

Exhibit A

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

CONTRACT NUMBER 30005579

**TITLE OF WORK PROJECT
Civil Engineering Services**

This contract is between the City of Portland ("City," or "Bureau") and HDR Engineering, Inc., hereafter called Consultant. The City's Project Manager for this contract is **Darren Kipper**.

Effective Date and Duration

This contract shall become effective on February 14, 2017. This contract shall expire, unless otherwise terminated or extended, on February 13, 2021.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$500,000 for accomplishment of the work. Projects within the contract will be determined by issuing a written Task Order. The total value of any one Task Order per Consultant is limited to \$250,000. Services are requested as the need arises, therefore there is no guarantee of work to be assigned under this contract, or that the total dollar limit of the contract will be reached.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): HDR Engineering, Inc.

Address: 1001 SW 5th Avenue, Suite 1800, Portland OR 97204

Employer Identification Number (EIN): 47-0680568

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

City of Portland Business Tax Registration Number: 670538

Citizenship: Nonresident alien ☐ Yes ☒ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

TERMS AND CONDITIONS

1. Standard of Care

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

2. Effect of Expiration

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

3. Order of Precedence

This contract consists of these Terms and Conditions, 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 Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage to the extent arising out of the intentional misconduct or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

☐ Required and attached // ☐ Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent consultant's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

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

12. Equal Benefits

Consultant must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

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

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 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 Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: ☒ Applicable ☐ Not Applicable

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

28. Consultant's Personnel: ☒ Applicable ☐ Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist.

30. Third Party Beneficiaries

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

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

The Consultant may be asked to provide specific services to complete engineering tasks that are part of larger Portland Water Bureau (PWB) projects. For each identified project, PWB shall provide the general scope of work. The Consultant shall develop and negotiate the specific scope of work, budget, deliverables and schedule. These details shall be agreed upon in writing by the Consultant and the City in individual Task Orders for each project. Equity in the utilization of subcontractors is of paramount importance to the City for the work performed.

The Consultant shall be required to:

- A. Proceed with minimal direction and supervision;
- B. Coordinate with other City departments and public and private utilities as directed by the City/PWB Project Manager;
- C. Assist in securing land use and construction approvals (including work in environmental zones, conditional use approvals and building permit approvals);
- D. Assist in securing other permits from other agencies; and,
- E. Design each project in accordance with the following:
 - PWB Design Manual
 - PWB CAD Standards
 - Standard Construction Specifications for the City of Portland
 - Portland Water Bureaus Developers Manual
 - American Water Works Association
 - American Association of Testing Materials
 - City Erosion Control Manual
 - Occupational Safety and Health Administration
 - Oregon Administration Rules
 - Uniform Plumbing Code
 - All other applicable PWB manuals, policies and conditions included within the scope of each project

The Consultant shall provide **Civil Engineering** services to complete engineering tasks that are a part of larger PWB projects as required. The Consultant shall provide planning, design and/or construction services as needed for the following aspects of municipal water systems:

- Water storage tanks
- Pump stations
- Distribution and transmission mains (all sizes)
- Pressure regulating and control facilities
- Water treatment facilities
- Groundwater facilities
- Other water related facilities as determined by PWB

Specific tasks that may be requested include but are not limited to the following:

1. Planning and Preliminary Engineering

- a) Preliminary engineering reports and memoranda
- b) Master planning
- c) Hydraulic modeling including transient analysis
- d) Demand and capacity analysis
- e) Business case development including benefit/cost analysis
- f) Alternative analysis
- g) Risk analysis
- h) Cost estimation and analysis (capital, O&M, and life cycle cost)
- i) Permit identification, permitting strategies, and assistance with permit applications (Federal, State, City, environmental, historic and land use)
- j) Identification of project constraints and key issues including constructability and operability issues
- k) Environmental assessments and impact studies
- l) Mixing zone studies
- m) Water quality studies
- n) Water audits
- o) Condition assessments
- p) Seismic and structural analyses
- q) Site and facility layouts
- r) Construction sequencing
- s) Procurement methods
- t) Public involvement
- u) Facility security
- v) Underwater diving inspection services (requires specialized insurance)
- w) Landscaping, site restoration issues
- x) Property ownership issues
- y) Project scheduling, resource loaded scheduling, and resource management
- z) Planning and preliminary engineering services may also require a broad range of services such as civil, structural, mechanical, geotechnical, electrical, and instrumentation/control engineering; architectural design; survey, potholing, and utility coordination; CAD, and additional civil engineering services as required

2. Design

- a) Project management/coordination
- b) Arranging survey work
- c) Erosion and traffic control plans
- d) Site analysis
- e) Preparation and submission of biddable plans and specifications and estimates
- f) Permitting assistance including preparation of various applications to federal, state and local government agencies
- g) Design milestone reports
- h) Pre-design and alternative analysis
- i) Project scheduling and resource loaded scheduling
- j) Writing technical reports and memorandum including Technical and Bidability, Constructability, Operability, and Environmental (BCOE) reviews of designs, drawings, and specifications
- k) Public education and involvement activities and support services for PWB's Public Outreach Plans
- l) Peer review of designs, drawings and specifications
- m) Provide all drawings, plans, and details in MicroStation format and in accordance with the PWB's CAD standards and workspace environment
- n) Design services may also require a broad range of services such as civil, structural, mechanical, geotechnical, electrical, and instrumentation/control engineering; architectural design; survey, potholing, and utility coordination; value engineering; computer aided engineering for specialized engineering analysis; CAD; preparation of Operation & Maintenance (O&M) manuals; and Quality Assurance/Quality Control (QA/QC)

3. Construction Management

- a) Review of construction materials
- b) Response to PWB's construction contractor's requests for information, assistance in preparation of responses to construction claims, change orders, and other miscellaneous documents
- c) Construction oversight
- d) Attend the pre-construction conference(s)
- e) Prepare Construction Requests for Proposals directed to PWB's construction contractor or work that may result in change orders issued by PWB
- f) Make periodic visits to the site to observe, as an experienced and qualified design engineer of record, the progress and quality of the assigned aspects of the work
- g) Determine if work is proceeding in accordance with the contract documents and perform other quality control functions in regards to construction projects.
- h) Provide a written response or report to the PWB of observations and recommendations based on project site visits
- i) Assist in providing interpretations and clarifications of the contract documents in preparation of field orders and construction change orders
- j) Review shop drawings and submittals for contract compliance
- k) Provide qualified inspection services to support construction
- l) Collect and review all operating and maintenance manuals/instructions, schedules, certificates of inspection, tests and approvals
- m) Provide electronic versions of construction close-out as-builts that are developed by PWB's construction contractor
- n) Develop and ensure compliance with the project punch list
- o) Obtain operations and maintenance data when required or specified
- p) Obtain guarantees and/or special warranties

TASK ORDERS

Work performed under this Contract must be authorized via a written Task Order signed by the City and the Consultant. The scope of work, schedule, deliverables, and compensation for each project shall be defined in the Task Order prior to commencement of the work. Any change to the scope of work, schedule, deliverables, and compensation must be agreed upon by the City and the Consultant in writing as an amendment to the Task Order.

The initial Task Order and any/all task order amendments (even no cost) must be signed by the Bureau's Director. The Water Bureau Director shall approve Task Orders and Task Order amendments in the following scenarios: When amending the Task Order to increase compensation is greater than 25% of the original Task Order amount.

Compensation for each Task Order shall be determined through negotiation with the Consultant based on the scope of work, the hours the Consultant estimates for performance of the work and the Consultant hourly rates, subject to a predetermined cap for the maximum compensation for the particular Task Order. If the work requires fewer hours than those estimated, the Consultant shall be paid for the actual hours necessary to complete the Task Order. If the Consultant underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City.

The Consultant must be able to start the work per the Task Order no later than 7 calendar days from the date of the Notice to Proceed as projects often require work with short deadlines. If the Consultant is unable or unwilling to complete the project within the required time, it shall so state in writing to the City's Project Manager and shall forfeit the Task Order within 24 hours of being notified.

