

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

CONTRACT NUMBER 30006179

**TITLE OF WORK PROJECT
N. Willamette Blvd. Bridge Main Replacement**

This Contract is between the City of Portland ("City," or "Bureau") and **Stantec Consulting Services, Inc.**, hereafter called Consultant. The City's Project Manager for this Contract is **Ryan Nelson**.

Effective Date and Duration

This Contract shall become effective on **June 1, 2018**. This Contract shall expire, unless otherwise terminated or extended, on **May 28, 2023**.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed **\$749,190** 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): Stantec Consulting Services, Inc.

Address: 806 SW Broadway, Ste. 200 Portland, OR 97205

Employer Identification Number (EIN): 11-2167170

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

City of Portland Business Tax Registration Number: 423988

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 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): 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

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 do not discriminate by policy or practice in the provision of employee benefits between employees with domestic partners and 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. Contact the PTE Contract Compliance Specialist for submission guidelines.

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

BACKGROUND

The existing 20-inch water pipeline crossing the Burlington Northern Santa Fe (BNSF) railroad at N. Willamette Blvd. is an important supply serving the St. Johns and Rivergate areas, as well as the St Johns River Crossing. The main has been well-documented to be in poor condition, and the most recent inspection recommended immediate repairs to avoid imminent failure of the main. **The N. Willamette Blvd. Bridge Main Replacement Project (Project) is intended to eliminate these deficiencies and increase overall resilience of the crossing by replacing the existing 20-inch main hung from the bridge with a buried main.**

SCOPE OF WORK

The Consultant shall provide all required drawings, specifications, and other documentation required to generate constructible and biddable contract documents for replacing the existing 20-inch water pipeline hung from the bridge with a buried main.

The following provides a more detailed description of the key tasks to be performed as part of this Project. The Consultant shall work closely with designated Portland Water Bureau Project Manager, their designated representative, PWB contractors and their subcontractors, and other City personnel to accomplish the following:

Task 1: Project Management

This task covers the work required to provide overall management of work assigned to the Consultant. It also covers the expectations on how the Consultant will keep Portland Water Bureau (PWB) and stakeholders apprised of the Project status. The Consultant will provide management expertise and assistance to PWB using industry best practices in the field of management.

Key personnel within the Consultant's team will not be replaced without the written approval of PWB and an amendment to the contract. Key members include Project manager, key technical leads (geotechnical, easements, permits), and quality control manager.

Project Management shall include but not be limited to the following items:

- a. Monthly Progress Reports: The Monthly Progress Report will highlight work progress during the previous month, work planned for the next month, and list unresolved outstanding issues. The report will break-down work by task and will compare percentage complete with percentage of budget spent;

- b. Monthly Subconsultant Payment and Utilization Report;
- c. Schedule: Monthly schedule update will include design phase; procurement phase, and construction phase. The tasks will indicate percent complete;
- d. Monthly Invoice: The invoice will include a Project summary section which breaks the Project into tasks and provides the following information for each task: contract budget, prior billed fees, fees this month, total billed fees, fees remaining, percent complete, and percent remaining. The invoice will breakout invoiced amount for each subconsultant;
- e. Project Meetings: A total of twenty (20) meetings are anticipated; and,
- f. Review Projects Progress: Review Project progress with PWB's Project manager on a weekly basis.

Primary Deliverables

- One (1) electronic copy of Monthly Progress Report shall be submitted by the 15th of each month;
- One (1) electronic copy of the invoice shall be submitted by the 15th of each month;
- One (1) electronic copy of the Monthly Subconsultant Payment and Utilization Report shall be submitted by the 15th of each month;
- One (1) electronic copy in MS Project format and PDF format of the schedule shall be submitted by the 15th of each month; and,
- Agenda and meeting minutes for all Project management meetings.

Work Performed by PWB

- PWB will coordinate with all other City bureaus; and,
- Provide PWB financial data and assets for incorporation into monthly reports and the final Cost Accounting Report.

Task 2: Preliminary Design Work

This task covers the work required by the Consultant to perform the preliminary design work. This work shall be submitted in a Preliminary Design Work Report prior to initiating the design.

The Preliminary Design Work Report will include the following items:

- a. Business Case: An alternatives analysis using weighted criteria provided by PWB to rank various trenchless construction methods/designs for the proposed railroad crossing. This alternatives analysis should augment the alternatives analysis in PWB's N. Willamette Blvd. Bridge Main Project Validation Report (PVR) by updating the information on 'Alternative 2 – Bore and Jack Pipeline' and 'Alternative 3 – Bore with Deep Shafts.' Updated information, at a minimum, shall include proposed revised alignments and revised costs as well as assessment of the feasibility of the alternatives. A Benefit Costs analysis isn't necessary unless the costs become greater than the cost of the recommended alternative in the PVR. At a minimum, two additional alternatives, beyond the two in the PVR, will be added to the analysis. A recommended alternative will be provided;
- b. Additional Geotechnical Work: Existing geotechnical data is available for the site. An Assessment shall be made identifying what if any additional required geotechnical work will be needed; and,
- c. Phase I Environmental Site Assessments (Refer to Task 6: Easement and Property Acquisition below for more information).

Deliverables:

- An electronic copy of the draft Preliminary Design Work Report in Microsoft Word and PDF format; and,
- Six (6) Copies of final Preliminary Design Work Report plus an electronic copy in Microsoft Word and PDF format.

Work Performed by PWB:

- Provide all internally held information pertinent to the Project, including the existing planning report, relevant information from recent seismic study, geotechnical reports and data, and existing pipe and bridge design information;
- Review and provide comments on a Comment Form for the draft Preliminary Design Work Report (within 4 weeks of receipt); and,
- Provide a memorandum defining the criteria and weighting to be used in the alternatives analysis. Consultant input will be accepted during the review process.

Task 3: Geotechnical Work

This task covers the work necessary by the Consultant to perform a geotechnical investigation at the proposed Project site. The Consultant shall submit the findings and results in a Geotechnical Investigation Report.

The Geotechnical Investigation Report shall include, but not be limited to the following, (unless determined to be unnecessary in Task 1):

- a. Summarize and reference separate geologic hazards;
- b. Description and discussion of the geotechnical exploration program;
- c. Logs of all borings and other site investigations;
- d. Results of field and laboratory testing;
- e. Soil strength characteristics; and,

- f. Geotechnical recommendations.

