List

The following drawings are assumed to be required as part of this project.

Drawing Title

Civil

Restoration Plan

Utility Plan

Civil Sections and Details

Erosion Control Plan

Erosion Control Details

Stormwater Plan & Details

Structural (This assumes below ground structure – so some variation if above ground)

General Notes

Upper and Lower Plan

Sections Sheet 1

Sections Sheet 2

Detail Sheet 1

Detail Sheet 2

Mechanical/Odor Control

Plan View

Sections

Detail Sheet 1

Detail Sheet 2

Electrical/I&C

Legend and Abbreviations

One-Line Diagram, Panel Schedule

P&ID

Building Plan: Power, Grounding, Lighting and Control

Detail Sheet 1

Detail Sheet 2

Conduit and Wire Schedule

Landscaping

Landscaping Materials & Layout Plan

Landscape Grading Plan

Planting Plan

Irrigation Plan

Landscape Details

Architectural (if required for above ground facility)

Architectural Plan

Architectural Elevations

Section Sheet 1

Section Sheet 2

Detail Sheet 1

Detail Sheet 2

Architectural Schedules

CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
Ronald Horres	Project Manager
Everett Gupton	Engineer 1
John Horne	Engineering Manager
Evan Garich	Engineer 1
John Holroyd	Senior Supervising Engineer
Lesa Chesebro	Project Admin IV
Syed Wahidi	Senior Supervising Engineer
Matthew Miller	Lead Engineer
Keith Liden	Supervising Planner
Thomas Syfrett	Senior CADD Operator
Matisse Bradford	Senior CADD Operator
Ronaldo Del Rosario	Assistant Engineer
Mark Hirota	Senior Supervising Engineer

SUBCONTRACTORS

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

NAME	ROLE ON PROJECT
Brown and Caldwell	Odor Control Modeling, Technology Selection, and QA/QC
JLA Public Involvement	Public Involvement Support
Michael Willis Architects (if required for above ground facility)	Architectural Design
Epsilon Engineering	Electrical and Instrumentation and Control Design
Lango Hanson	Landscape Architectural Design

The City will 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

Contractor shall be paid the not-to-exceed amount of \$235,492. The Contractor will be paid based on its hourly rates, costs incurred in paying its subcontractors, if any, plus any authorized expenses, as set forth in more detail below. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by the contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

Hourly Rates

The hourly billing rates shall not exceed those set forth below:

Job Billing Title	Maximum Billing Rate (\$/hour)
Project Manager	\$168
Engineer 1	\$97
Engineering Manager	\$225
Senior Supervising Engineer	\$235
Project Admin IV	\$132
Senior Supervising Engineer	\$185
Supervising Planner	\$152
Senior CADD Operator	\$81
Assistant Engineer	\$87

BES Multiplier Policy

The multiplier applied to salaries shall not exceed 3.1. The multiplier shall include the following non-reimbursable expenses: fringe benefits, payroll bonuses, autos and other defined perquisites, telecommunications, facsimile services, overhead expenses including but not limited to local and long distance telephone, parking, delivery/courier, general business and professional liability insurance, advertising costs, postage, internal copying, lease of office equipment, mileage and other local travel costs, information technology (including computer time and CAD services and other related highly specialized equipment), all other direct costs not identified as reimbursable, other indirect costs and profit.

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up.

- Out-of-Town Travel. Travel (transportation, lodging and per diem) of Consultant and/or experts when specified in the contract or requested by BES, directly attributed to specific tasks and when to a location outside a 100 mile radius of Consultant's project office. Travel costs will be reimbursed in accordance with the City's Travel Expense Guidelines which are based on the General Services Administration (GSA) per diem rates.
- Photocopying/Reproduction Costs. Reproduction of required drawings, reports, specifications, bidding documents, in excess of the number required as part of the contract excluding the cost of reproduction for Consultant's or sub's own use.

Project-Specific Reimbursable Costs

- Travel, lodging, meal for Seattle-based Odor Control Expert (will be reimbursed in accordance with the Out-of-Town Travel policy stated above.)
- Testing Equipment for Task 7 (will be reimbursed at cost without markup.)

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services for this contract is 5%.

Adjustment of Hourly Rates Due to Inflation

Annual adjustment of hourly rates will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the contract;
- No more than one increase shall be granted per contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics and certified by the City of Portland Auditor);
- Rate increases shall not be retroactive..

Other than the impact of inflation as described above, hourly rates may not be increased.