Task Orders will be negotiated on a rotational basis. In the event the City and a Consultant cannot reach a favorable agreement on the maximum compensation for a specific Task Order, the City shall terminate negotiations and commence negotiations with the next Consultant from the rotational list. Continual difficulties in negotiating compensation caps or repeated unavailability or inability to perform Task Orders may result in removal of a successful Proposer from the rotation list and cancellation of the successful Proposer's price agreement with the City. In the event that the contract maximum amount is reached prior to the end of the contract term, that Consultant shall be removed from the on-call rotation list. Following the execution of each Task Order, the City/PWB assigned Project Manager will work directly with the Consultant for the duration of the project unless otherwise noted on the Task Order.

CONSULTANT PERSONNEL AND RATES

The Consultant shall assign the following personnel to do the work in the capacities designated below. Compensation rates for the full term of this Contract shall not be changed and are provided below.

PERSONNEL	ROLE ON PROJECT
Scott Christensen	Engineer V
Philippe Daniel	QC/Technical Advisor
Graham Bell	QC/Technical Advisor
Dan Ellison	QC/Technical Advisor
John Plattsmier	QC/Technical Advisor
Kristi Nelson	Engineer II
Pierre Kwan	Engineer V
Matt Duffy	Engineer II
Rich Stratton	Engineer V
Bryan Black	Engineer V
Ronan Igloria	Engineer III
Lisa Tamura	Engineer II
Bethany McDonald	Engineer V
Dave Spencer	Engineer III
Chris Behr	Scientist/Planner V
Bob Bosco	Scientist/Planner III
Don Best	Engineer IV
Amy Dammarell	Engineer V
Nicki Pozos	QC/Technical Advisor
Shane Cline	Engineer IV
Chris Higgins	Engineer II
Verena Winter	Engineer II
Paul Woerrlein	Engineer I
Rich Hannan	Engineer IV
Kyle Donovan	Engineer I
Wesley Nickerman	EIT
Ryan Sheean	EIT
Randy Harrington	EIT
Jason Magalen	Engineer III
Shannon Williams	Engineer I
Brooke Barry	EIT
Kelsey Harpham	EIT
Shawn Kuhns	Technician IV
Sarah Pawlowski	Technician II
Nick LaRue	Technician II
Jennifer Switzer	Technician II
Joanne McKinnon	Technician II
Leandra Cleveland	Scientist/Planner III
Sara Twitchell	Scientist/Planner II
Dave Ward	Scientist/Planner IV
Cassie Davis	Technician II

Catherine Von Handorff	Technician I
------------------------	--------------

HDR			
Position Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
QC/Technical Advisor	\$298	\$304	\$310
Engineer V	\$246	\$251	\$256
Engineer IV	\$225	\$230	\$234
Engineer III	\$200	\$204	\$208
Engineer II	\$164	\$167	\$171
Engineer I	\$135	\$138	\$140
EIT	\$110	\$112	\$114
Scientist/Planner V	\$246	\$251	\$256
Scientist/Planner IV	\$200	\$204	\$208
Scientist/Planner III	\$164	\$167	\$171
Scientist/Planner II	\$135	\$138	\$140
Scientist/Planner I	\$105	\$107	\$109
Technician V	\$180	\$184	\$187
Technician IV	\$165	\$168	\$172
Technician III	\$148	\$151	\$154
Technician II	\$105	\$107	\$109
Technician I	\$69	\$70	\$72

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated and shall compensate at the rate(s) indicated:

Akana	M/W/ESB STATUS:		
PERSONNEL	ROLE ON PROJECT		
Herbert Fricke	Program Manager		
Jeff Faunce	Senior Project Manager		
Paul Knox	Senior Civil Engineer		
Hourly Rates			
Position Classification	Hourly Billing Rate Year 2	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Program Manager	\$210	\$214	\$218
Sr. Project Manager	\$219	\$223	\$228
Project Manager	\$145	\$148	\$151
Sr. Civil Engineer	\$165	\$168	\$172
Civil Engineer	\$130	\$133	\$135
Jr. Civil Engineer	\$105	\$107	\$109
Sr. CAD Technician	\$95	\$97	\$99

CAD Technician	\$80	\$82	\$83
Sr. Construction Manager	\$175	\$179	\$182
Construction Manager	\$135	\$138	\$140
Sr. Construction Inspector	\$135	\$138	\$140
Construction Inspector	\$100	\$102	\$104
Jr. Construction Inspector	\$90	\$92	\$94
Sr. Field Technician	\$75	\$77	\$78
Jr. Field Technician	\$55	\$56	\$57
Sr. Construction Administrator	\$105	\$107	\$109
Construction Administrator	\$75	\$77	\$78
Clerical	\$75	\$77	\$78

Convergent Pacific	M/W/ESB STATUS: MBE		
PERSONNEL	ROLE ON PROJECT		
Hardy Li	Principal/Senior Project Manager		
Hourly Rates			
Position Classification	Hourly Billing Rate Year 2	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Project Manager/Principal Engineer	\$165	\$168	\$172
Senior Structural Engineer	\$135	\$138	\$140
Structural Engineer	\$121	\$123	\$126
Senior Civil Engineer	\$116	\$118	\$121
Engineering Designer	\$97	\$99	\$101
Senior CAD Technician	\$97	\$99	\$101
CAD Technician	\$77	\$79	\$80
Senior Surveyor	\$111	\$113	\$115
Surveyor	\$102	\$104	\$106
2-Man Survey Crew	\$160	\$163	\$166
1-Man Survey Crew	\$131	\$134	\$136

Emerio Design	M/W/ESB STATUS: MBE		
PERSONNEL	ROLE ON PROJECT		
Edward Phelps	Senior Professional Land Surveyor		
Ryan Walker	Senior Designer		
Hourly Rates			
Position Classification	Hourly Billing Rate Year 2	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Senior Project Engineer	\$135	\$138	\$140
Senior Designer	\$110	\$112	\$114
Designer	\$95	\$97	\$99
CADD Technician II	\$95	\$97	\$99

CADD Technician I	\$75	\$77	\$78
Senior Professional Land Surveyor	\$120	\$122	\$125
Professional Land Surveyor	\$115	\$117	\$120
Three Person Crew	\$200	\$204	\$208
Two Person Crew	\$160	\$163	\$166
One Person Crew	\$120	\$122	\$125
Project Assistant	\$79	\$81	\$82

Geosyntec	M/W/ESB STATUS: NONE		
PERSONNEL	ROLE ON PROJECT		
Rob Annear	Senior Principal		
Bob Anderson	Senior Principal		
Jacob Krall	Professional		
Hourly Rates			
Position Classification	Hourly Billing Rate Year 2	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Staff Professional	\$118	\$120	\$123
Senior Staff Professional	\$138	\$141	\$144
Professional	\$158	\$161	\$164
Project Professional	\$180	\$184	\$187
Senior Professional	\$202	\$206	\$210
Principal	\$222	\$226	\$231
Senior Principal	\$240	\$245	\$250
Engineering Technician I	\$60	\$61	\$62
Engineering Technician II	\$67	\$68	\$70
Senior Engineering Technician I	\$74	\$75	\$77
Senior Engineering Technician II	\$78	\$80	\$81
Site Manager I	\$85	\$87	\$88
Site Manager II	\$95	\$97	\$99
Construction Manager I	\$108	\$110	\$112
Construction Manager II	\$120	\$122	\$125
Designer	\$130	\$133	\$135
Senior Drafter/Senior CADD Operator	\$115	\$117	\$120
Drafter/CADD Operator/Artist	\$110	\$112	\$114
Project Administrator	\$62	\$63	\$65
Clerical	\$50	\$51	\$52

JLA Public Involvement	M/W/ESB STATUS: WBE		
PERSONNEL	ROLE ON PROJECT		
Sam Beresky	Public Involvement Specialist 6		
Hourly Rates			
Position Classification	Hourly Billing Rate Year 2	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Senior Associate 2	\$191.99	\$196	\$200
Senior Associate 1	\$171.94	\$175	\$179
Public Involvement Specialist 6	\$148.35	\$151	\$154
Public Involvement Specialist 5	\$131.56	\$134	\$137
Public Involvement Specialist 4	\$116.16	\$118	\$121
Public Involvement Specialist 3	\$100.12	\$102	\$104
Public Involvement Specialist 2	\$87.95	\$90	\$92
Public Involvement Specialist 1	\$76.08	\$78	\$79
Administration 5	\$121.33	\$124	\$126
Administration 4	\$97.84	\$100	\$102
Administration 3	\$78.27	\$80	\$81
Administration 2	\$62.14	\$63	\$65
Administration 1	\$48.93	\$50	\$51