The Geotechnical Investigation Report shall include, but not be limited to the following:

- a. Identify the distribution of soil and rock types within the Project limits;
- b. Define location of water table including the depth and seasonal variability within the Project limits;
- c. Identify and characterize any geological hazards that may be present within the Project limits;
- d. Provide recommendations on how to mitigate identified hazards; and,
- e. Provide recommendation of pipe installation feasibility.

Deliverables

- Electronic copy of the draft Geotechnical Investigation Report in Microsoft Word and PDF format;
- One (1) copy of the final Geotechnical Investigation Report plus electronic copies in Microsoft Word and PDF format;
- Electronic copy of the draft Geotechnical Exploration Plan in Microsoft Word and PDF format; and,
- Electronic copy of the final Geotechnical Exploration Plan in Microsoft Word and PDF format.

Work Performed by PWB:

- Review and provide comments on a Comment Form for the draft Geotechnical Data Report (4 weeks); and,
- Review and provide comments on a Comment Form for the draft Geotechnical Exploration Plan (2 weeks).

Task 4: Design Work

This task covers the work required by the Consultant to perform the Design. The design process shall involve collaboration with PWB design staff to develop 30% schematic, 60% detailed, and 90% complete review packages, along with a 100% signed bid package. The signed bid package shall provide all data and design information necessary for a Contractor to replace the existing water main hung from the bridge with a below grade pipe alignment which ties into the existing main.

The Consultant's design will adhere to the following PWB constraints:

- a. The proposed pipeline alignment must be below grade and will include no bridge crossings;
- b. The proposed pipeline must be designed to accommodate seismic loading associated with a seismic event having a 2% chance of exceedance in 50 years;
- c. The proposed pipeline to be steel or ductile iron; and,
- d. The proposed design to match the recommendation in the Preliminary Design Work Report.

The Consultant shall be responsible for the following design elements in the package:

- Plans including but not limited to; (utilizing PWB Computer Aided Design (CAD) standards)
 - a. Cover Sheet;
 - b. Access and staging plan;
 - c. Tree protection plan;
 - d. Site restoration plan;
 - e. Shaft plan and profile;
 - f. Tunnel section and details;
 - g. Erosion and sediment control plan;
 - h. Site restoration;
 - i. Structural details;
 - j. Traffic control details (if requested);
 - k. Pipe plan and profile; and,
 - l. Details.
- Specifications following Construction Specifications Institute (CSI) MasterFormat including, but not limited to;
 - a. Legal and Procedural Documents (Bidding documents); and
 - b. All required special provisions.
- Calculations;
 - a. Plastic analysis of carrier pipe to accommodate seismic loading along with stress analysis of pipe for all construction and post construction loading including but not limited to soil lateral and vertical loading from traffic and self-weight, and internal pressure loading.
- Phase II Environmental Site Assessment (Refer to *Task 6: Easement and Property Acquisition* for more information);
- Construction cost estimates;
- Survey work along and;
- Obtaining the rights-of-entry as required by the BNSF Railroad and other property owners.

Deliverables

- Electronic copy of 30% design package including schematic plans, design report, preliminary cost estimate, and table of contents for specifications to be used in both Microsoft Word and PDF format;

- Electronic copy of 60% design package including detailed plans, specifications, design report, calculations, Phase II Environmental Site Assessment, bid form showing construction cost estimate in Microsoft Word, Excel and PDF;
- Electronic copy of 90% design products including revised plans, specifications, design report, calculations, final permit applications, Legal and Procedural Documents which include the bid form showing an updated construction cost estimate in Microsoft Word, Excel, and PDF format;
- Electronic and original signed copy of completed bid package including signed plans on vellum and in a Microstation electronic format, specifications, Legal and Procedural Documents which include the bid form, supplementary information as required, all required permits in Microsoft Word and PDF format;
- Comment Forms with responses for each prior design package; and,
- Quality Review and Response Forms in Microsoft Word and PDF format.

Work Performed by PWB

- Provide Comment Form along with consolidated comments for each design review (5 weeks each);
- Provide Quality Review and Response Forms;
- Coordination with City of Portland Procurement Office;
- Provide an electronic copy in PDF format of Project site showing utility locations (PWB water mains & Bureau of Environmental Services (BES) sewers facilities);
- Provide electronic copies in Microstation® format of PWB title block, cover sheet with; standard notes, resurfacing schedule, and legend;
- Provide General/Supplementary Conditions and available special provisions;
- Provide schedule showing steps/tasks and timelines for City procurement; and,
- Provide Legal and Procedural Documents along with General/Supplementary Conditions to incorporate in bid book.

Task 5: Permit

This task covers the work required of the Consultant to obtain the necessary permits for all field work during the design phase and for all work required to construct the Project.

The Consultant shall complete the applications for each permit and allow a review period for each permit application by PWB. The Consultant shall submit all applications to appropriate permitting agency to obtain permits. The Consultant will provide permit status updates to PWB at key milestone events and with each design submittals.

In addition to the required permits from government entities, the Consultant shall obtain written acceptance from the BNSF Railroad and the Union Pacific (UP) Railroad, as necessary, on the construction contract documents.

The Consultant shall create a Permit Plan prior to beginning any permit work and will provide it to PWB for review with adequate time for review and comment. The plan shall include the following:

- List of permits required for the Project;
- Describe the purpose of each permit and agencies that need to be consulted;
- Type of studies required, if any, for each permit;
- Permit application cost, for each permit;
- Schedule indicating timeline for all required permits, including permitting agency review times, application preparation time, and at what point in the design/construction phase permit application can be submitted;
- Define how comments from regulators will be addressed;
- Discuss strategies for reducing permit impacts on Project schedule; and,
- Provide risk rating for each permit.

Deliverables:

- Meeting agendas and minutes. Attend pre-application meeting at Bureau of Development Services (BDS) plus additional progress update meeting with PWB staff (assume 2 meetings total);
- Permit Plan;
- Permit applications and supporting documentation/studies; and,
- Background information on permitting/easement issues and contacts.

Work Performed by PWB:

- Provide existing background information on permitting/easement issues and contacts;
- Provide payment for all required permits; and,
- Provide contacts for City controlled permits.

Task 6: Easement & Property Acquisition

This task covers the work required to obtain the necessary property, easements, temporary easements, and rights of entry to construct the Project. The Consultant shall be responsible for valuation, negotiation, acquisition, and relocation pursuant to Chapter 35 of Oregon State Law (<https://www.oregonlaws.org/ors/chapter/35>) for each interest in property necessary for the Project.

