

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

CONTRACT NUMBER 3000 _____

**TITLE OF WORK PROJECT
Columbia Boulevard Wastewater Treatment Plant (CBWTP)
Waste Gas Burner Replacement**

This Contract is between the City of Portland ("City," or "Bureau") and Brown and Caldwell, Inc., hereafter called Consultant. The City's Project Manager for this Contract is Aaron Lawler.

Effective Date and Duration

This Contract shall become effective on June 1, 2017. This Contract shall expire, unless otherwise terminated or extended, on June 30, 2019.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$293,939 for accomplishment of the work.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Brown and Caldwell, Inc.

Address: 6500 SW Macadam Avenue, Suite 200, Portland, Oregon 97239

Employer Identification Number (EIN): 94-1446346

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

City of Portland Business Tax Registration Number: 373682

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 calendar 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 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) calendar 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): Upon request, 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 upon payment in full to Consultant as set forth in this Contract. "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. City's alteration of Consultant's Work Product or its use by City for any other purpose shall be at City's sole risk.

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

The Consultant must be certified prior to Contract execution, as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

12. Equal Benefits

Consultant must certify prior to Contract execution, that they provide benefits to their employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.

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 Contract at any time in the course of the Contract 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(s) assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity Contracting and Disadvantaged, Minority, Women and Emerging Small Business (D/M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified D/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 purpose of this project is to improve the safety of the flaring system by replacing the existing waste gas burners with new burners. Operations of the gas system will be improved by adhering to current manufacturer recommendations for flare installation and by adding instrumentation for improved management of the biogas system.

The scope of services has been broken down into four major tasks, 100 through 400, as follows:

- Task 100: Preliminary Design
- Task 200: Design
- Task 300: Advertisement
- Task 400: Construction

Task 100 Preliminary Design Phase

Objective	To better understand the conditions for flaring gas. To establish the basis of design for replacing the existing waste gas burners, and additional instrumentation of the overall biogas system.
Activities	<p>The following activities are included:</p> <ul style="list-style-type: none">• <u>Subtask 100.010 Project Management</u>: To assemble, manage, and lead a cohesive project team to meet budget, schedule, and technical objectives by performing the following activities:<ul style="list-style-type: none">— Use the City's project management system, Heron (based on e-Builder Enterprise), for all project communications, invoices, document management, deliverable transmittal and review processes, and project execution.

- Develop and maintain a project schedule and budget using the Work Breakdown Structure (WBS) developed during contract negotiations.
- Manage and coordinate consultant resources and sub-consultants to provide quality- assured deliverables within the approved project schedule and budget.
- Meet with the City project team at a kickoff meeting to review and confirm project scope, schedule, and approach during the first preliminary design workshop.
- Prepare and submit monthly invoices for progress payments and monthly subcontractor payment and utilization reports.
- Document and track project decisions and risks, and manage change commensurate with project risks.
- Meet every 2 weeks with the City's Project Manager to review status of WBS activities and deliverables in progress, activities planned for the next 3 weeks, project risks, decisions, and pending/potential changes. Leads for activities in progress and activities planned for the next 3 weeks shall participate in the meeting in person or via teleconference if relevant to the meeting agenda.
- Provide overall quality control of project, using independent reviewers not on project team.
- Subtask 100.011 Information Gathering:
 - Compile available information pertaining to the project including as-built drawings, the 2010 Facilities Plan, documents, and data. Identify key data gaps. Note: the available existing As-Built drawings do not accurately reflect the actual current layout of the existing waste gas burner system.
 - After the alternatives analysis and per Subtask 100.012, create AutoCAD drawings of existing facilities (if expected to remain), system schematics, and P&IDs based on Adobe Acrobat .pdf format as-built drawings and field verification of existing conditions where visible for inspection.
- OPTIONAL Subtask 100.012 Existing Structure Record: Field measure and create record drawings of the existing waste gas burner building structure. This may not be required as the proposed approach would demolish the existing structure. Demolition of the structure and unused items could be depicted using photographs.
- Subtask 100.013 Gas Production: Verify current and future gas production volumes using current and future digester loading rates to verify waste gas burner (WGB) sizing requirements. Future gas production volumes shall be based on forecasted population growth projected loading to the digesters as detailed in the 2016 CBWTP Facilities Plan and should not consider the addition of Fats, Oils, and Grease (FOG) or food waste into the digester feed.
- Subtask 100.014 Alternatives Evaluation:
 - Conduct an alternatives workshop to discuss options to improve flaring, and select two alternatives for further evaluation. The workshop will include discussion of location of the flares near the newer digesters, and screening of other alternatives to document the decision process leading to the selected alternative.
 - Identify, develop, and evaluate alternative flare systems and control strategies for flaring waste gas at the CBWTP.
 - Provide an analysis of construction sequencing and constructability including discussion regarding pre-purchasing equipment, for up to two alternatives.
 - Document the alternatives analysis in a section in the technical memorandum.
 - Considering pre-purchasing equipment
- Subtask 100.015 Design Criteria and Standards: Establish facility design criteria and standards to be used for project design including:
 - Drafting Requirements: Use the City's established CADD standards available at <https://www.portlandoregon.gov/bes/53917>.
 - Applicable electrical classification, seismic design criteria, and permitting requirements.