Northwest Hydraulic Consultants	M/W/ESB STATUS: NONE		
PERSONNEL	ROLE ON PROJECT		
David Axworthy	Principal		
Hourly Rates			
Position Classification	Hourly Billing Rate Year 2	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Principal	\$237.62	\$242	\$247
Sr. Project Engineer	\$219.91	\$224	\$229
Sr. Engineer 1	\$182.19	\$186	\$190
Sr. Engineer/Scientist 2	\$151.55	\$155	\$158
Engineer 1	\$133.90	\$137	\$139
Engineer 2	\$126.97	\$130	\$132
Scientist 2	\$109.75	\$112	\$114
Jr. Engineer	\$96.42	\$98	\$100
GIS Specialist	\$125.66	\$128	\$131
Sr. Engineering Technician	\$127.30	\$130	\$132
GIS Analyst	\$78.30	\$80	\$81
Jr. Engineering Technician	\$64.20	\$65	\$67
Sr. Contract Administrator	\$165.05	\$168	\$172
Sr. Document Production Specialist	\$111.36	\$114	\$116
Document Production Specialist	\$75.02	\$77	\$78

Ochsner Resource Consulting & Associates LLC	M/W/ESB STATUS: WBE		
PERSONNEL	ROLE ON PROJECT		
Jean Ochsner	Principal/Senior Scientist		
Hourly Rates			
Position Classification	Hourly Billing Rate Year 2	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Principal	\$139.15	\$142	\$145

Rhino One Geotechnical	M/W/ESB STATUS: MBE		
PERSONNEL	ROLE ON PROJECT		
Rajiv Ali	Senior Geotechnical Engineer		
Hourly Rates			
Position Classification	Hourly Billing Rate Year 2	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Sr. Geotechnical Engineer	\$160	\$163	\$166
Geotechnical Engineer	\$91	\$93	\$95
Geologist	\$85	\$87	\$88
Geologist	\$85	\$87	\$88
Engineering/CADD Technician	\$75	\$77	\$78
Administrative Support	\$72	\$73	\$75

Right-of-Way Associates	M/W/ESB STATUS: ESB		
PERSONNEL	ROLE ON PROJECT		
David Feinauer	Right of Way Manager		
Genesee Jayasuriya	Project Coordinator		
Hourly Rates			
Position Classification	Hourly Billing Rate Year 2	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Right of Way Manager	\$110	\$112	\$114
Right of Way Agent	\$90	\$92	\$94
Project Coordinator	\$90	\$92	\$94
Right of Way Agent	\$90	\$92	\$94
Project Support	\$65	\$66	\$68

SEFT Consulting	M/W/ESB STATUS: MBE		
PERSONNEL	ROLE ON PROJECT		
Kent Yu	Principal		
Hourly Rates			
Position Classification	Hourly Billing Rate Year 2	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Design Engineer	\$145	\$148	\$151
Project Engineer	\$155	\$158	\$161
Project Manager	\$175	\$179	\$182
Principal	195	199	203

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Contractor Resources.

COMPENSATION

The maximum that the Consultant can be paid on this contract is **\$500,000** (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 Consultant may be less than that amount.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Consultant's compensation will be based on the Consultant's bills previously submitted for acceptable work performed and approved.

Consultant shall evaluate and certify subconsultants invoices for payment, including review and determination of whether each charge is accurate and constitutes payment for fully authorized and completed Work, and maintain complete records regarding performance of this Service.

PAYMENT TERMS: Net 30 Days

Hourly Rates

The PWB has authorized an annual 2% rate increase for each year of this contract. The increases have been established in the hourly rate tables listed above. The first annual rate increase is estimated to be **January 2018**. The hourly billing rates shall not exceed those set forth in the rates provided in this contract.

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

- Travel, including mileage, beyond a 100-mile radius of Portland when specifically required by the Contract;
- Document reproduction directly attributable to the Contract; and,
- Approved Reimbursable Direct Costs.

Travel Expenses

It is the policy of the State that all travel shall be allowed only when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the City.

The travel must comply with all the requirements set forth in this section and must be for official City business only. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount. In addition to meals and lodging, travel expenses will be reimbursed for airfare and rental vehicles only if Consultant is acting within the course and scope of his/her duties under this Contract. Receipts are required for all out-of-state travel expenses. All Consultant representatives will fly "coach class," unless Consultant personally pays the difference. All Consultant representatives will be limited to economy or compact size rental vehicles, unless Consultant personally pays the difference.

For any exceptions to the expense items listed above, Consultant must obtain the separate written approval by the authorized PWB agent and in writing prior to incurring any expense for which reimbursement will be sought. The City will not pay any mark up over actual allowable reimbursement costs.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 5%.

Progress Payments

Compensation to the successful Proposer will be based on invoices, monthly MUR reports and detailed Task Order progress reports submitted to the PWB, which shall document completion of Task/subtasks and provide detailed documentation of Project activity

associated with the Task Order by the successful Proposer (including subconsultants). The successful Proposer is required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the Project or part of the Contract are not eligible for reimbursement.

On or before the 15th of each month, the Consultant shall submit to the Water Bureau's Accounts Payable Department an Invoice for work performed per each Task Order by the Consultant during the preceding month. The Invoice shall contain the following information described in detail below.

The Consultant shall enter all pertinent information below on their invoice for each Task Order in order for the City to review and authorize processing of invoices for payment:

1. The correct name of the City's PM for the Task Order
2. Invoice date
3. Date range during which the Services being invoiced for were provided
4. Invoice number that ends in a "##", which represents the correct invoice sequence of issue. The last invoice submitted on the Task Order must be clearly labeled "Final Invoice"
5. The correct Contract number and Task Order number
6. Original Contract total, not to exceed amount broken out by: Basic Services and Mitigation Services
7. Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item 6 above, showing the revised Contract amounts
8. Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item 6 above
9. Amounts being invoiced for in the current invoice and broken out the same way as in item 6 above, with a roll up of a "Total Amount Billed For This Invoice" line item amount
10. Balances Remaining after receipt of payment for the current invoice broken out the same way as in item 6 above
11. Consultant shall describe all Services performed with particularity and by whom it was performed (Consultants individual or subconsultant, labor category, direct labor rate, hours worked during the period) and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into line item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoices for Basic Services under a specific Phase and Task shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Phase and Task that the amount invoiced represents.
12. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable
13. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract
14. The billing from the Consultant shall clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices

Prior to initial billing, the Consultant shall develop a billing format for approval by the City. Submission of the draft billing document shall be emailed to the PWB Contract Administration Branch at: Corrina.Rodriguez@portlandoregon.gov for final review and approval.

The invoice, monthly MUR reports and detailed monthly Project progress reports shall be e-mailed to: wbaps@portlandoregon.gov and to the assigned Project Manager for each Task Order.

A copy of the monthly MUR report shall also be emailed to the City Procurement Compliance Specialist at: Brenda.Scott@portlandoregon.gov

The City shall make payments to which no dispute exists within 30 days of receipt of the invoice and only after receipt and approval of Consultant's detailed monthly invoice, and all reports, designs, certificates, and documents covered by the invoice have been submitted. 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.

Consultant agrees that the City has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Subconsultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Subconsultants and subcontractors for services performed on the Project. The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

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

Consultant Signature: _____

Date: 11/17/2016

Entity: HDR ENGINEERING, INC.

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONSULTANT CERTIFICATION STATEMENT:

As an independent Consultant, I certify that I meet 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 Consultant 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. Consultant: 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.

Consultant Signature _____

Date _____

FOR CITY USE ONLY

PROJECT MANAGER-COMPLETE ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
 ORS 670.600 Independent Consultant 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 consultant" 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 _____

CONSULTANT 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 Consultant 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 consultant as defined in ORS 670.600.