The number of tax lots affected by this Project is unknown because it is dependent on the recommended design, which will be determined during the design phase.

The Consultant shall create an Acquisition Plan, if acquisitions will potentially be needed, prior to beginning any acquisition work. The plan shall include the following:

- a. List of each interest in real estate required for the Project;
- b. Descriptions of why each interest in real estate is required;
- c. List of team members and their roles and responsibilities;
- d. List of ownership or stakeholders in each interest in real estate required;
- e. Type of assessments recommended for each interest in real property, if any;
- f. Schedule to obtain each interest in real estate;
- g. Discuss how comments from property owners will be addressed;
- h. Discuss strategies for reducing easement impacts on Project schedule;
- i. Risk analysis for the easement process; and,
- j. Proposal for tracking all interests in real estate throughout the acquisition process.

The Consultant shall recommend an appropriate level of environmental site analysis for each affected property. It is anticipated that, at a minimum, Level 1 Environmental Site Assessments (ESA) will be performed for all of the properties requiring permanent easements including the entry and exit pit areas where excavation will occur. If it is determined that Level 2 or higher ESA analysis of the impacted properties is required, the Consultant shall be responsible for this work. Properties purchased by the PWB for the Project will require a Phase 1 and Phase 2 ESA and the Consultant shall provide an estimate for this work.

The Consultant shall recommend a value to be offered for each interest in real estate necessary for the Project. If the recommended amount of just compensation due for any interest in real estate is less than \$20,000 the Consultant shall prepare a written explanation of the basis and method by which the Consultant arrived at the specific valuation of the property. If the recommended amount of just compensation due for any interest in real estate is greater than \$20,000 the Consultant's value recommendation shall include an appraisal of the interests in real property in a format which conforms to Uniform Standards of Professional Appraisal Practice (USPAP). The PWB will review and approve all valuations and offers prior to the Consultant assisting the appropriate PWB staff in the negotiations with the owners of the property.

The Consultant shall be responsible for negotiation in good faith with the owner of each affected parcel pursuant to Chapter 35 of Oregon State Law. All offers shall be made in writing and include a copy of the basis of value. The Consultant shall keep a journal of each communication with each owner of property affected by the Project and provide PWB with timely status updates. The Consultant is responsible for incorporating negotiated changes approved by the PWB into the final easement and settlement documents.

Pursuant to Chapter 35 of Oregon State Law, the Consultant shall be responsible for coordinating with each owner of personal property located on each interest in real estate required for the Project, including determining the eligibility of the personal property for relocation benefits, recommending the relocation benefit due to each owner, and establishing a reasonable schedule for personal property to be relocated, for review and approval by PWB. The Consultant shall monitor, coordinate, and participate in the relocation process as necessary to ensure that real estate interests required for the Project are free and clear of encroachments according to the schedule. Approved relocation benefits and costs shall be paid to each affected owner of personal property by PWB.

Each interest in real estate acquired for the Project shall be closed in escrow at a title company chosen by the PWB. The Consultant shall coordinate with the PWB and the title company to obtain the documents necessary to close each interest in real estate. PWB shall pay the negotiated consideration and all closing costs for each interest in real estate in escrow.

If the owner of an interest in real property required for the Project cannot be located, or if good faith negotiations for an interest in real property required for the Project are not successful, the Consultant shall inform the PWB as soon as possible but not less than 180 days prior to the start of construction. The Consultant shall provide an acquisition file for each interest not obtained, including a memo describing the good faith negotiations, or in the case no owner can be located, a memo describing the effort to locate the rightful owner of the required real property interest; an acquisition journal describing each correspondence and contact with each owner of each interest in real property; copies of all information used to value the subject interests in real property; copies of all offers, letters, maps, appraisals, deeds, easements, or other documents related to each acquisition file, and any other information requested by the PWB or the City Attorney's Office. The Consultant shall, at the request of the PWB or the City Attorney's Office, be an expert witness in litigation related to any interest in real property required for the Project.

Primary Deliverables:

- Tracking system for acquisition preparation work, submittals, milestones, and approvals;
- Prepare deeds, easements, rights of entry, or other agreements required for the Project using template supplied by the PWB;
- Prepare an offer for each owner of each interest in real estate for approval by the PWB, including preparation of an appraisal or other appropriate valuation, maps, reports, or other supporting information;

- Prepare a written relocation benefits assessment for each interest in real estate pursuant to state law for approval by the PWB, including identification of personal property which may require relocation, determining eligibility of benefits, calculation of benefits, and establishment of a relocation schedule. Coordinate and monitor the relocation effort, including providing timely status updates to PWB;
- Meeting agendas and minutes with property owners/attorneys (assume 2 meetings per parcel);
- Acquisition Plan including graphics and presentation materials;
- Level 1 Environmental Site Assessment (ESA) Reports to City Standards (assume 4 properties);
- Level 2 Contaminated Media Management Plan to City Standards (assume 2 properties); and,
- Draft and Final Sampling and Analysis Plan.

Work Performed by PWB:

- Provide a title report, title insurance, and escrow for each interest in real estate required for the Project;
- Provide forms of deeds, easements, rights of entry, or other agreements necessary for the Project;
- Provide a legal description and sketch for each interest in real estate required for the Project;
- Review and approve the Acquisition Plan;
- Review and approve valuation and offer for each interest in real estate required for the Project;
- Review and approve negotiated settlements for acquisition of real property interests;
- Review and approve a relocation benefit package and schedule for each owner of personal property located on an interest in real property required for the Project;
- Facilitate support from City Attorney;
- Funding of escrow accounts to close each interest in real property, including payment of consideration, closing and escrow costs, document recording fees, and other fees related to closing pursuant to a buyer settlement statement;
- Review and approve recommended relocation benefits and relocation schedule;
- Coordination and payment of approved relocation benefits and costs; and,
- Coordinate with BES Coordinated Site Analysis (CSA) program for review and approval of ESA reports and Contaminated Media Management Plan.

Task 7: Construction Support

This task covers the work necessary to provide support through construction of the Project. The main function shall be technical support and assistance with construction on the segments of the design completed and stamped by the Proposer. The Consultant will perform the following activities during the construction of the Project:

- a. Participate in construction kick off meeting and ten (10) Project status meetings, as requested by City's PM;
- b. Perform two (2) site visits during construction;
- c. Review and provide input on independent testing laboratories;
- d. Review, as requested, shop drawings, samples, and other submittals required by the Contract for conformance to Contract requirements on proposer stamped drawings;
- e. Assist evaluation of substitution(s) or equal(s) proposed by the construction contractor and provide recommendations for PWB final approval;
- f. Assist PWB with construction change orders or construction changes as requested; and,
- g. Provide site inspections by geotechnical engineer per permit requirements (a minimum of two will be required).