- Generally accepted standards of practice for the design, construction, operation, and maintenance of municipal wastewater treatment facilities, as applicable to the CBWTP.
- Compile basis of design data in a concise basis of design technical memorandum (TM).
- Subtask 100.016 Predesign Workshops: Conduct and facilitate predesign workshops (2) with City staff to solicit focused City input on alternatives evaluations and decisions that are necessary for the development of the detailed design. A streamlined design review process is defined in the general assumptions of this document.
- Subtask 100.017 Predesign QA/QC: Perform discipline-coordinated Quality Assurance/Quality Control (QA/QC).

Deliverables

The following work products will be delivered under this task:

- Project Management deliverables:
 - Project schedule using the WBS developed during contract negotiations
 - Project budget by WBS element
 - Project 3-week look ahead schedule (every 2 weeks)
 - Methodology to be used for tracking and documenting project risks, issues, decisions, consultant's internal quality control, records and change management
 - Decisions, risks, issues and changes log (every 2 weeks), organized by categories
 - Invoice, budget status report by WBS element, and monthly subcontractor payment and utilization report by the 15th of each month
- Preliminary design workshop agenda, materials, summary notes.
- A technical memorandum including the basis of design and alternatives analysis with a recommended alternative.
- Preliminary Design Submittal including the following:
 - Preliminary Design TM that summarizes technical criteria and assumptions used for the design and includes an evaluation of biogas production, flaring capacity needs, as well as code interpretation and permit requirements for the project to verify that all codes and standards have been included and all relevant design conditions have been met. The memorandum should also include an initial evaluation of safety considerations for equipment access, facility access and egress, and daily maintenance considerations.
 - A drawing index that reflects the total number of drawings anticipated for the completed project
 - Preliminary table of contents for the technical specifications
 - Preliminary equipment list that allows basic verification of equipment name and loop number, equipment size, equipment power requirements and basic controls and operating strategies.
 - Preliminary Instrumentation List
 - Construction Cost Estimate in sufficient detail to provide the expected range of accuracy of an Association for the Advancement of Cost Engineering (AACE) International Class 3 estimate: - 20% to +30%.
 - The proposed approach to resolve each comment received as part of the workshops and design deliverables.

Task 200 Design

Objective To develop and produce final design documents for permitting and construction.

Activities The following activities are included in Task 200:

- Subtask 200.010 Project Management: To assemble, manage, and lead a cohesive project team to meet budget, schedule, and technical objectives by performing the following activities:
 - Use the City's Heron project management system (based on e-Builder Enterprise) for all project communications, invoices, document management, deliverable transmittal and review processes, and project execution.

- Develop and maintain a project schedule and budget using the Work Breakdown Structure (WBS) developed during contract negotiations.
- Manage and coordinate consultant resources and sub-consultants to provide quality-assured deliverables within the approved project schedule and budget.
- Prepare and submit monthly invoices for progress payments and monthly subcontractor payment and utilization reports.
- Document and track project decisions and risks, and manage change commensurate with project risks.
- Meet every 2 weeks with the City's Project Manager to review status of WBS activities and deliverables in progress, activities planned for the next 3 weeks, project risks, decisions, and pending/potential changes. Leads for activities in progress and activities planned for the next 3 weeks shall participate in the meeting in person or via teleconference if relevant to the meeting agenda.
- Subtask 200.011 Design Workshops: Conduct design workshops as needed with City staff to solicit City input into the development of the 60% and 90% Design Submittal and to clarify City review comments and issues as required.
- Subtask 200.020 60% Design Submittal: Prepare the 60% Design Submittal as described in the Deliverables list below.
- Subtask 200.030 90% Design Submittal: Prepare the 90% Design Submittal as described in the Deliverables list below.
- Subtask 200.040 Final Design Submittal: Prepare scaled Final Design Submittal documents, and calculations for a building permit from the City's Bureau of Development Services (BDS). City staff will submit the building permit application and pay permit and plan review fees directly to BDS.
- Subtask 200.050 QA/QC: Perform discipline-coordinated QA/QC, constructability, and BES Project Manager reviews on the 60% Design Submittal. Address internal QA/QC comments on the 60% Design Submittal (or identify unresolved review comments with the proposed method to be used to address these comments in the 90% Design Submittal) and submit the final 60% Design Submittal to the City for review. Perform discipline-coordinated QA/QC, constructability, and BES Project Manager reviews on the 90% Design Submittal. Address and resolve internal QA/QC comments on the 90% Design Submittal and submit the completed final 90% Design Submittal to the City for review.
- OPTIONAL Subtask 200.060 Pipe Support Design: Perform structural design of pipe supports for the waste gas burners.
- OPTIONAL Subtask 200.070 Bus Shelter Design: Perform structural design for a shelter to provide weather protection of the waste gas burner control panels.