HDR Engineering, Inc.

BY: _____



Date: _____

11/17/2016

Name: _____

MICHAEL H. BERTRAN

Title: _____

VICE PRESIDENT

CONTRACT NUMBER: 30005579

CONTRACT TITLE: Civil Engineering Services

CITY OF PORTLAND SIGNATURES:

By: N/A
Bureau Director

Date: _____

By: _____
Chief Procurement Officer

Date: _____

By: N/A
Elected Official

Date: _____

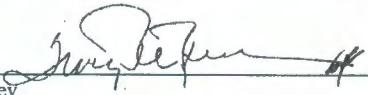
Approved:

By: N/A
Office of City Auditor

Date: _____

APPROVED AS TO FORM

Approved as to Form:

By: 
Office of City Attorney

Date: 11/22/16

CITY ATTORNEY

Exhibit B

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

CONTRACT NUMBER 30005581

**TITLE OF WORK PROJECT
Civil Engineering Services**

This contract is between the City of Portland ("City," or "Bureau") and Kennedy Jenks Consultants, hereafter called Consultant. The City's Project Manager for this contract is **Darren Kipper**.

Effective Date and Duration

This contract shall become effective on February 14, 2017. This contract shall expire, unless otherwise terminated or extended, on February 13, 2020.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$500,000 for accomplishment of the work. Projects within the contract will be determined by issuing a written Task Order. The total value of any one Task Order per consultant is limited to \$250,000. Services are requested as the need arises, therefore there is no guarantee of work to be assigned under this contract, or that the total dollar limit of the contract will be reached.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Kennedy Jenks Consultants

Address: 421 SW 6th Avenue, Suite 1000, Portland OR 97204

Employer Identification Number (EIN): 94-2147007

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

City of Portland Business Tax Registration Number: 414828

Citizenship: Nonresident alien ☐ Yes ☒ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

TERMS AND CONDITIONS

1. Standard of Care

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

2. Effect of Expiration

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

3. Order of Precedence

This contract consists of these Terms and Conditions, 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 Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

☐ Required and attached // ☐ Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent consultant's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

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

12. Equal Benefits

Consultant must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

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

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 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 Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: ☒ Applicable ☐ Not Applicable

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

28. Consultant's Personnel: ☒ Applicable ☐ Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist.

30. Third Party Beneficiaries

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

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

The Consultant may be called on to perform any combination of the tasks listed below. The Consultant may be asked to provide specific services to complete engineering tasks that are part of larger Portland Water Bureau (PWB) projects. For each identified project, PWB will provide the general scope of work. Consistent with the original proposal submission and this solicitation, the Consultant shall develop and negotiate the specific scope of work, budget, deliverables and schedule. These details shall be agreed upon in writing by the Consultant and the City in individual Task Orders for each project. Equity in the utilization of subcontractors is of paramount importance to the City for the work performed.

The Consultant shall be required to:

- A. Proceed with minimal direction and supervision;
- B. Coordinate with other City departments and public and private utilities as directed by the City/PWB Project Manager;
- C. Assist in securing land use and construction approvals (including work in environmental zones, conditional use approvals and building permit approvals);
- D. Assist in securing other permits from other agencies; and,
- E. Design each project in accordance with the following:
 - PWB Design Manual
 - PWB CAD Standards
 - Standard Construction Specifications for the City of Portland
 - Portland Water Bureaus Developers Manual
 - American Water Works Association
 - American Association of Testing Materials
 - City Erosion Control Manual
 - Occupational Safety and Health Administration
 - Oregon Administration Rules
 - Uniform Plumbing Code
 - All other applicable PWB manuals, policies and conditions included within the scope of each project

The Consultant may be asked to provide *Civil Engineering* services to complete engineering tasks that are a part of larger PWB projects. The Consultant may be required to provide planning, design and/or construction services for the following aspects of municipal water systems:

- Water storage tanks
- Pump stations
- Distribution and transmission mains (all sizes)
- Pressure regulating and control facilities
- Water treatment facilities
- Groundwater facilities
- Other water related facilities as determined by PWB

Specific tasks that may be requested include but is not limited to the following:

1. Planning and Preliminary Engineering

- a) Preliminary engineering reports and memoranda
- b) Master planning
- c) Hydraulic modeling including transient analysis
- d) Demand and capacity analysis
- e) Business case development including benefit/cost analysis
- f) Alternative analysis
- g) Risk analysis
- h) Cost estimation and analysis (capital, O&M, and life cycle cost)
- i) Permit identification, permitting strategies, and assistance with permit applications (Federal, State, City, environmental, historic and land use)
- j) Identification of project constraints and key issues including constructability and operability issues
- k) Environmental assessments and impact studies
- l) Mixing zone studies
- m) Water quality studies
- n) Water audits
- o) Condition assessments
- p) Seismic and structural analyses
- q) Site and facility layouts
- r) Construction sequencing
- s) Procurement methods
- t) Public involvement
- u) Facility security
- v) Underwater diving inspection services (requires specialized insurance)
- w) Landscaping, site restoration issues
- x) Property ownership issues
- y) Project scheduling, resource loaded scheduling, and resource management
- z) Planning and preliminary engineering services may also require a broad range of services such as civil, structural, mechanical, geotechnical, electrical, and instrumentation/control engineering; architectural design; survey, potholing, and utility coordination; CAD, and additional civil engineering services as required

2. Design

- a) Project management/coordination
- b) Arranging survey work
- c) Erosion and traffic control plans
- d) Site analysis
- e) Preparation and submission of biddable plans and specifications and estimates
- f) Permitting assistance including preparation of various applications to federal, state and local government agencies
- g) Design milestone reports
- h) Pre-design and alternative analysis
- i) Project scheduling and resource loaded scheduling
- j) Writing technical reports and memorandum including Technical and Bidability, Constructability, Operability, and Environmental (BCOE) reviews of designs, drawings, and specifications
- k) Public education and involvement activities and support services for PWB's Public Outreach Plans
- l) Peer review of designs, drawings and specifications
- m) Provide all drawings, plans, and details in MicroStation format and in accordance with the PWB's CAD standards and workspace environment
- n) Design services may also require a broad range of services such as civil, structural, mechanical, geotechnical, electrical, and instrumentation/control engineering; architectural design; survey, potholing, and utility coordination; value engineering; computer aided engineering for specialized engineering analysis; CAD; preparation of Operation & Maintenance (O&M) manuals; and Quality Assurance/Quality Control (QA/QC)

3. Construction Management

- a) Review of construction materials
- b) Response to PWB's construction contractor's requests for information, assistance in preparation of responses to construction claims, change orders, and other miscellaneous documents
- c) Construction oversight
- d) Attend the pre-construction conference(s)
- e) Prepare Construction Requests for Proposals directed to PWB's construction contractor or work that may result in change orders issued by PWB
- f) Make periodic visits to the site to observe, as an experienced and qualified design engineer of record, the progress and quality of the assigned aspects of the work
- g) Determine if work is proceeding in accordance with the contract documents and perform other quality control functions in regards to construction projects.
- h) Provide a written response or report to the PWB of observations and recommendations based on project site visits
- i) Assist in providing interpretations and clarifications of the contract documents in preparation of field orders and construction change orders
- j) Review shop drawings and submittals for contract compliance
- k) Provide qualified inspection services to support construction
- l) Collect and review all operating and maintenance manuals/instructions, schedules, certificates of inspection, tests and approvals
- m) Provide electronic versions of construction close-out as-builts that are developed by PWB's construction contractor
- n) Develop and ensure compliance with the project punch list
- o) Obtain operations and maintenance data when required or specified
- p) Obtain guarantees and/or special warranties

TASK ORDERS

Work performed under the contract must be authorized via a written Task Order signed by the City and the Consultant. The scope of work, schedule, deliverables, and compensation for each project shall be defined in the Task Order prior to commencement of the work. Any change to the scope of work, schedule, deliverables, and compensation must be agreed upon by the City and the Consultant in writing as an amendment to the Task Order.

The initial Task Order and any/all task order amendments (even no cost) must be signed by the Bureau's Director. The Water Bureau Director shall approve Task Orders and Task Order amendments in the following scenarios: When amending the Task Order to increase compensation is greater than 25% of the original Task Order amount.