Deliverables

- Provide site visit reports with photos in Microsoft Word, JPEG format, and PDF format;
- Non-conformance reports in Microsoft Word and PDF format; and,
- Record drawings on Consultant stamped sheets in MicroStation and PDF format.

Work Performed by PWB

- PWB will assign staff to provide construction management of all day-to-day activities. At a minimum, the core team from PWB will consist of the City's PM, construction manager, and inspector;
- PWB will provide all public involvement;
- Process contractor pay invoices; and,
- Complete as-constructed drawing and PWB close out documentation.

Task 8: Mitigation

Other work may be authorized depending on the Project needs. This work may include but is not limited to a peer review by a construction contractor or additional traffic control services. The "Task 8: Mitigation" budget shall only be used by the Consultant when the PWB PM provides the Consultant and the PWB Contract Administration Branch with a letter authorizing that funds may be utilized. The PWB letter will contain the specific work and deliverable required by the PWB and the not to exceed amount authorized for the Consultant to use for the work.

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

NAME	ROLE ON PROJECT
Aaron Eder	Project Technical Lead
Dick Talley	Project Manager

SUBCONSULTANTS

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

NAME	DMWESB CERTIFICATION TYPE	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Staheli Trenchless Consultants	WBE	Trenchless Evaluations and Design	\$60,643
Shannon & Wilson, Inc.	OBE	Geotechnical Engineering	\$157,400
DKS Associates	OBE	Traffic Control Design	\$20,000
Angelo Planning Group	DBE, WBE	Land Use Permitting	\$31,664
Dave Mills Consulting, Inc.	ESB	Surveying	\$27,086
Right-of-Way Associates, Inc.	ESB	Easement Acquisition	\$39,124
Pacific Habitat Services, Inc.	OBE	Environmental Permitting and Tree Protection	\$39,047

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 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. Contact the PTE Contract Compliance Specialist for submission guidelines.

COMPENSATION

The maximum that the Consultant can be paid on this Contract is **\$749,190** (hereafter the “not to exceed” amount.) in accordance with the Budget Detail attached as Attachment A. 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 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 shall not exceed those set forth in Attachment B.

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

- Printing / graphic services
- Freight / courier services
- Supplies, materials, or services rendered by outside vendors

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%.

Travel Expenses

It is the policy of the City 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. Consultant's Project Manager shall provide a written advance request for any upcoming trips for approval by City Project Manager.

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 shall 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 shall fly "coach class," unless Consultant personally pays the difference. All Consultant representatives shall 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 of City's Project Manager in writing prior to incurring any expense for which reimbursement shall be sought. The City shall not pay any mark up over actual allowable reimbursement costs. Any travel occurring less than a 100-mile radius from Portland, OR is non-reimbursable.

Progress Payments

Compensation to the Consultant shall be based on invoices, monthly MUR reports and detailed monthly Project progress reports submitted to the PWB, which shall document completion of Project task/subtask or work order and provide detailed documentation of Project activity by the Consultant (including subconsultants). The Consultant 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 by the Consultant during the preceding month. The Invoice shall contain the following:

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

- A. The correct name of the City's Project Manager (Ryan Nelson)
- B. Invoice date
- C. Date range during which the Services being invoiced for were provided
- D. Invoice number that ends in a "##", which represents the correct invoice sequence of issue. The last invoice submitted on the Project must be clearly labeled "Final Invoice"
- E. The correct Contract number
- F. Original Contract total, not to exceed amount broken out by: Phase(s), Task, Subtask, and Work Order (if applicable)
- G. Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item F of this section, showing the revised Contract amounts
- H. 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 F of this section
- I. Amounts being invoiced for in the current invoice and broken out the same way as in item F of this section, with a roll up of a "Total Amount Billed for This Invoice" line item amount
- J. Balances Remaining after receipt of payment for the current invoice broken out the same way as in item F of this section
- K. 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.
- L. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable
- M. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract
- N. 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. Submission of the draft billing document shall be emailed to the PWB Contract Administration Branch at: Andrew.Urdahl@portlandoregon.gov and to the City's Project Manager at Ryan.Nelson@portlandoregon.gov for final review and approval.

The Invoice, monthly MUR reports and detailed monthly Project progress report shall be e-mailed to:
wbaps@portlandoregon.gov

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, 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: Dick Talley Date: 12-21-17 Entity: STANTEC

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.