Progress Payments

On or before the 15th of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. 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 Contractor shall also attach photocopies of claimed reimbursable expenses. 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.

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 Bureau 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 _____ Date _____ Entity _____

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.

PB Americas, Inc.

BY:  Date: 07/30/09

Name: R. MCKNIGHT

Title: VICE PRES.

Contract No. 30000641

Contract Title: Portsmouth Force Main Odor Control Facility

CITY OF PORTLAND SIGNATURES:

By: WRC n/a
Bureau Director

Date: _____

By: _____ n/a
Purchasing Agent

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: APPROVED AS TO FORM
Office of City Attorney
Anda Meng
CITY ATTORNEY

Date: 7/24/09

CITY OF PORTLAND
ADDENDUM No. 1 to the
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
CONTRACT NO. 3000641

Portsmouth Force Main Odor Control Facility

The parties to the contract agree to the following changes in the language of the Standard Contract Provisions for Professional, Technical & Expert Services.

A. Add the following sentence to the end of Article 11:
Any use of the work product for purposes other than intended under this Contract shall be at the sole risk of the user, and the Contractor shall not be liable for any losses or injuries arising from such use.

B. Add the following provision as new Article 26 to the end of the agreement:

26. No Third Party Beneficiary

Parties enter into this Agreement for the sole benefit of the parties in exclusion of any other party, and no third party beneficiary is intended or created by the execution of this Agreement.

Signatures

PB Americas, Inc.

BY: [Signature] Date: 07/30/09

Name: R. MCKNIGHT

Title: Vice Pres.

City of Portland

WTR By: _____ Date: _____
Elected Official

Approved:
By: _____ Date: _____
Office of City Auditor

Approved as to Form:
By: APPROVED AS TO FORM Date: 7/24/09
Office of City Attorney
[Signature]
CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2009

PRODUCER
MARSH USA, INC.
FINPRO
1166 AVENUE OF THE AMERICAS
38TH FLOOR
NEW YORK, NY 10036
J36157-MAIN-PL-08-09

THIS CERTIFICATION 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.

INSURED
PB Americas, Inc.
One Penn Plaza
New York, NY 10119

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B:	
INSURER C:	
INSURER D:	
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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input 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				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		OTHER PROFESSIONAL LIABILITY	EOC 5871036 06	11/01/2008	11/01/2009	\$1,000,000 Per Claim \$1,000,000 Aggregate								

APPROVED AS TO FORM
[Signature]
CITY ATTORNEY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 PB #80407W
 Project Name: Portsmouth Force Main Odor Control Facility
 Client Contract No. 30000641
 NAIC #16535

CERTIFICATE HOLDER NYC-003743751-01

CANCELLATION

City of Portland
5001 N. Columbia Blvd.
Portland, OR 97203

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 IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE of Marsh USA Inc. *[Signature]*
 Dennis M. Baez

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PRODUCER
Serial # 507830
Aon Risk Services Northeast, Inc.
fka Aon Risk Services, Inc. of New York
199 Water Street
New York, NY 10038
PHONE: 866-266-7475
FAX: 866-467-7847

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

COMPANIES AFFORDING COVERAGE

COMPANY A	AMERICAN CASUALTY CO. OF READING PA (NAIC #20427)
COMPANY B	
COMPANY C	TRANSPORTATION INSURANCE COMPANY (NAIC #20494)
COMPANY D	

INSURED
PB AMERICAS, INC.
ONE PENN PLAZA
NEW YORK, NY 10119

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	GL 2095788109 GENERAL LIABILITY (A/S)	11/01/2008	11/01/2009	GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 PERSONAL & ADV INJURY \$ 2,000,000 EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BUA 2095788112 COMMERCIAL AUTO	11/01/2008	11/01/2009	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
A A C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 2095788059 AOS WC 2095788062 CA ONLY WC 2095788076 RETRO (OR,VA,WI)	11/01/2008 11/01/2008 11/01/2008	11/01/2009 11/01/2009 11/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

APPROVED AS TO FORM
[Signature]
CITY ATTORNEY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
(PB #80407W) PORTSMOUTH FORCE MAIN ODOR CONTROL FACILITY; CLIENT CONTRACT #30000641
EXCLUDING WORKERS COMPENSATION, CITY OF PORTLAND, AND ITS AGENTS, OFFICERS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF PB'S OPERATIONS.

CERTIFICATE HOLDER
CITY OF PORTLAND
5001 N. COLUMBIA BLVD.
PORTLAND, OR 97203

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
[Signature]
10242936

183135