Compensation for each Task Order shall be determined through negotiation with the Consultant based on the scope of work, the hours the Consultant estimates for performance of the work and the Consultant hourly rates, subject to a predetermined cap for the maximum compensation for the particular Task Order. If the work requires fewer hours than those estimated, the Consultant shall be paid for the actual hours necessary to complete the Task Order. If the Consultant underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City.

The Consultant must be able to start the work per the Task Order no later than 7 calendar days from the date of the Notice to Proceed as projects often require work with short deadlines. If the Consultant is unable or unwilling to complete the project within the required time, it shall so state in writing to the City's Project Manager and shall forfeit the Task Order within 24 hours of being notified.

Task Orders will be negotiated on a rotational basis. In the event the City and a Consultant cannot reach a favorable agreement on the maximum compensation for a specific Task Order, the City shall terminate negotiations and commence negotiations with the next Consultant from the rotational list. Continual difficulties in negotiating compensation caps or repeated unavailability or inability to perform Task Orders may result in removal of a successful Proposer from the rotation list and cancellation of the successful Proposer's price agreement with the City. In the event that the contract maximum amount is reached prior to the end of the contract term, that Consultant shall be removed from the on-call rotation list. Following the execution of each Task Order, the City/PWB assigned Project Manager will work directly with the Consultant for the duration of the project unless otherwise noted on the Task Order.

CONSULTANT PERSONNEL

The Consultant shall assign the following personnel to do the work in the capacities designated (name/role). Compensation rates for the full term of this contract shall not be changed and are provided below.

Name	Position Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Jen Garbely	Engineer-Scientist-Specialist 5	\$170	\$173	\$177
Rob Peacock	Engineer-Scientist-Specialist 6	\$190	\$194	\$198
Michael Humm	Engineer-Scientist-Specialist 5	\$170	\$173	\$177
Al Shewey	Engineer-Scientist-Specialist 8/9	\$235	\$240	\$244
Bob Ryder	Engineer-Scientist-Specialist 6	\$190	\$194	\$198
Don Barraza	Engineer-Scientist-Specialist 8/9	\$235	\$240	\$244
Jeff Foray	Engineer-Scientist-Specialist 7	\$210	\$214	\$218
Ed Barnhurst	Engineer-Scientist-Specialist 8/9	\$235	\$240	\$244
David Seymour	Engineer-Scientist-Specialist 6	\$190	\$194	\$198
Milt Larsen	Engineer-Scientist-Specialist 7	\$210	\$214	\$218
Jake Salter	Engineer-Scientist-Specialist 5	\$170	\$173	\$177
Gregg Bryden	Engineer-Scientist-Specialist 7	\$210	\$214	\$218
Sandy Schuler	Engineer-Scientist-Specialist 6	\$190	\$194	\$198
Randy Bos	Engineer-Scientist-Specialist 6	\$190	\$194	\$198
Kim Sloat	Engineer-Scientist-Specialist 8/9	\$235	\$240	\$244
Dave Williams	Engineer-Scientist-Specialist 8/9	\$235	\$240	\$244
Alan Flemming	Engineer-Scientist-Specialist 5	\$170	\$173	\$177
Ramon Sera	Engineer-Scientist-Specialist 4	\$160	\$163	\$166
Peter Symonds	Engineer-Scientist-Specialist 6	\$190	\$194	\$198
Mark Preston	Engineer-Scientist-Specialist 6	\$190	\$194	\$198

Bryant Behnke	Designer-Sr. Technician	\$120	\$122	\$125
---------------	-------------------------	-------	-------	-------

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated and shall compensate at the rate(s) indicated:

Name	Position Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Alan Bean (Northwest Geotechnical)	Project Engineer II	\$125	\$128	\$130
Rafael Gaeta (Emerio Design)	Senior Project Engineer	\$135	\$138	\$140
Kim Staheli (Staheli Trenchless Consultants)	Principal	\$215	\$219	\$224
Mark Sauter (Flow Science)	Principal Engineer II	\$171	\$174	\$178
Dave Mills (Dave Mills Consulting)	Principle Surveyor PLS	\$110	\$112	\$114
Sam Beresky (JLA Public Involvement)	PI Specialist	\$100	\$102	\$104
Marcy Alcantar (Alcantar & Associates)	CAD PM	\$112	\$114	\$116
Todd Mobley (Lancaster Engineering)	Principal	\$200	\$204	\$208
Terry Buccholz (Integrated Water Solutions)	Sr Permit Specialist/Sr Facilitator	\$175	\$179	\$182
Colleen Wolfe (PLACE Studio)	Landscape Designer/PM	\$100	\$102	\$104
Jesse Hutton (Ballard Marine)	Field Technician 3	\$167	\$170	\$174
Genesee Jayasuriya (Right-of-Way Associates)	Project Coordinator	\$90	\$92	\$94

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Contractor Resources.

COMPENSATION The maximum that the Consultant can be paid on this contract is **\$500,000** (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 Consultant may be less than that amount.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Consultant's compensation will be based on the Consultant's bills previously submitted for acceptable work performed and approved.

Consultant shall evaluate and certify subconsultants invoices for payment, including review and determination of whether each charge is accurate and constitutes payment for fully authorized and completed Work, and maintain complete records regarding performance of this Service.

PAYMENT TERMS: Net 30 Days**Hourly Rates**

The PWB has authorized an annual 2% rate increase. The first annual rate increase is estimated to be January 2018. The hourly billing rates shall not exceed those set forth in the rates provided in this contract.

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

- Travel, including mileage, beyond a 100-mile radius of Portland when specifically required by the Contract;
- Document reproduction directly attributable to the Contract; and,
- Approved Reimbursable Direct Costs.

Travel Expenses

It is the policy of the State that all travel shall be allowed only when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the City.

The travel must comply with all the requirements set forth in this section and must be for official City business only. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount. In addition to meals and lodging, travel expenses will be reimbursed for airfare and rental vehicles only if Consultant is acting within the course and scope of his/her duties under this Contract. Receipts are required for all out-of-state travel expenses. All Consultant representatives will fly "coach class," unless Consultant personally pays the difference. All Consultant representatives will be limited to economy or compact size rental vehicles, unless Consultant personally pays the difference.

For any exceptions to the expense items listed above, Consultant must obtain the separate written approval by the authorized PWB agent and in writing prior to incurring any expense for which reimbursement will be sought. The City will not pay any mark up over actual allowable reimbursement costs.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 5%.

Progress Payments

Compensation to the successful Proposer will be based on invoices, monthly MUR reports and detailed Task Order progress reports submitted to the PWB, which shall document completion of Task/subtasks and provide detailed documentation of Project activity associated with the Task Order by the successful Proposer (including subconsultants). The successful Proposer is required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the Project or part of the Contract are not eligible for reimbursement.

On or before the 15th of each month, the Consultant shall submit to the Water Bureau's Accounts Payable Department an Invoice for work performed per each Task Order by the Consultant during the preceding month. The Invoice shall contain the following information described in detail below.

The Consultant shall enter all pertinent information below on their invoice for each Task Order in order for the City to review and authorize processing of invoices for payment:

1. The correct name of the City's PM for the Task Order
2. Invoice date
3. Date range during which the Services being invoiced for were provided
4. Invoice number that ends in a "##", which represents the correct invoice sequence of issue. The last invoice submitted on the Task Order must be clearly labeled "Final Invoice"
5. The correct Contract number and Task Order number
6. Original Contract total, not to exceed amount broken out by: Basic Services and Mitigation Services
7. Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item 6 above, showing the revised Contract amounts
8. Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item 6 above
9. Amounts being invoiced for in the current invoice and broken out the same way as in item 6 above, with a roll up of a "Total Amount Billed For This Invoice" line item amount
10. Balances Remaining after receipt of payment for the current invoice broken out the same way as in item 6 above

11. Consultant shall describe all Services performed with particularity and by whom it was performed (Consultants individual or subconsultant, labor category, direct labor rate, hours worked during the period) and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into to line item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoices for Basic Services under a specific Phase and Task shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Phase and Task that the amount invoiced represents.
12. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable
13. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract
14. The billing from the Consultant shall clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices

Prior to initial billing, the Consultant shall develop a billing format for approval by the City. Submission of the draft billing document shall be emailed to the PWB Contract Administration Branch at: Corrina.Rodriguez@portlandoregon.gov for final review and approval.