Deliverables

The following work products will be delivered under this task:

- Design workshop agenda, materials, and summary notes.
- Checklist to be used for completeness checking of the 30%, 60% and 90% Design Submittals, using the BES 30%, 60% and 90% Best Practices for Milestone Reviews Check List included as a reference.
- 60% Design Submittal including the following (but not limited to):
 - Title sheet, drawing index, location and vicinity map essentially complete.
 - General symbols, legends and abbreviations essentially complete.
 - Design data and criteria essentially complete.
 - Site Plan with proposed final location of structures, roadways and major site elements (i.e., fencing, gates, etc.) Include proposed contractor staging, storage, access and offsite corridors (traffic routing plans).
 - Site and Utility Plans that depict existing utilities (above and below ground), buildings, roadways, etc., illustrated in existing as-built drawings and visible features
 - Utility plans that generally identify proposed interfaces with existing utilities and with actual routing and location of connection to existing utilities roughly shown.
 - Plans with structural details that address seismic requirements, and piping and burner support systems.

- Details of pavement and trench sections, and other civil details, as applicable.
- Structural plans, sections and details coordinated with other design disciplines. Seismic requirements, and piping supports, including dimensional information and structural member sizes.
- Mechanical plans, sections and details with proposed final location of major equipment, piping and appurtenances. Minor piping partially complete however adequate corridors identified. Location of equipment maintenance features finalized.
- Preliminary Process and Instrumentation Diagrams (P&IDs) that depict the mechanical equipment, piping, instrumentation and control equipment interlocking.
- Preliminary electrical one-line diagrams and site electrical plans. Identify available corridors for routing of electrical raceways and cable tray. Identify area classifications per National Electrical Code (NEC).
- Power plans, control diagrams and schedules adequately complete to review layout and design intent.
- Proposed lighting plan, if required.
- P&IDs developed to greater detail including revisions based on proposed final equipment selection and configuration.
- Draft Specifications of Divisions 1 through 46 coordinated such that project specific information is included and non-pertinent information removed. First draft of construction sequence, milestones and constraints.
- Equipment list that includes equipment number, equipment size, equipment power requirements, basic controls and operating strategies for all equipment anticipated on the project.
- Instrument List.
- Loop/Index List.
- Final Basis of Design TM that summarizes technical criteria and assumptions used for the design and includes an evaluation of code interpretation and permit requirements for the Project. Also include an evaluation of safety considerations for equipment access, facility access and egress, and daily maintenance considerations.
- Update to the Construction Cost Estimate in sufficient detail to provide the expected accuracy range of an AACE Class 2 estimate: -15% to + 20%.
- Responses to 30% City Design Review Comments
- 90% Design Submittal including the following (but not limited to):
 - Signed drawings for submission to Portland BDS.
 - Title Sheet, Drawing Index, Location and Vicinity Map complete.
 - General Symbols, Legends and Abbreviations complete.
 - Design Data and Criteria complete.
 - Site Plan with final location of structures, contractor staging, storage, and access.
 - Details of pavement and trench sections, and other civil details.
 - Structural plans, sections and details coordinated with other design disciplines. Seismic requirements, piping supports and to include structural member sizes.
 - Mechanical plans, sections and details with final location of major equipment, piping and appurtenances. All piping layouts essentially complete.
 - Final electrical one-line diagrams, control room layouts and panel layouts.
 - Power plans, control diagrams and schedules complete and coordinated with mechanical design.
 - Final lighting plan.

- Final P&IDs developed to greater detail including revisions from previous comments and coordinated with final operational control strategies.
- Final version of Specifications Divisions 1 through 46 incorporating comments from the 60% submittal review and reflecting full coordination with drawings. Include final construction sequence, milestones and constraints, measurement and payment, and proposed bid form.
- Equipment list that includes equipment number, equipment size, equipment power requirements, and basic controls and operating strategies for all equipment on the project.
- TM evaluating Construction Contract Time.
- Responses to 60% City Design Review Comments.
- Update to the Construction Cost Estimate in sufficient detail to provide the expected accuracy range of an AACE Class 2 estimate: -15% to + 20%
- Final Design Document Submittal and Permitting Documents including the following:
 - Scaled project plans, specifications, structural calculations, and other reports and documents required for a complete Building Permit Application from BDS in searchable Adobe Acrobat .pdf electronic format.
 - Responses to BDS checksheets, including revised project plans, structural calculations, and other reports and documents, as required by BDS, to successfully complete the BDS Building Permit Application process. All submittals shall be in searchable Adobe Acrobat .pdf electronic format.
- Project Bidding Documents Submittal including the following:
 - Construction Cost Estimate in sufficient detail to provide the expected accuracy range of an AACE International Class 1 estimate: -10% to +15%.
 - Scaled project plans, specifications, structural calculations and other reports and documents required for a complete Building Permit Application from BDS in searchable Adobe Acrobat .pdf and AutoCAD/MS Word with no password protection.
 - Responses to BDS checksheets, including revised project plans, structural calculations, and other reports and documents, as required by BDS, to successfully complete the BDS Building Permit Application process. All submittals shall be in Adobe Acrobat .pdf electronic format.