Stantec Consulting Services

BY: _____

Dick Talley

Date: _____

12-21-17

Name: _____

DICK TALLEY

Title: _____

AREA MANAGER

CONTRACT NUMBER: 30006179

CONTRACT TITLE: N. Willamette Blvd. Bridge Main Replacement

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

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

Approved as to Form:
By: _____ Date: _____
Office of City Attorney

**Contract 30006179
Attachment A - Page 1
Baseline Budget**

Task	Task Description	Stantec Fee Estimate				Fee by Subconsultant (* D/M/W/ESB participation)							Total
		Labor	ODC	Sub Markup	Total	Stahell Trenchless Consultants*	Shannon & Wilson	DKS Associates	Angelo Planning Group*	Dave Mills Consulting*	Right-of-Way Associates*	Pacific Habitat Services	
1	Project Management	57,810	-	1,211	59,021	7,242	7,060	-	3,894	-	-	6,020	83,237
1.1	Project Management Plan	2,840.00	-	-	2,840	-	-	-	-	-	-	-	2,840
1.2	Invoicing and Scope Management	33,851.20	-	266	34,117	1,091	1,091	-	1,364	-	-	1,778	39,441
1.3	Progress Meetings and Coordinator	21,118.80	-	945	22,063	-	5,969	-	2,530	-	-	4,242	40,956
2	Preliminary Design	54,264	1,600	1,216	57,080	13,247	6,070	5,000	-	-	-	-	81,397
2.1	Business Case Alternatives Evaluation	28,337.00	-	662	28,999	13,247	-	-	-	-	-	-	42,247
2.2	Additional Geotechnical Work	4,494.50	-	304	4,798	-	6,070	-	-	-	-	-	10,868
2.3	Phase 1 Environmental Assessment	21,432.20	1,600	-	23,032	-	-	-	-	-	-	-	23,032
2.4	Traffic Count and Concept Development	-	-	250	250	-	-	5,000	-	-	-	-	5,250
3	Geotechnical Work	1,818	-	5,835	7,653	2,586	114,097	-	-	-	-	-	124,335
3.1	Draft Geotechnical Investigation Report	454.50	-	5,469	5,924	1,293	108,097	-	-	-	-	-	115,314
3.2	Final Geotechnical Investigation Report	454.50	-	80	535	-	1,581	-	-	-	-	-	2,115
3.3	Draft Geotechnical Exploration Plan	454.50	-	259	714	1,293	3,894	-	-	-	-	-	5,900
3.4	Final Geotechnical Exploration Plan	454.50	-	26	481	-	525	-	-	-	-	-	1,006
4a	30% Initial Design	52,622	11,964	1,928	66,514	4,323	7,161	-	-	27,086	-	-	105,084
4a.1	30% Schematic Design	28,787.00	-	1,928	30,715	4,323	7,161	-	-	27,086	-	-	69,285
4a.2	Phase 2 Environmental Site Assessments	12,600.00	11,964	-	24,564	-	-	-	-	-	-	-	24,564
4a.3	Draft and Final Sampling and Analysis Plan	11,235.00	-	-	11,235	-	-	-	-	-	-	-	11,235
4b	60% Intermediate Design	26,824	-	1,428	28,252	11,534	7,025	10,000	-	-	-	-	56,811
4b.1	60% Design Deliverable	26,824.00	-	1,428	28,252	11,534	7,025	10,000	-	-	-	-	56,811
4c	90% Final Design	26,014	-	927	26,941	6,525	7,025	5,000	-	-	-	-	45,491
4c.1	90% Design Deliverable	26,014.00	-	927	26,941	6,525	7,025	5,000	-	-	-	-	45,491
4d	100% Signed Design	9,978	-	128	10,106	2,560	-	-	-	-	-	-	12,666
4d.1	100% Design Deliverable	9,977.70	-	128	10,106	2,560	-	-	-	-	-	-	12,666
5	Permitting	6,576	-	2,673	9,248	-	3,560	-	16,867	-	-	33,028	62,703
5.1	Permitting Plan	3,028.00	-	638	3,666	-	-	-	3,842	-	-	8,908	16,416
5.2	Permit Applications	3,547.50	-	2,035	5,583	-	3,560	-	13,025	-	-	24,120	46,288
6	Easement and Property Acquisition	7,676	-	1,956	9,632	-	-	-	-	-	39,124	-	48,756
6.1	Acquisition Plan	959.50	-	50	1,010	-	-	-	-	-	1,005	-	2,015
6.2	Property Owner Contacts for Prelim. Investig	959.50	-	99	1,058	-	-	-	-	-	1,975	-	3,033
6.3	Coordinate Valuation/Appraisal Services	959.50	-	850	1,810	-	-	-	-	-	17,005	-	18,814
6.4	Document Preparation	959.50	-	90	1,049	-	-	-	-	-	1,798	-	2,847
6.5	Acquisition Negotiator	959.50	-	566	1,525	-	-	-	-	-	11,312	-	12,837
6.6	Relocation Planning and Benefits Assessment	959.50	-	33	993	-	-	-	-	-	662	-	1,654
6.7	Relocation Services	959.50	-	150	1,110	-	-	-	-	-	3,005	-	4,114
6.8	Coordinate Escrow Services with Bureau Staf	959.50	-	118	1,078	-	-	-	-	-	2,363	-	3,441
7	Construction Support	34,779	-	901	35,681	12,626	5,403	-	-	-	-	-	53,710
7.1	Bid Phase Services	5,824.00	-	-	5,824	-	-	-	-	-	-	-	5,824
7.2	Pre-Construction Meeting + 10 Additiona	5,148.00	-	-	5,148	-	-	-	-	-	-	-	5,148
7.3	Site Visit/Inspection Reports	2,106.00	-	358	2,464	1,747	5,403	-	-	-	-	-	9,614
7.4	Submittal & RFI Responses	11,426.00	-	544	11,970	10,878	-	-	-	-	-	-	22,849
7.5	Evaluation of Substitutions	1,872.00	-	-	1,872	-	-	-	-	-	-	-	1,872
7.6	Change Orders	2,912.00	-	-	2,912	-	-	-	-	-	-	-	2,912
7.7	Record Drawings	5,491.20	-	-	5,491	-	-	-	-	-	-	-	5,491
8	Mitigation	-	-	-	-	-	-	-	-	-	-	-	75,000
8.1	Mitigation	-	-	-	-	-	-	-	-	-	-	-	-
Total		278,360	13,564	18,204	310,127	60,643	157,401	20,000	20,761	27,086	39,124	39,048	749,190