The Invoice, monthly MUR reports and detailed monthly Project progress reports shall be e-mailed to: wbaps@portlandoregon.gov and to the assigned Project Manager for each Task Order.

A copy of the monthly MUR report shall also be emailed to the City Procurement Compliance Specialist at: Brenda.Scott@portlandoregon.gov

The City shall make payments to which no dispute exists within 30 days of receipt of the invoice and only after receipt and approval of Consultant's detailed monthly invoice, and all reports, designs, certificates, and documents covered by the invoice have been submitted. 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.

Consultant agrees that the City has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project. The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT**IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:**

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

Consultant Signature: David Jorman Date: 11/15/2016 Entity: Vice President

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONSULTANT CERTIFICATION STATEMENT:

As an independent Consultant, I certify that I meet 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 Consultant 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. Consultant: 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.

Consultant Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMPLETE ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
ORS 670.600 Independent Consultant 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 consultant" 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

CONSULTANT 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 Consultant 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 consultant as defined in ORS 670.600.

Kennedy Jenks Consultants

BY: _____

Travis Tormanen

Date: 11/15/2016

Name: Travis Tormanen

Title: Vice President

CONTRACT NUMBER: 30005581

CONTRACT TITLE: Civil Engineering Services

CITY OF PORTLAND SIGNATURES:

By: N/A Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: N/A Date: _____
Elected Official

Approved: _____
By: N/A Date: _____
Office of City Auditor

Approved as to Form: **APPROVED AS TO FORM**
By: _____ Date: 11/22/16
Office of City Attorney **CITY ATTORNEY**

Exhibit C

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

CONTRACT NUMBER 30005580

**TITLE OF WORK PROJECT
Civil Engineering Services**

This contract is between the City of Portland ("City," or "Bureau") and CH2M Hill Engineers, Inc., hereafter called Consultant. The City's Project Manager for this contract is **Darren Kipper**.

Effective Date and Duration

This contract shall become effective on February 14, 2017. This contract shall expire, unless otherwise terminated or extended, on February 13, 2020.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$500,000 for accomplishment of the work. Projects within the contract will be determined by issuing a written Task Order. The total value of any one Task Order per consultant is limited to \$250,000. Services are requested as the need arises, therefore there is no guarantee of work to be assigned under this contract, or that the total dollar limit of the contract will be reached.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): CH2M Hill Engineers, Inc.

Address: 2020 SW Fourth Avenue, Portland OR 97201

Employer Identification Number (EIN): 32-0100027

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

City of Portland Business Tax Registration Number: 193470-95

Citizenship: Nonresident alien ☐ Yes ☒ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

TERMS AND CONDITIONS

1. Standard of Care

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

2. Effect of Expiration

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

3. Order of Precedence

This contract consists of these Terms and Conditions, 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 Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

☐ Required and attached // ☐ Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent consultant's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

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

12. Equal Benefits

Consultant must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

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

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 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 Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: ☒ Applicable ☐ Not Applicable

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

28. Consultant's Personnel: ☒ Applicable ☐ Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist.

30. Third Party Beneficiaries

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

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

The Consultant may be called on to perform any combination of the tasks listed below. The Consultant may be asked to provide specific services to complete engineering tasks that are part of larger Portland Water Bureau (PWB) projects. For each identified project, PWB will provide the general scope of work. Consistent with the original proposal submission and this solicitation, the Consultant shall develop and negotiate the specific scope of work, budget, deliverables and schedule. These details shall be agreed upon in writing by the Consultant and the City in individual Task Orders for each project. Equity in the utilization of subcontractors is of paramount importance to the City for the work performed.

The Consultant shall be required to:

- A. Proceed with minimal direction and supervision;
- B. Coordinate with other City departments and public and private utilities as directed by the City/PWB Project Manager;
- C. Assist in securing land use and construction approvals (including work in environmental zones, conditional use approvals and building permit approvals);
- D. Assist in securing other permits from other agencies; and,
- E. Design each project in accordance with the following:
 - PWB Design Manual
 - PWB CAD Standards
 - Standard Construction Specifications for the City of Portland
 - Portland Water Bureaus Developers Manual
 - American Water Works Association
 - American Association of Testing Materials
 - City Erosion Control Manual
 - Occupational Safety and Health Administration
 - Oregon Administration Rules
 - Uniform Plumbing Code
 - All other applicable PWB manuals, policies and conditions included within the scope of each project

The Consultant may be asked to provide *Civil Engineering* services to complete engineering tasks that are a part of larger PWB projects. The Consultant may be required to provide planning, design and/or construction services for the following aspects of municipal water systems:

- Water storage tanks
- Pump stations
- Distribution and transmission mains (all sizes)
- Pressure regulating and control facilities
- Water treatment facilities
- Groundwater facilities
- Other water related facilities as determined by PWB

Specific tasks that may be requested include but is not limited to the following:

1. Planning and Preliminary Engineering

- a) Preliminary engineering reports and memoranda
- b) Master planning
- c) Hydraulic modeling including transient analysis
- d) Demand and capacity analysis
- e) Business case development including benefit/cost analysis
- f) Alternative analysis
- g) Risk analysis
- h) Cost estimation and analysis (capital, O&M, and life cycle cost)
- i) Permit identification, permitting strategies, and assistance with permit applications (Federal, State, City, environmental, historic and land use)
- j) Identification of project constraints and key issues including constructability and operability issues
- k) Environmental assessments and impact studies
- l) Mixing zone studies
- m) Water quality studies
- n) Water audits
- o) Condition assessments
- p) Seismic and structural analyses
- q) Site and facility layouts
- r) Construction sequencing
- s) Procurement methods
- t) Public involvement
- u) Facility security
- v) Underwater diving inspection services (requires specialized insurance)
- w) Landscaping, site restoration issues
- x) Property ownership issues
- y) Project scheduling, resource loaded scheduling, and resource management
- z) Planning and preliminary engineering services may also require a broad range of services such as civil, structural, mechanical, geotechnical, electrical, and instrumentation/control engineering; architectural design; survey, potholing, and utility coordination; CAD, and additional civil engineering services as required

2. Design

- a) Project management/coordination
- b) Arranging survey work
- c) Erosion and traffic control plans
- d) Site analysis
- e) Preparation and submission of biddable plans and specifications and estimates
- f) Permitting assistance including preparation of various applications to federal, state and local government agencies
- g) Design milestone reports
- h) Pre-design and alternative analysis
- i) Project scheduling and resource loaded scheduling
- j) Writing technical reports and memorandum including Technical and Bidability, Constructability, Operability, and Environmental (BCOE) reviews of designs, drawings, and specifications
- k) Public education and involvement activities and support services for PWB's Public Outreach Plans
- l) Peer review of designs, drawings and specifications
- m) Provide all drawings, plans, and details in MicroStation format and in accordance with the PWB's CAD standards and workspace environment
- n) Design services may also require a broad range of services such as civil, structural, mechanical, geotechnical, electrical, and instrumentation/control engineering; architectural design; survey, potholing, and utility coordination; value engineering; computer aided engineering for specialized engineering analysis; CAD; preparation of Operation & Maintenance (O&M) manuals; and Quality Assurance/Quality Control (QA/QC)

3. Construction Management

- a) Review of construction materials
- b) Response to PWB's construction contractor's requests for information, assistance in preparation of responses to construction claims, change orders, and other miscellaneous documents
- c) Construction oversight
- d) Attend the pre-construction conference(s)
- e) Prepare Construction Requests for Proposals directed to PWB's construction contractor or work that may result in change orders issued by PWB
- f) Make periodic visits to the site to observe, as an experienced and qualified design engineer of record, the progress and quality of the assigned aspects of the work
- g) Determine if work is proceeding in accordance with the contract documents and perform other quality control functions in regards to construction projects.
- h) Provide a written response or report to the PWB of observations and recommendations based on project site visits
- i) Assist in providing interpretations and clarifications of the contract documents in preparation of field orders and construction change orders
- j) Review shop drawings and submittals for contract compliance
- k) Provide qualified inspection services to support construction
- l) Collect and review all operating and maintenance manuals/instructions, schedules, certificates of inspection, tests and approvals
- m) Provide electronic versions of construction close-out as-builts that are developed by PWB's construction contractor
- n) Develop and ensure compliance with the project punch list
- o) Obtain operations and maintenance data when required or specified
- p) Obtain guarantees and/or special warranties

TASK ORDERS

Work performed under the contract must be authorized via a written Task Order signed by the City and the Consultant. The scope of work, schedule, deliverables, and compensation for each project shall be defined in the Task Order prior to commencement of the work. Any change to the scope of work, schedule, deliverables, and compensation must be agreed upon by the City and the Consultant in writing as an amendment to the Task Order.