Task 300 Advertisement

Objective To provide support services to the City while the project is advertised for bid.

Activities The following tasks are included in Task 300:

- Attend the project pre-bid conference.
- Provide responses to bidder's questions.
- Prepare addenda to clarify and or modify the Final Project Bidding documents sealed by the design professional of record.

OPTIONAL Subtask 300.010 Permitting: Provide clarifications and changes to the Final Design Submittal documents as required to address plan review Checksheets issued by BDS and comments from BES. Update the Final Design Submittal documents to incorporate and consolidate all changes made during the building permit plan review to provide the Final Project Bidding Document Submittal identified in the Deliverables list below.

Deliverables The following work products will be delivered under this task:

- Provide responses to Bidder questions as requested by the City.
- Addenda materials sealed by the design professional of record including revised plans and specifications as requested by the City to clarify the documents and to answer bidder questions.

Task 400 Construction

Objective	To provide support services to the City during project construction.
Activities	<p>The following activities are included in Task 400:</p> <ul style="list-style-type: none">• Subtask 400.010 Project Management: To assemble, manage, and lead a cohesive project team to meet budget, schedule, and technical objectives by performing the following activities:<ul style="list-style-type: none">— Use the City's project management system, Heron (based on e-Builder Enterprise), for all project communications, invoices, document management, deliverable transmittal and review processes, and project execution.— Manage and coordinate consultant resources and sub-consultants to within the approved project schedule and budget.— Prepare and submit monthly invoices for progress payments and monthly subcontractor payment and utilization reports.• Subtask 400.011 Site Meetings and Observations:<ul style="list-style-type: none">— Attend the preconstruction conference.— Attend select construction progress meetings as requested by the BES Project Manager (see the Assumptions Section for hours available).— Perform the duties of the Registered Design Professional in Responsible Charge of the project as required by the Building Official and the Oregon Structural Specialty Code.— Provide periodic construction observation.• Subtask 400.012 Submittal Review: Review submittals for compliance with the plans, specifications and design intent. Consultant's reviews do not include review of product data, verifying the accuracy of dimensions or quantities, coordinating shop drawings or other submittals with other shop drawings or submittals provided by the contractor, or approval of Contractor's means and methods.• Subtask 400.013 Requests for Information: Evaluate and respond to Requests for Information. Identify changes to design documents, if applicable.• Subtask 400.014 Design Clarifications: Prepare Design Clarifications to modify the contract documents sealed by the design professional of record. Clarifications and interpretations will be consistent with the intent of and reasonably inferable from the contract documents. Prepare cost estimates.• Subtask 400.015 Change Orders: Provide assistance to evaluate Contractor change order requests, notices of change, and associated cost estimates.• Subtask 400.016 Facility Startup and Ops Support: Provide support to the City as requested to support the startup and operation of the new facilities in the context of the intended design or as modified during construction:<ul style="list-style-type: none">— Visit the CBWTP site to observe system operation.— Participate in teleconferences, respond to email inquiries, evaluate operational data and procedures.— Provide recommendations for operational and other system changes to improve system.
Deliverables	<p>The following work products will be delivered under this task:</p> <ul style="list-style-type: none">• Submittal review responses.• Review, stamp, and submit Deferred Submittals as required by the Building Official and the OSSC.• Design Clarifications sealed by the design professional of record including sketches, drawing revisions, specifications, supporting calculations, quantity take-offs, and cost estimates for the work included in the design clarification.• Evaluations of Contractor Change Order Proposal requests including assessments of contractor entitlement to additional compensation based on the contract documents, proposed quantities, unit prices, production rates, and proposed change order total cost.• Field Observation Reports as required by the City's Building Official.• Letters, reports, and forms to the Building Official and other regulatory agencies as required for permit closeout.• Site Visit Summary Reports with recommendations to improve facility performance.

Assumptions

The following assumptions further clarify the scope of work.

Project Management Assumptions. This project is expected to follow a streamlined process including:

- Group meetings to shorten the design review period with representatives from the following BES groups: Operations, Maintenance, Electrical and Instrumentation, Engineering, Inspection, and Construction Management.
- The content for the 30% design will be presented at design workshops, as the design progresses. There will be a predesign submittal consisting of a technical memorandum associated with the basis of design and alternatives selection.
- BES staff will assemble material for their internal 30RC review.
- Prior to design review meetings, BC will review a draft agenda with the BES Project Manager (Agenda to include a list of key assumptions and needed decisions).
- Communicate the key decisions needed for the review meeting in advance of the meetings.