Contract 30006179
Attachment A - Page 2
Baseline Budget

		Hours for Key Staff												Total Hours by Firm										
		Project Manager	Independent Technical Reviewer	Project Technical Lead	Stanlec Hours by Career Level																			
Task	Task Description	Dick Talley (CL7)	Greg Harris (CL8)	Aaron Eder (CL6)	CL3	CL4	CL5	CL6	CL7	CL8	SrD	JrD	A/S	Stanlec	Stahell Trenchless Consultants*	Shannon & Wilson	DKS Associates	Angelo Planning Group*	Dave Mills Consulting*	Right-of-Way Associates*	Pacific Habitat Services	Total		
1	Project Management	120	-	40	-	-	-	-	-	-	-	-	168	328	41	46	-	30	-	-	-	44	489	
1.1	Project Management Plan	8	-	-	-	-	-	-	-	-	-	-	8	16	-	-	-	-	-	-	-	-	16	
1.2	Invoicing and Scope Management	72	-	-	-	-	-	-	-	-	-	-	144	216	12	12	-	15	-	-	-	16	271	
1.3	Progress Meetings and Coordination	40	-	40	-	-	-	-	-	-	-	-	16	96	29	34	-	15	-	-	-	28	202	
2	Preliminary Design	22	22	90	112	20	-	-	-	-	16	-	16	298	60	38	-	-	-	-	-	-	396	
2.1	Business Case Alternatives Evaluation	20	20	80	-	-	-	-	-	-	-	-	-	120	60	-	-	-	-	-	-	-	180	
2.2	Additional Geotechnical Work	-	-	2	-	-	-	-	-	-	16	-	16	34	-	38	-	-	-	-	-	-	72	
2.3	Phase 1 Environmental Assessment	2	2	8	112	20	-	-	-	-	-	-	-	144	-	-	-	-	-	-	-	-	144	
2.4	Traffic Count and Concept Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3	Geotechnical Work	-	-	8	-	-	-	-	-	-	-	-	-	8	12	510	-	-	-	-	-	-	530	
3.1	Draft Geotechnical Investigation Report			2										2	6	466	-	-	-	-	-	-	474	
3.2	Final Geotechnical Investigation Report			2										2	-	11	-	-	-	-	-	-	13	
3.3	Draft Geotechnical Exploration Plan			2										2	6	29	-	-	-	-	-	-	37	
3.4	Final Geotechnical Exploration Plan			2										2	-	4	-	-	-	-	-	-	6	
4a	30% Initial Design	2	8	54	168	33	24	-	-	-	32	-	8	329	22	46	-	-	255	-	-	-	652	
4a.1	30% Schematic Design	2	8	48	32	8	24				32		8	162	22	46	-	-	255	-	-	-	485	
4a.2	Phase 2 Environmental Site Assessments			4	72	12								88	-	-	-	-	-	-	-	-	88	
4a.3	Draft and Final Sampling and Analysis Plan			2	64	13								79	-	-	-	-	-	-	-	-	79	
4b	60% Intermediate Design	8	8	50	32	8	8	-	-	-	32	-	4	150	60	45	-	-	-	-	-	-	255	
4b.1	60% Design Deliverable	8	8	50	32	8	8				32		4	150	60	45	-	-	-	-	-	-	255	
4c	90%Final Design	4	8	48	32	8	8	-	-	-	32	-	4	144	34	45	-	-	-	-	-	-	223	
4c.1	90% Design Deliverable	4	8	48	32	8	8				32		4	144	34	45	-	-	-	-	-	-	223	
4d	100% Signed Design	1	1	18	10	-	8	-	-	-	10	-	4	52	13	-	-	-	-	-	-	-	65	
4d.1	100% Design Deliverable	1	1	18	10	-	8				10		4	52	13	-	-	-	-	-	-	-	65	
5	Permitting	8	-	18	-	-	-	-	-	-	-	-	-	26	-	27	-	144	-	-	-	267	464	
5.1	Permitting Plan	4	-	8	-	-	-	-	-	-	-	-	-	12	-	-	-	32	-	-	-	78	122	
5.2	Permit Applications	4	-	10	-	-	-	-	-	-	-	-	-	14	-	27	-	112	-	-	-	189	342	
6	Easement and Property Acquisition	16	-	16	-	-	-	-	-	-	-	-	-	32	-	-	-	-	-	304	-	336		
5.1	Acquisition Plan	2	-	2	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-	11	-	15		
5.2	Property Owner Contacts for Prelim. Investig.	2	-	2	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-	23	-	27		
5.3	Coordinate Valuation/Appraisal Services	2	-	2	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-	35	-	39		
5.4	Document Preparation	2	-	2	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-	23	-	27		
5.5	Acquisition Negotiation	2	-	2	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-	140	-	144		
5.6	Relocation Planning and Benefits Assessment	2	-	2	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-	7	-	11		
5.7	Relocation Services	2	-	2	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-	35	-	39		
5.8	Coordinate Escrow Services with Bureau Staff	2	-	2	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-	30	-	34		
7	Construction Support	20	-	111	-	-	-	-	-	-	24	-	-	155	60	37	-	-	-	-	-	-	252	
7.1	Bid Phase Services	8	-	16	-	-	-	-	-	-	-	-	-	24	-	-	-	-	-	-	-	24		
7.2	Pre-Construction Meeting + 10 Additional	-	-	22	-	-	-	-	-	-	-	-	-	22	-	-	-	-	-	-	-	22		
7.3	Site Visit/Inspection Reports	-	-	9	-	-	-	-	-	-	-	-	-	9	8	-	-	-	-	-	-	17		
7.4	Submittal & RFI Responses	8	-	40	-	-	-	-	-	-	-	-	-	48	52	37	-	-	-	-	-	137		
7.5	Evaluation of Substitutions	-	-	8	-	-	-	-	-	-	-	-	-	8	-	-	-	-	-	-	-	8		
7.6	Change Orders	4	-	8	-	-	-	-	-	-	-	-	-	12	-	-	-	-	-	-	-	12		
7.7	Record Drawings	-	-	8	-	-	-	-	-	-	24	-	-	32	-	-	-	-	-	-	-	32		
8	Mitigation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
8.1	Mitigation																					-		
	Total	201	47	453	354	69	48	-	-	-	146	-	204	1,522	302	794	-	174	255	304	311	3,662		

Contract 30006179
Attachment B - Page 1
Consultant's Schedule of Hourly Rates - Stantec

Labor Classification	Rate ¹					
	2018	2019	2020	2021	2022	2023
Technical Expert (CL8)	\$ 250.00	\$ 250.00	\$ 255.00	\$ 260.10	\$ 265.30	\$ 270.61
Project/Discipline Manager (CL7)	\$ 250.00	\$ 250.00	\$ 255.00	\$ 260.10	\$ 265.30	\$ 270.61
Sr. Project Engineer (CL6)	\$ 225.00	\$ 225.00	\$ 229.50	\$ 234.09	\$ 238.77	\$ 243.55
Jr. Project Engineer (CL5)	\$ 175.00	\$ 175.00	\$ 178.50	\$ 182.07	\$ 185.71	\$ 189.43
Registered Engineer (CL4)	\$ 165.00	\$ 165.00	\$ 168.30	\$ 171.67	\$ 175.10	\$ 178.60
Associate Engineer (CL3)	\$ 135.00	\$ 135.00	\$ 137.70	\$ 140.45	\$ 143.26	\$ 146.13
Sr. Designer	\$ 145.00	\$ 145.00	\$ 147.90	\$ 150.86	\$ 153.88	\$ 156.95
Jr. Designer	\$ 125.00	\$ 125.00	\$ 127.50	\$ 130.05	\$ 132.65	\$ 135.30
Admin/Support	\$ 105.00	\$ 105.00	\$ 107.10	\$ 109.24	\$ 111.43	\$ 113.66

1. 2018/19 hourly rates are valid through June 2019. Rates will be increased by 2% in July 2020, and in every subsequent year.

Subconsultant Costs

Subconsultant services will be billed in accordance with each Subconsultant's rate table, with a markup of five percent.