The initial Task Order and any/all task order amendments (even no cost) must be signed by the Bureau's Director. The Water Bureau Director shall approve Task Orders and Task Order amendments in the following scenarios: When amending the Task Order to increase compensation is greater than 25% of the original Task Order amount.

Compensation for each Task Order shall be determined through negotiation with the Consultant based on the scope of work, the hours the Consultant estimates for performance of the work and the Consultant hourly rates, subject to a predetermined cap for the maximum compensation for the particular Task Order. If the work requires fewer hours than those estimated, the Consultant shall be paid for the actual hours necessary to complete the Task Order. If the Consultant underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City.

The Consultant must be able to start the work per the Task Order no later than 7 calendar days from the date of the Notice to Proceed as projects often require work with short deadlines. If the Consultant is unable or unwilling to complete the project within the required time, it shall so state in writing to the City's Project Manager and shall forfeit the Task Order within 24 hours of being notified.

Task Orders will be negotiated on a rotational basis. In the event the City and a Consultant cannot reach a favorable agreement on the maximum compensation for a specific Task Order, the City shall terminate negotiations and commence negotiations with the next Consultant from the rotational list. Continual difficulties in negotiating compensation caps or repeated unavailability or inability to perform Task Orders may result in removal of a successful Proposer from the rotation list and cancellation of the successful Proposer's price agreement with the City. In the event that the contract maximum amount is reached prior to the end of the contract term, that Consultant shall be removed from the on-call rotation list. Following the execution of each Task Order, the City/PWB assigned Project Manager will work directly with the Consultant for the duration of the project unless otherwise noted on the Task Order.

CONSULTANT PERSONNEL

The Consultant shall assign the following personnel to do the work in the capacities designated (name/role). Compensation rates for the full term of this contract shall not be changed and are provided below.

Name	Position Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Dale Jutila	Contract/Project Manager	\$231.84	\$236.47	\$241.20
Brittany Hughes	Project Engineer	\$152.22	\$155.26	\$158.37
Brad Phelps	Senior Technologist	\$268.74	\$274.11	\$279.60
Lee Odell	Senior Technologist	\$271.08	\$276.50	\$282.03
Paul Berg	Senior Engineer	\$220.36	\$224.77	\$229.26
Scott Billings	Safety Coordinator	\$181.50	\$185.13	\$188.83
Dan Buonadonna	Technologist	\$195.89	\$199.80	\$203.80
Kylie Camson	Project Controls	\$252.68	\$257.73	\$262.88
Todd Cotton	Senior Engineer	\$205.18	\$209.29	\$213.47
Lorin Davis	Technologist	\$198.32	\$202.29	\$206.33
Mike Denison	Senior Technician	\$161.83	\$165.07	\$168.37
Forrest Gist	Senior Technologist	\$275.40	\$280.91	\$286.53
Bill Hawkins	Construction Director	\$319.27	\$325.65	\$332.17
Tom Jones	Technical Staff	\$216.53	\$220.86	\$225.28
Jeff Kanyuch	Senior Engineer	\$222.92	\$227.38	\$231.93
Geoff Kirsten	Architect	\$178.21	\$181.77	\$185.41
Jason Krumsick	Project Engineer	\$173.02	\$176.49	\$180.01
Nason McCullough	Senior Engineer	\$226.37	\$230.89	\$235.51
Daniel Morse	Engineer	\$132.93	\$135.59	\$138.30
Peggy O'Neill	Scientist	\$164.84	\$168.13	\$171.49
Dan Pitzler	Senior Technologist	\$258.53	\$263.70	\$268.97
Dennis Schwartz	Technologist	\$187.76	\$191.51	\$195.35
Vern Snoeyink	Senior Technologist	\$275.40	\$280.91	\$286.53
Dan Speicher	Senior Technologist	\$269.72	\$275.11	\$280.62
Jeff Stallard	Project Engineer	\$161.17	\$164.39	\$167.68
Pauline Sullivan	Technical Writer	\$139.00	\$141.78	\$144.62
Dave Wilson	Senior Engineer	\$214.67	\$218.96	\$223.34
Fair Yeager	Senior Engineer	\$237.06	\$241.80	\$246.63
Rick Attanasio	Project Delivery Manager	\$250.27	\$255.28	\$260.38
Elsa Cervantes	Contracts Administrator	\$204.68	\$208.77	\$212.95
Brenda Donnerberg	Office Admin	\$104.69	\$106.79	\$108.92
Coleen Lossett	Office Accountant	\$96.63	\$98.56	\$100.53

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated and shall compensate at the rate(s) indicated:

ABHT Structural Engineers	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Clinton Ambrose	Principal	\$178.50	\$182.07	\$185.71
Randall Toma	Principal	\$178.50	\$182.07	\$185.71
Andrew Kelly	Engineer	\$94.25	\$96.13	\$98.06

Allen Construction Management Services (ACMS) Northwest	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Bill Nordquist	Construction Inspector/ Public Works Insp I	\$111.47	\$113.69	\$115.97
Jim Quine	Construction Inspector/ Public Works Insp II	\$127.68	\$130.24	\$132.84
Agripino "Aggy"	Construction Inspector/ Public Works Insp I	\$111.47	\$113.69	\$115.97
Jason Horner	Construction Inspector/ Public Works Insp I	\$111.47	\$113.69	\$115.97
Matthew Brown, EIT	Engineering Technician/ Document Controls	\$102.05	\$104.09	\$106.17
Otho Belkhatat	Engineering Technician/ Document Controls	\$102.05	\$104.09	\$106.17

Elcon Associates	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Kinh Pham, PE	Managing Principal & Point of Contact	\$238.98	\$243.76	\$248.63
Bob Jones	Lead Engineer and QA/QC	\$154.49	\$157.58	\$160.73
Travis Amzen	Electrical Engineer	\$121.10	\$123.53	\$126.00
Brett Harsha	Senior Designer	\$118.94	\$121.32	\$123.75

Emerio Design	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Rafael Gaeta	Project Manager	\$153.00	\$156.06	\$159.18
David Borok	Designer	\$96.90	\$98.84	\$100.81

Environmental Science & Assessment (ES&A)	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Wallace Leake	Project Mgmt, Permitting Lead	\$138.73	\$141.50	\$144.33
Jack Dalton	Sr Wetland Scientist/Wildlife Bio	\$116.84	\$119.18	\$121.56
Patrick Hendrix	Sr. Wetland Scientist/Botanist	\$113.08	\$115.34	\$117.65
Kim Reavis	Wetland Scientist	\$79.73	\$81.33	\$82.95
Jane Brown	Environmental Technician	\$61.20	\$62.42	\$63.67

FatPencil	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Josh Cohen	Principal-in-charge	\$142.80	\$145.66	\$148.57
Adrienne Leverette	Project Manager	\$112.20	\$114.44	\$116.73
Yelena Prusakova	Designer	\$81.60	\$83.23	\$84.90

Firwood Design Group	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Gary Hickman	Survey Manager	\$112.20	\$114.44	\$116.73