Preliminary and Design Assumptions

- The design effort assumes that locating the replacement WGB in the general area illustrated in the selected Brown and Caldwell proposal, adjacent to the existing WGB, is feasible. It is expected that the existing building will be demolished and a new building is not required.
- The scope of work is based on a replacement flare system with three WGBs.
- The design review checklists are a comprehensive list of requirements intended to confirm the design is appropriately detailed, and is not intended to add scope not already included in this document.
- The structural design will include a "Bus Shelter" type cover over the WGB control panels, equipment concrete pad, and pipe supports if the optional task is approved. Equipment anchors will be contractor designed and come as a deferred submittal.
- A candlestick flare system will meet the air permitting requirements.
- Existing CAD background information is available for the purposes of creating a site plan to show the vicinity of the work area and the electrical room.
- Existing CAD drawings are available for the PLC and panel board.
- A minimal effort is estimated for the record drawing task, as the design approach is expected to demolish the existing WGBs. An optional task allowance is included if more extensive record drawings are required.
- The scope of this project does not include increasing the size of the gas system piping. Review of data, and estimating peak gas production may find that the existing gas piping is undersized to convey current or future gas production peaks to the replacement flares. The scope of this project does not address undersized piping or address any system capacity issues.
- Develop and evaluate two WGB layout and controls alternatives to a conceptual level.
- Develop one of the two alternatives (or a variation of the alternatives) to a 60, 90 and 100 percent design level.
- The existing building will be demolished, and a new building is not needed.
- The scope of the project is for additional instrumentation to the gas piping in the tunnel to improve operations and control, not to address other issues with the piping or tunnels.
- All I/O will be hard wired.
- BES will provide the final equipment names and instrument loop numbers for the 30% level of design.
- The existing programmable logic controller (PLC) has sufficient capacity for new I/O.
- The existing panel board supporting the existing WGB has sufficient capacity to support the new equipment.
- The equipment manufacturer can design the control panel to meet the requirements of BES.
- A local control panel provided as a packaged part of the WGB manufacturer's system is acceptable to BES.
- BES will provide record information to confirm the capacity of the area panelboard and PLC to support this project.
- A power system study is not required. If necessary, updates to the existing power system study will be required as a performance-based specification as part of the contractor's scope of work.
- New fire alarm system elements are not required.
- New access control system elements are not required.

- Division 0 specifications will be completed by BES, except for the bid form and payment and measurement specifications. The consultant will produce the bid form and payment and measurement specifications.
- Division 1 specifications will be substantially produced by BES with the consultant providing input on the Summary of Work and Work Sequence sections. Brown and Caldwell will provide formatting and review of Division 1 specifications.
- Public involvement is not anticipated for this project. The Owner's Representative will provide updates to the Citizens Advisory Committee.

Permitting Assumptions

- The City will submit the Final Project Bidding Documents to Oregon DEQ for review of plans and specifications as required by OAR 340-052.
- The City will submit and prepare the Oregon DEQ Forms AQ104 and AQ104C to Oregon DEQ Air Quality for construction of the new WGB system.
- The City will submit the reports, drawings, specifications, calculations and permit application materials prepared by the Consultant and required for Building Official review of the project compliance with applicable code requirements.
- An Erosion and Sediment Control Plan (EPSCP), 1200-C Permit is not anticipated to be needed for this project.
- An allowance of 14 hours is included to support BES permitting efforts.

Advertisement Assumptions

- The City's Procurement Services Division will advertise the project, print and distribute bid documents, manage communications with prospective bidders, conduct the pre-bid conference, issue addenda, receive and evaluate bids, and award the construction contract.
- A single addendum related to the scope of work is expected. Addenda related to additional scope or new design preferences may not be covered by the assumed hours for this task.

Construction Assumptions

- The City's BES Construction Management Division will perform construction management and inspection of the construction work to ensure compliance with the plans and specifications.
- The City's BES Engineering Project Manager will perform initial review of contractor correspondence to screen incomplete or unclear communications. Additionally, some request for clarifications, and submittals will be identified for City review. Submittals to be reviewed by the City will be identified during design.
- The construction duration from notice to proceed to substantial completion is expected to be 13 months.
- The replacement WGB can be constructed while the existing WGB continues to operate, and a short outage period will occur to connect to the new system.
- The City will engage and pay for a specialty inspection firm to conduct specialty inspection and testing services required by the building code. These requirements will be clearly stated in the final plans and specifications prepared for the construction project.
- The City will manage post construction efforts on warranty, performance, or defective work issues.
- BES will review and respond to all submittals and requests related to Division 0 and Division 1 except for the following specific specification sections which BC will review:
 - Summary of Work
 - Work Sequence
 - Structural Design and Anchorage Requirements for Nonstructural Components
- The City's BES Wastewater Group staff will perform the PLC programming and Supervisory Control and Data Acquisition (SCADA) programming required for the new facilities. The BES Project Manager and Operations Specialist(s) will perform the operator training required. BES will prepare Record Drawings.
- The level of effort for services during construction tasks is based on the following estimations:
 - Attend up to four in-person site visit meetings at 4 hours per meeting (16 hours).
 - Participate in up to 12 telephone meetings of 30 minutes each.