Contract 30006179
Attachment B - Page 2
Consultant's Schedule of Hourly Rates - Staheli Trenchless Consultants

Labor Classification	Rate ¹					
	2018	2019	2020	2021	2022	2023
Principal	\$220.00	\$220.00	\$ 224.40	\$ 228.89	\$ 233.47	\$ 238.14
Principal Engineer	\$210.00	\$210.00	\$ 214.20	\$ 218.48	\$ 222.85	\$ 227.31
Project Engineer	\$165.00	\$165.00	\$ 168.30	\$ 171.67	\$ 175.10	\$ 178.60
Administration	\$90.00	\$90.00	\$ 91.80	\$ 93.64	\$ 95.51	\$ 97.42

1. 2018/19 hourly rates are valid through June 2019. Rates will be increased by 2% in July 2020, and in every subsequent year.

Contract 30006179
Attachment B - Page 3
Consultant's Schedule of Hourly Rates - Shannon & Wilson

Labor Classification	2018	2019	2020	2021	2022	2023
Senior Associate	\$ 195.00	\$ 195.00	\$ 198.90	\$ 202.88	\$ 206.94	\$ 211.07
Associate	\$ 165.00	\$ 165.00	\$ 168.30	\$ 171.67	\$ 175.10	\$ 178.60
Sr. Professional II	\$ 135.00	\$ 135.00	\$ 137.70	\$ 140.45	\$ 143.26	\$ 146.13
Sr. Professional I	\$ 125.00	\$ 125.00	\$ 127.50	\$ 130.05	\$ 132.65	\$ 135.30
Professional III	\$ 105.00	\$ 105.00	\$ 107.10	\$ 109.24	\$ 111.43	\$ 113.66
Professional II	\$ 95.00	\$ 95.00	\$ 96.90	\$ 98.84	\$ 100.81	\$ 102.83
Office Services IV	\$ 90.00	\$ 90.00	\$ 91.80	\$ 93.64	\$ 95.51	\$ 97.42

1. 2018/19 hourly rates are valid through June 2019. Rates will be increased by 2% in July 2020, and in every subsequent year.

Reimbursable Direct Costs

Item	Charge Rate
Drilling	at cost
Field Equipment Rentals	at cost
Laboratory Testing	at cost

Contract 30006179
Attachment B - Page 4
Consultant's Schedule of Hourly Rates - DKS Associates

Labor Classification	Rate ¹					
	2018	2019	2020	2021	2022	2023
Principal	\$ 235.00	\$ 235.00	\$ 239.70	\$ 244.49	\$ 249.38	\$ 254.37
QA/QC Engineer	\$ 200.00	\$ 200.00	\$ 204.00	\$ 208.08	\$ 212.24	\$ 216.49
Project Manager	\$ 160.00	\$ 160.00	\$ 163.20	\$ 166.46	\$ 169.79	\$ 173.19
Project Engineer	\$ 115.00	\$ 115.00	\$ 117.30	\$ 119.65	\$ 122.04	\$ 124.48
Assistant Project Engineer	\$ 110.00	\$ 110.00	\$ 112.20	\$ 114.44	\$ 116.73	\$ 119.07
CAD Technician	\$ 110.00	\$ 110.00	\$ 112.20	\$ 114.44	\$ 116.73	\$ 119.07
Office Tech	\$ 105.00	\$ 105.00	\$ 107.10	\$ 109.24	\$ 111.43	\$ 113.66

1. 2018/19 hourly rates are valid through June 2019. Rates will be increased by 2% in July 2020, and in every subsequent year.

Contract 30006179
Attachment B - Page 5
Consultant's Schedule of Hourly Rates - Angelo Planning Group

Labor Classification	Rate ¹					
	2018	2019	2020	2021	2022	2023
Principal/Senior Planner	\$ 167.00	\$ 167.00	\$ 170.34	\$ 173.75	\$ 177.22	\$ 180.77
Project Planner	\$ 90.00	\$ 90.00	\$ 91.80	\$ 93.64	\$ 95.51	\$ 97.42

1. 2018/19 hourly rates are valid through June 2019. Rates will be increased by 2% in July 2020, and in every subsequent year.

Contract 30006179
Attachment B - Page 6
Consultant's Schedule of Hourly Rates - David Mills Consulting, Inc.

Labor Classification	Rate ¹					
	2018	2019	2020	2021	2022	2023
Principal Surveyor PLS	\$ 110.00	\$ 110.00	\$ 112.20	\$ 114.44	\$ 116.73	\$ 119.07
Project Surveyor (PLS)	\$ 95.00	\$ 95.00	\$ 96.90	\$ 98.84	\$ 100.81	\$ 102.83
Senior Survey Technician	\$ 85.00	\$ 85.00	\$ 86.70	\$ 88.43	\$ 90.20	\$ 92.01
Survey Aide	\$ 45.00	\$ 45.00	\$ 45.90	\$ 46.82	\$ 47.75	\$ 48.71
2-Person Field Crew	\$ 120.00	\$ 120.00	\$ 122.40	\$ 124.85	\$ 127.34	\$ 129.89
1-Person Field Crew (Robotic)	\$ 100.00	\$ 100.00	\$ 102.00	\$ 104.04	\$ 106.12	\$ 108.24

1. 2018/19 hourly rates are valid through June 2019. Rates will be increased by 2% in July 2020, and in every subsequent year.

Notes:

Travel Time is charged to and from office.

Typical survey stakes are included.

Contract 30006179
Attachment B - Page 7
Consultant's Schedule of Hourly Rates - Right-of-Way Associates

Labor Classification	Rate ¹					
	2018	2019	2020	2021	2022	2023
Right-of-Way Manager	\$ 105.00	\$ 105.00	\$ 107.10	\$ 109.24	\$ 111.43	\$ 113.66
Right-of-Way Agent	\$ 85.00	\$ 85.00	\$ 86.70	\$ 88.43	\$ 90.20	\$ 92.01
Project Coordinator	\$ 85.00	\$ 85.00	\$ 86.70	\$ 88.43	\$ 90.20	\$ 92.01
Project Support	\$ 50.00	\$ 50.00	\$ 51.00	\$ 52.02	\$ 53.06	\$ 54.12

1. 2018/19 hourly rates are valid through June 2019. Rates will be increased by 2% in July 2020, and in every subsequent year.

Reimbursable Direct Costs

Item	Charge Rate
Title Reports	charged at cost
Mileage is charged at the current IRS rate (\$0.535) per mile if travel expenses outside the Portland area are incurred.	