Sean Freeman	CAD Drafter	\$76.50	\$78.03	\$79.59
JLA Public Involvement	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Jeanne Lawson	Principal	\$195.83	\$199.75	\$203.74
Sam Beresky	Project Manager	\$118.48	\$120.85	\$123.27
Nevue-Ngan	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Bo Nevue	Senior Landscape Architect	\$147.90	\$150.86	\$153.88
Ben Ngan	Senior Landscape Architect	\$147.90	\$150.86	\$153.88
David Goodyke	Landscape Architect 4	\$106.08	\$108.20	\$110.37
Jason Hirst	Landscape Architect 4	\$106.08	\$108.20	\$110.37
Perimon CAD Group	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Amy Perimon	Principal	\$132.60	\$135.25	\$137.96
David McMaster	CAD Technician III	\$127.50	\$130.05	\$132.65
RhinoOne	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Ali Rajiv	Sr. Geotechnical Engineer	\$163.20	\$166.46	\$169.79
Christina Hembery	Staff Geotechnical Engineer	\$92.82	\$94.68	\$96.57
Peter Hughes	Staff Geologist	\$86.70	\$88.43	\$90.20
Brian J. Haug	Staff Geologist	\$86.70	\$88.43	\$90.20
Suman Tasnim	Engineering/CADD Technician	\$76.50	\$78.03	\$79.59
Right of Way Associates (ROW Assoc)	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
David Feinauer	Acquisition Agent, Relocation Specialist	\$112.20	\$114.44	\$116.73
Genesee Jayasuriya	Project Coordinator, Right of Way Agent	\$91.80	\$93.64	\$95.51
Isabelle Laubisher	Project Support	\$66.30	\$67.63	\$68.98
Smith & Sons, Inc.	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Dan Smith	Supervisor	\$150.47	\$153.48	\$156.55
Dylan Wade	Diver	\$150.47	\$153.48	\$156.55
Jacon Fadness	Diver	\$150.47	\$153.48	\$156.55
Uriah Smith	Tender/Rigger	\$83.58	\$85.25	\$86.96
Winterowd & Brooks	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Tim Brooks	Principal	\$170.34	\$173.75	\$177.22
Greg Winterowd	Principal	\$170.34	\$173.75	\$177.22
Ben Schonberger	Senior Planner	\$124.44	\$126.93	\$129.47
Duncan Brown	Senior Environmental Planner	\$126.48	\$129.01	\$131.59
Jesse Winterowd	Project Planner	\$113.22	\$115.48	\$117.79
Anita Smyth	Environmental Scientist	\$107.10	\$109.24	\$111.43
Justine Stimler	Project Coordinator	\$91.80	\$93.64	\$95.51
Words by Milliris	Classification	Hourly Billing Rate Year 1	Hourly Billing Rate Year 2	Hourly Billing Rate Year 3
Liz Malliris	Technical Editor	\$96.90	\$98.84	\$100.81

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Contractor Resources.

COMPENSATION The maximum that the Consultant can be paid on this contract is **\$500,000** (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 Consultant may be less than that amount.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Consultant's compensation will be based on the Consultant's bills previously submitted for acceptable work performed and approved.

Consultant shall evaluate and certify subconsultants invoices for payment, including review and determination of whether each charge is accurate and constitutes payment for fully authorized and completed Work, and maintain complete records regarding performance of this Service.

PAYMENT TERMS: Net 30 Days

Hourly Rates

The PWB has authorized an annual 2% rate increase. The first annual rate increase is estimated to be January 2018. The hourly billing rates shall not exceed those set forth in the rates provided in this contract.

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

- Travel, including mileage, beyond a 100-mile radius of Portland when specifically required by the Contract;
- Document reproduction directly attributable to the Contract; and,
- Approved Reimbursable Direct Costs.

Travel Expenses

It is the policy of the State that all travel shall be allowed only when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the City.

The travel must comply with all the requirements set forth in this section and must be for official City business only. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount. In addition to meals and lodging, travel expenses will be reimbursed for airfare and rental vehicles only if Consultant is acting within the course and scope of his/her duties under this Contract. Receipts are required for all out-of-state travel expenses. All Consultant representatives will fly "coach class," unless Consultant personally pays the difference. All Consultant representatives will be limited to economy or compact size rental vehicles, unless Consultant personally pays the difference.

For any exceptions to the expense items listed above, Consultant must obtain the separate written approval by the authorized PWB agent and in writing prior to incurring any expense for which reimbursement will be sought. The City will not pay any mark up over actual allowable reimbursement costs.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 5%.

Progress Payments

Compensation to the successful Proposer will be based on invoices, monthly MUR reports and detailed Task Order progress reports submitted to the PWB, which shall document completion of Task/subtasks and provide detailed documentation of Project activity associated with the Task Order by the successful Proposer (including subconsultants). The successful Proposer is required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the Project or part of the Contract are not eligible for reimbursement.

On or before the 15th of each month, the Consultant shall submit to the Water Bureau's Accounts Payable Department an Invoice for work performed per each Task Order by the Consultant during the preceding month. The Invoice shall contain the following information described in detail below.

The Consultant shall enter all pertinent information below on their invoice for each Task Order in order for the City to review and authorize processing of invoices for payment:

1. The correct name of the City's PM for the Task Order
2. Invoice date
3. Date range during which the Services being invoiced for were provided
4. Invoice number that ends in a "##", which represents the correct invoice sequence of issue. The last invoice submitted on the Task Order must be clearly labeled "Final Invoice"
5. The correct Contract number and Task Order number
6. Original Contract total, not to exceed amount broken out by: Basic Services and Mitigation Services
7. Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item 6 above, showing the revised Contract amounts
8. Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item 6 above
9. Amounts being invoiced for in the current invoice and broken out the same way as in item 6 above, with a roll up of a "Total Amount Billed For This Invoice" line item amount
10. Balances Remaining after receipt of payment for the current invoice broken out the same way as in item 6 above
11. Consultant shall describe all Services performed with particularity and by whom it was performed (Consultants individual or subconsultant, labor category, direct labor rate, hours worked during the period) and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into to line item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoices for Basic Services under a specific Phase and Task shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Phase and Task that the amount invoiced represents.
12. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable
13. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract
14. The billing from the Consultant shall clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices

Prior to initial billing, the Consultant shall develop a billing format for approval by the City. Submission of the draft billing document shall be emailed to the PWB Contract Administration Branch at: Corrina.Rodriguez@portlandoregon.gov for final review and approval.

The Invoice, monthly MUR reports and detailed monthly Project progress reports shall be e-mailed to: wbaps@portlandoregon.gov and to the assigned Project Manager for each Task Order.

A copy of the monthly MUR report shall also be emailed to the City Procurement Compliance Specialist at: Brenda.Scott@portlandoregon.gov

The City shall make payments to which no dispute exists within 30 days of receipt of the invoice and only after receipt and approval of Consultant's detailed monthly invoice, and all reports, designs, certificates, and documents covered by the invoice have been submitted. 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.

Consultant agrees that the City has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project. The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

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

Consultant Signature: _____

Date: 10 Nov 2016Entity: CH2M Hill Engineers, Inc.IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONSULTANT CERTIFICATION STATEMENT:

As an independent Consultant, I certify that I meet 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 Consultant 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. Consultant: 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.

Consultant Signature _____

Date _____

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
 ORS 670.600 Independent Consultant 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 consultant" 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 _____

CONSULTANT SIGNATURE:

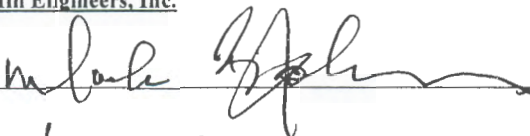
This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Consultant 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 consultant as defined in ORS 670.600.

CH2M Hill Engineers, Inc.

BY: _____

Date: 17 Nov 2016

Name: _____

Mark R. Johnson

Title: _____

Vice President

CONTRACT NUMBER: 30005580

CONTRACT TITLE: Civil Engineering Services

CITY OF PORTLAND SIGNATURES:

By: N/A
Bureau Director

Date: _____

By: _____
Chief Procurement Officer

Date: _____

By: N/A
Elected Official

Date: _____

Approved:

By: N/A
Office of City Auditor

Date: _____

Approved as to Form:

APPROVED AS TO FORM

By: _____
Office of City Attorney

CITY ATTORNEY

Date: 11/22/10