- Review of 24 submittals at an average of 4 hours per submittal, with 50 percent of the submittals requiring a resubmittal at an average of two hours per resubmittal. (120 hours)
- A maximum of 1 equipment substitution request requiring 6 hours to review.
- Responses to 21 requests for information, at an average of 5 hours each, has been assumed to establish the budget for this task. (105 hours)
- A maximum of five Design Changes requiring an average of 6 hours of effort each. (30 hours)
- An allowance of 32 hours to provide assistance evaluating Change Orders.
- A maximum of 20 hours is assumed for Facility Startup and Operations Support.

General Assumptions

- BES review of design submittals will be comprehensive and coordinated with the previous design submittal reviews.
- The time required for City review of design submittals is expected to be three weeks for the 60 and 90 percent submittals. Additional review feedback will be recorded as notes at the workshops, and distributed for a 1-week review period, and finalized to document key decisions, and direct the design.
- Project reviews for permits are required from City's BDS, Oregon DEQ, and other regulatory agencies and will be submitted by BES.
- All deliverables resulting from this contract will become the property of the City. As such, the Contractor and any Subcontractors grant the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City.
- Work to be Performed by the City:
 - Provide electronic copies of available as-built drawings, plant Discharge Monitoring Reports, and other available documents and records requested by the successful Proposer.
 - Print and distribute deliverables to City reviewers.
 - Compile, coordinate, and vet City review comments.
 - Survey Services: The City will provide utility locations for design, and surveys required for project design and establish benchmarks and survey control monuments.
 - The City will submit the Final Project Bidding Documents to Oregon DEQ for review of plans and specifications as required by OAR 340-052.
 - Provide the City's Division 00 and Division 01 specifications for review and incorporation into the Final Bid Documents by Brown and Caldwell.
 - Print Bid Documents.
 - Evaluate Bids.
 - Provide construction management and inspection services.
 - Provide PLC and SCADA Graphical User Interface Automation Programming.
 - Prepare as-built drawings.
 - Perform public involvement activities, if required.
 - Perform Land Use Review, if required.
 - The progress of the work will be managed by the City's Project Manager.
 - The City's Project Manager will oversee review of deliverables by BES and plant operations and maintenance staff for all submittals identified as "Deliverables" for compliance with the intent of the project.

CONSULTANT KEY PERSONNEL

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

NAME	ROLE ON PROJECT
<i>Brown and Caldwell</i>	
Timothy A. Mills	Project Manager
Heather L. Lough	Design Engineer

Thomas Chapman	Gas System Tech Advisor
Gregory D. Humm	QA/QC
Dana Henshaw	Structural Design Engineer
Dan E. LaFitte	Project Delivery Officer
Elcon Associates, Inc.	
Brett Harsha	Senior Designer / Project Manager
Rivero Design, LLC	
Maria Rivero	Designer

SUBCONSULTANTS

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

NAME	D/M/W/ESB CERTIFICATION TYPE	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Elcon Associates, Inc.	MBE	Electrical	\$68,500
Rivero Design, LLC	D/M/W/ESB	CAD	\$23,500

The City will enforce all social equity contracting and D/M/W/ESB subcontracting commitments submitted by the Consultant in its Proposal. The Consultant shall not add, eliminate, or replace any Subconsultant assignments without the prior written consent of the Chief Procurement Officer; failure to use the identified D/M/W/ESB Subconsultants without prior written consent is a material breach of contract. Any changes must be reported and submitted to the PTE Contract Compliance Specialist on the Subconsultant Change Request Form found on Procurement Services' website under Contractor Resources.

The subconsultant amounts shown above include \$92,000 for subcontracting to D/M/W/ESB certified firms, representing D/M/W/ESB participation of 31.3%

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 Contract. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist.

COMPENSATION

The maximum that the Consultant can be paid on this Contract is \$293,939 (hereafter the "not to exceed" amount.) in accordance with Attachment A – Payment Schedule. 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.

The task breakdown of the "not to exceed" amount is shown in the table below. Consultant may not reallocate compensation between tasks without the written approval of the City. The necessity for Optional Tasks will be determined by the City. No work or charges may proceed on Optional Tasks without written authorization of the City's Project Manager.