Contract 30006179
Attachment B - Page 8
Consultant's Schedule of Hourly Rates - Pacific Habitat Services

Labor Classification	Rate ¹					
	2018	2019	2020	2021	2022	2023
Project Manager	\$ 150.00	\$ 150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36
Biologist 2	\$ 110.00	\$ 110.00	\$ 112.20	\$ 114.44	\$ 116.73	\$ 119.07
Arborist	\$ 150.00	\$ 150.00	\$ 153.00	\$ 156.06	\$ 159.18	\$ 162.36
Graphics Specialist	\$ 80.00	\$ 80.00	\$ 81.60	\$ 83.23	\$ 84.90	\$ 86.59
Technical Editor	\$ 70.00	\$ 70.00	\$ 71.40	\$ 72.83	\$ 74.28	\$ 75.77

1. 2018/19 hourly rates are valid through June 2019. Rates will be increased by 2% in July 2020, and in every subsequent year.



CERTIFICATE OF LIABILITY INSURANCE

5/1/2018

DATE (MM/DD/YYYY)

12/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1415077 STANTEC CONSULTING SERVICES, INC. 8211 SOUTH 48TH STREET PHOENIX, AZ 85044	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: Travelers Property Casualty Co of America		25674
	INSURER C: American Guarantee and Liab. Ins. Co.		26247
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 15110615**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO5415704 APPROVED AS TO FORM CITY ATTORNEY 1/4/18	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2017 5/1/2017 5/1/2017	5/1/2018 5/1/2018 5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	AUC9184637	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2017 5/1/2017	5/1/2018 5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CLIENT PROJECT NO. 00000663; N. WILLAMETTE BLVD BRIDGE MAIN REPLACEMENT. THE CITY OF PORTLAND AND ITS BUREAUS/DIVISIONS, OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSURED'S OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY MWH/STANTEC, WHERE REQUIRED BY WRITTEN CONTRACT. [

CERTIFICATE HOLDER

15110615
CITY OF PORTLAND
PROCUREMENT SERVICES
ATTN: CHIEF PROCUREMENT OFFICER
1120 SW FIFTH AVENUE, ROOM 750
PORTLAND OR 97204

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: GLO5415704
NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Location(s) Of Covered Operations:

ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

POLICY NUMBER: GLO5415704

COMMERCIAL GENERAL

LIABILITY

NAMED INSURED: SEE ATTACHED CERTIFICATE

CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Location And Description of Completed Operations:

ANY LOCATION OR PROJECT WHERE YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXCEPT WHEN SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy No.: GLO5415704

NAMED INSURED: SEE ATTACHED CERTIFICATE

Other Insurance Amendment -- Primary And Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the: Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV --- Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV --- Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-BCW (04/13)

POLICY NUMBER: TC2J-CAP-8E086819; TJ-BAP-8E086820 ; TC2J-CAP-8E087017
NAMED INSURED: SEE ATTACHED CERTIFICATE

**COMMERCIAL AUTO
CA 20 48 10/13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective: 5/1/2017

SCHEDULE

Name of Person(s) or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

CA 20 48 10/13

D522021

POLICY NUMBER: TC2J-CAP-8E086819; TJ-BAP-8E086820 TC2J-CAP-8E087017
COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULED PERSONS OR ORGANIZATIONS

Where required by written contract.

PROVISIONS

A. The following is added to Paragraph c. in **A. 1., Who Is An Insured**, of **SECTION II-LIABILITY COVERAGE**:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in **B. General Conditions of SECTION IV - BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

CA T4 42 04 09

POLICY NO: GLO5415704
NAMED INSURED: SEE ATTACHED CERTIFICATE

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such List:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electric format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

U-GL-1521-A CW (10/12)

POLICY NUMBER: TC2J-CAP-8E086819; TJ-BAP-8E086820; TC2J-CAP-8E087017

IL T4 00 12 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

**CANCELLATION
30**

NUMBER OF DAYS NOTICE OF CANCELLATION:

**NONRENEWAL
NONRENEWAL: 30**

NUMBER OF DAYS NOTICE OF

PERSON OR ORGANIZATION: Where Required By Written Contract

ADDRESS:

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

IL T4 00 12 09

Policy No. AUC9184637

NAMED INSURED: SEE ATTACHED CERTIFICATE

Blanket Notification to Others of Cancellation or Nonrenewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to Paragraph A. of SECTION VI. CONDITIONS:

Blanket Notification to Others of Cancellation or Nonrenewal

a. If we cancel or non-renew this policy by written notice to the first Named Insured, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

- (1) Must be provided to us prior to cancellation or non-renewal;
- (2) Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
- (3) Must be in an electronic format that is acceptable to us.

b. Our notification as described in Paragraph a. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

- (1) Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
- (2) At least 30 days prior to the effective date of:
 - (a) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (b) Non-renewal, but not including conditional notice of renewal.

c. Our mailing or delivery of notification described in Paragraphs a. and b. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

- (1) Extend the policy cancellation or non-renewal date;
- (2) Negate the cancellation or non-renewal; or
- (3) Provide any additional insurance that would not have been provided in the absence of this endorsement.

d. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs a. and b. above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: TC2J-UB-8E08592 (AOS); TRJ-UB-8E08593 (MA, WI)

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX - CONDITIONS:**

Notice of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, delivery or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:

WHERE REQUIRED BY WRITTEN CONTRACT.

Number of Days Notice: 30

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

12/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1414100 STANTEC CONSULTING SERVICES, INC. 8211 SOUTH 48TH STREET PHOENIX, AZ 85044	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyds of London		26883
	INSURER B: AIG Specialty Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 15110621 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NOT APPLICABLE <i>Tracy Ruse</i> CITY ATTORNEY 1/4/18			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	GLOPR1701673 NO RETROACTIVE DATE	10/1/2017	10/1/2018	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2017	10/1/2019	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CLIENT PROJECT NO. 00000663; N. WILLAMETTE BLVD BRIDGE MAIN REPLACEMENT.

CERTIFICATE HOLDER

15110621
CITY OF PORTLAND
PROCUREMENT SERVICES
ATTN: CHIEF PROCUREMENT OFFICER
1120 SW FIFTH AVENUE, ROOM 750
PORTLAND OR 97204

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John M. Amello

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Policy No: GLOPR1701673 , NO RETROACTIVE DATE

Named Insured: See Attached Certificate

PROFESSIONAL LIABILITY

NOTICE OF CANCELLATION FOR THIRD PARTIES

This contract is amended as follows:

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize [Lockton Companies/BFI, Canada] the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Insured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, or (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement:

(1) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.

(2) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms and conditions remain unchanged.