Task No.	Description	Task Amount Not-to-Exceed	
		Optional Tasks	Core Project
100	Preliminary Design Phase	\$4,496	\$37,063
200	Design Phase	\$11,812	\$176,113
300	Advertisement	\$2,469	\$2,568
400	Construction	\$0	\$59,418
	Total Tasks Not-To-Exceed Amount:	\$18,777	\$275,162
	Total Core Project and Optional Tasks Amount:	\$293,939	

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

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

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

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates with multipliers shown shall not exceed those set forth below:

LABOR CLASSIFICATION	MAXIMUM BILLING RATE (\$/HR)
<i>Brown and Caldwell</i>	
Project Manager	\$200.32
Design Engineer	\$104.25
Gas System Tech Advisor	\$207.27
QA/QC	\$224.69
Structural Design Engineer	\$110.42
Project Delivery Officer	\$240.44
Tech QA/QC	\$250.00
Lead Cost Estimator	\$167.21
Constructability Support/Review	\$243.57
Electrical and Instrumentation Oversight	\$212.85
CAD Review/Support	\$126.67
Structural QA/QC	\$159.37
Structural Design Lead	\$178.44
Structural CAD	\$104.41
Cost Estimating Electrical	\$153.05
Project Assistant/Word Processing	\$95.91
<i>Elcon Associates, Inc.</i>	
Principal	\$165.00
Project Manager	\$155.00
Senior Engineer	\$135.00
Engineer	\$125.00
Senior Designer	\$115.00
Designer	\$105.00
Technician	\$105.00
CADD Operator	\$85.00
Drafter	\$85.00
Admin	\$75.00
<i>Rivero Design, LLC</i>	
Designer	\$95.00

The hourly billing rates include a multiplier applied to salaries. This multiplier shall not exceed 3.1 and shall include the following non-reimbursable expenses: fringe benefits, payroll bonuses, autos and other defined perquisites, telecommunications, facsimile services, overhead expenses including but not limited to local and long distance telephone, parking, delivery/courier, general business and professional liability insurance, advertising costs, postage, internal copying, lease of office equipment, mileage and other local travel costs (travel within a 100-mile radius of Consultant's project office), information technology (including computer time and CAD services and other related highly specialized equipment), all other direct costs not identified as reimbursable, other indirect costs and profit.

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

- **Out-of-Town Travel.** Travel (transportation, lodging and per diem) of Consultant and/or experts when specified in the contract or requested by BES, directly attributed to specific project tasks and when to a location outside a 100mile radius of Consultant's project office. Travel will be preapproved by the City's Project Manager and travel costs will be reimbursed in accordance with the City's Travel Expense Guidelines.
- **Photocopying/Reproduction Costs.** Copying and reproduction of documents that cannot be handled by Consultant in-house and are sent to an outside vendor.

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%.

Adjustment of Labor Rates Due to Inflation

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

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the Contract;
- No more than one increase shall be granted per Contract year;

- Rate increases may not exceed the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) inflation rate for the preceding calendar year for the Portland Metropolitan Area (as determined from the US Department of Labor statistics);
- Rate increases shall not be retroactive.

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

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the Contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 calendar days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

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, Consultant 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: Brian K. Pender Date: 4-10-17 Entity: Brown and Caldwell, 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 Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600.

BROWN AND CALDWELL, INC.

By: Bryan K Paulson Date: 4-10-17

Name: Bryan K. Paulson

Title: Vice President

CONTRACT NUMBER: 3000 _____

CONTRACT TITLE: CBWTP Waste Gas Burner Replacement

CITY OF PORTLAND SIGNATURES:

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: _____
Office of City Attorney

Date: _____

Attachment A
Waste Gas Burner - Payment Schedule
BES Project No. E10649

E10649 Attachment B City of Portland – BES CBWIP Waste Gas Burner																								
		Mills, Timothy A	Rose, Lisa J	Lafitte, Dan E	Hurns, Gregory D	Schettler, James	Lough, Heather L	Chapman, Thomas M	Dummer, Catherine A	Lebo, Thomas R	Masonville, Philip M	Persson, Douglas R	Harper, Jonathan F	Henshaw, Dana	Falken, Eric J	Kingery, Randolph E	Laba, Jay H			Elcon Assoc.	Riverc Design			
		Project Manager	Project Asst / Word Processing	Project Delivery Officer	Overall QAQC	Tech QAQC	Design Engineer	Gas System Tech Advisor	Lead Cost Estimator	Constructability Support / Review	Elec. And Inst. Oversight	CAD Review/ Support	Struct QAQC	Struct Design Engr	Struct Design Lead	Struct CAD	Cost Estimating Electrical	Total Labor Hours	Total Labor Effort	Cost	Cost	Total Expense Effort	Optional Tasks	Core Project
Phase	Phase Description																							
		\$200.32	\$95.91	\$240.44	\$224.69	\$250.00	\$104.25	\$207.27	\$167.21	\$243.57	\$212.85	\$126.67	\$159.37	\$110.42	\$178.44	\$104.01	\$153.05							
100	Preliminary Design Phase	50	20	8	4	4	110	20	10	6	16	26	0	0	2	0	0	276	\$41,558	\$0	\$0	\$0	\$4,498	\$37,063
010	Project Management	16	12	8	0	0	0	0	0	0	0	0	0	0	0	0	0	36	\$6,280	\$0	\$0	\$0	\$0	\$6,280
011	Information Gathering	4	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	20	\$2,470	\$0	\$0	\$0	\$0	\$2,470
012	*Existing Structure Record	4	0	0	0	0	16	0	0	0	0	16	0	0	0	0	0	36	\$4,496	\$0	\$0	\$0	\$4,496	\$0
013	Gas Production	4	0	0	0	0	16	8	0	0	0	0	0	0	0	0	0	28	\$4,127	\$0	\$0	\$0	\$0	\$4,127
014	Alternatives Evaluation	8	4	0	0	0	26	6	10	6	4	6	0	0	0	0	0	70	\$10,685	\$0	\$0	\$0	\$0	\$10,685
015	Design Criteria and Standards	6	4	0	0	0	24	6	0	0	8	4	0	0	2	0	0	54	\$7,898	\$0	\$0	\$0	\$0	\$7,898
016	Predesign Workshops	8	0	0	0	0	12	0	0	0	4	0	0	0	0	0	0	24	\$3,705	\$0	\$0	\$0	\$0	\$3,705
017	Predesign QAQC	0	0	0	4	4	0	0	0	0	0	0	0	0	0	0	0	8	\$1,899	\$0	\$0	\$0	\$0	\$1,899
200	Design Phase	97	57	12	18	12	182	18	23	5	29	40	7	80	28	68	15	691	\$98,150	\$62,000	\$23,500	\$89,775	\$11,812	\$176,113
010	Project Management	34	40	12	0	0	0	0	0	0	0	0	0	0	0	0	0	86	\$13,533	\$0	\$0	\$0	\$0	\$13,533
011	Design Workshops	12	0	0	0	0	12	0	0	0	4	0	0	0	0	0	0	28	\$4,507	\$0	\$0	\$0	\$0	\$4,507
020	60% Design	26	6	0	0	4	90	10	8	1	9	21	3	12	5	12	4	211	\$28,952	\$15,000	\$12,000	\$28,350	\$0	\$57,302
030	90% Design	15	7	0	0	4	57	6	9	3	8	15	3	12	5	12	10	166	\$23,175	\$30,000	\$8,000	\$39,900	\$0	\$63,075
040	Final Design	8	4	0	0	4	23	2	6	1	8	4	1	10	3	5	1	80	\$11,727	\$17,000	\$3,500	\$21,525	\$0	\$33,252
050	QAQC	2	0	0	18	0	0	0	0	0	0	0	0	0	0	0	0	20	\$4,445	\$0	\$0	\$0	\$0	\$4,445
060	*Pipe Support Design	0	0	0	0	0	0	0	0	0	0	0	0	16	5	14	0	35	\$4,115	\$0	\$0	\$0	\$4,115	\$0
070	*Bus Shelter Design	0	0	0	0	0	0	0	0	0	0	0	0	30	10	25	0	65	\$7,697	\$0	\$0	\$0	\$7,697	\$0
300	Advertisement	12	0	0	2	0	12	0	0	0	2	4	0	0	0	0	0	32	\$5,037	\$0	\$0	\$0	\$2,469	\$2,568
010	Bld Period	4	0	0	0	0	8	0	0	0	2	4	0	0	0	0	0	18	\$2,568	\$0	\$0	\$0	\$0	\$2,568
020	*Permitting	8	0	0	2	0	4	0	0	0	0	0	0	0	0	0	0	14	\$2,469	\$0	\$0	\$0	\$2,469	\$0
400	Construction	80	20	4	0	0	158	24	8	16	14	0	0	30	4	0	0	358	\$52,593	\$6,500	\$0	\$6,825	\$0	\$59,418
010	Project Management	14	14	4	0	0	0	0	0	0	0	0	0	0	0	0	0	32	\$5,109	\$0	\$0	\$0	\$0	\$5,109
011	Site Meetings and Observations	10	0	0	0	0	8	0	0	0	0	0	0	2	2	0	0	22	\$3,415	\$1,000	\$0	\$1,050	\$0	\$4,465
012	Submittal Review	20	0	0	0	0	58	8	0	6	4	0	0	13	1	0	0	110	\$15,638	\$2,500	\$0	\$2,625	\$0	\$18,263
013	Requests for Information	18	0	0	0	0	48	8	0	6	4	0	0	15	1	0	0	98	\$14,015	\$3,000	\$0	\$3,150	\$0	\$17,165
014	Design Clarifications	6	0	0	0	0	16	2	0	2	4	0	0	0	0	0	0	30	\$4,623	\$0	\$0	\$0	\$0	\$4,623
015	Change Orders	6	0	0	0	0	16	0	8	0	2	0	0	0	0	0	0	32	\$4,633	\$0	\$0	\$0	\$0	\$4,633
016	Facility Startup and Ops Support	8	6	0	0	0	12	6	0	2	0	0	0	0	0	0	0	34	\$5,160	\$0	\$0	\$0	\$0	\$5,160
TOTAL		239	97	24	24	16	462	62	41	27	61	70	7	110	34	68	15	1,357	\$197,339	\$68,500	\$23,500	\$96,600	\$18,777	\$275,162
*Optional Tasks																				Core Project and Optional Tasks		\$293,939		