

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

CONTRACT NUMBER _____

**TITLE OF WORK PROJECT
Inverness Pump Station 24-inch Pressure Line Rehabilitation, E10887**

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

Effective Date and Duration

This Contract shall become effective on September 1, 2018. This Contract shall expire, unless otherwise terminated or extended, on August 31, 2023.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$1,054,467 for accomplishment of the work.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

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

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

City of Portland Business Tax Registration Number: 373682

Citizenship: Nonresident alien ☐ Yes ☒ No

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

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

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

TERMS AND CONDITIONS

1. Standard of Care

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

2. Effect of Expiration

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

3. Order of Precedence

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

a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the Contract.

4. Early Termination of Contract

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

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

6. Assignment

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

7. Compliance with Applicable Law

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

8. Indemnification for Property Damage and Personal Injury

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

9. Insurance

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

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

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

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

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

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

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

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

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

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) calendar days written notice from Consultant to the City. If the insurance is canceled

or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

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

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

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

10. Ownership of Work Product

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

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

11. EEO Certification

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

12. Equal Benefits

Consultant must certify prior to Contract execution, that they 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, Contract amount and D/M/W/ESB subcontracting commitments, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original Contract amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

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

20. Prohibited Conduct

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

21. Payment to Vendors and Subconsultants

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

22. Access to Records

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

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

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

25. Merger Clause

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

26. Dispute Resolution/Work Regardless of Disputes

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

27. Progress Reports: ☒ Applicable ☐ Not Applicable

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

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

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

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant's assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity Contracting and Disadvantaged, Minority, Women and Emerging Small Business (D/M/W/ESB) subcontracting commitments submitted by

the Consultant in its proposals. Failure to use the identified D/M/W/ESB subconsultants without prior written consent is a material breach of Contract.

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

30. Third Party Beneficiaries

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

31. Conflict of Interest

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

32. Respectful Workplace Behavior

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

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

Phase 100 Predesign Services

Objectives Develop and evaluate force main upgrade options for each air/vacuum (A/V) relief valve station, identify needed improvements, collect field data, conduct field investigations, and develop the basis of design for upgrading and renovating the force main A/V stations including 30 percent design drawings.

Activities The following tasks are included in this phase of the project:

Task 101 Kickoff Meeting and Site Tours

Conduct a kickoff meeting with the project team and Bureau of Environmental Services (BES) engineering staff and pump station management personnel (PUMA) to discuss the project scope and approach to the upgrades and improvements being contemplated. Prior to conducting the kickoff meeting, the Consultant will collect, organize, and review available background information pertaining to the project. This information may include:

- Design drawings
- Field notes from previous site visits
- Anecdotal operations experience and notes by PUMA
- Initial observations by consultant team members
- Draft project schedule and team organization chart identifying primary contacts

Following the meeting, the team will tour the pipeline alignment with BES staff to view each A/V site. Team members included in the site inspection effort will include the Consultant's project engineers. Subconsultants representing geotechnical, traffic design, and civil design will also be in attendance. In addition to the consultant team members, City of Portland (City) staff will be in attendance including the BES project manager and representative(s) from PUMA. A site inventory sheet will be prepared for each A/V location to record observations, site geometry, pictures, condition of the structure(s), accessibility, and opportunities and constraints for future modifications.

189132

At each A/V station, concepts for the specific improvements that are envisioned will be discussed so that the design team can begin developing the design. The conditions at each site will be observed and documented and alternatives and preferences for replacement will be discussed with BES staff. Because many of the installations are located within major transportation corridors, the Consultant has assumed that inspection and assessment will occur at the same time as topographic survey to minimize cost for traffic control. Typically, observations will occur aboveground. Where close inspection and observation are required necessitating entry to the belowground structure, a member of the PUMA group will complete the entry and photograph the installation.

In some instances, the exact location of the existing A/V station is unknown due to being covered over, or for other reasons. The Consultant will use ground-penetrating radar (GPR) at up to four locations to help determine the locations of these stations. It is assumed that at these locations the design will call for abandoning the facility in place, and relocating to a new location. For this reason, no inspection will be completed beyond the GPR locating.

Task 102 Site Layout Development

Based on information gathered during the site visit, input from PUMA, and input from members of the design team, conceptual layouts will be developed for each of the 17 A/V installations. This will be prepared as an attachment to the site inventory sheets for subsequent circulation and input from BES staff, including the BES Pump Station Group and PUMA. These will also form the basis of initial communication with stakeholders, including local businesses and transportation agencies.

Site layouts will include the new A/V facility, odor control equipment, and vehicle access. To the extent practicable, A/V vaults will be designed to drain to a gravity sewer and allow operation of isolation valves from the surface, thereby reducing the need for personnel to enter the vault. If it is determined that an A/V site must comply with BES's stormwater management regulations, the design of such features will be undertaken as a Supplemental Service (Task 606).

Site layouts will be prepared for each of the 17 sites and evaluated based on the following factors:

- Feasibility of implementation
- Maintenance and operational considerations (e.g., equipment removal, vehicle access, safety)
- Vehicle movement at the installation
- Geotechnical considerations
- Ability to support future condition assessment work
- Constructability
- Construction cost
- Permitting requirements

For efficiency, including long-term operation and maintenance (O&M), vault and A/V assemblies at all 17 sites will be pre-cast concrete structures with a maximum of two standard configurations.

The site layouts may indicate that some of the new facilities cannot reasonably fit within the right-of-way (ROW); or that the resulting layout of the new facility is deemed to be undesirable because of inadequate room for safe vehicle access or movement, constructability issues, increased difficulty of maintenance, cost, etc. In this case, the Consultant will identify an alternative location and will develop a concept-level sketch of the layout on the alternative site with the objective of qualitatively evaluating the benefits of moving the station to the alternative location. Benefits may include improved constructability, better O&M access, higher level of safety for BES employees visiting the station, etc. An additional objective of this effort is to identify the physical features (vehicle access, retaining wall, etc.) that may be required to locate the station at the site. Should the City elect to relocate the A/V station to the alternate location, the follow-on tasks that will be required to design of the new station at the alternative site will be undertaken as described in the Supplemental Services.

A draft technical memorandum (TM) will be developed, describing and comparing siting options and identifying the preferred options. The TM will be submitted for review, followed by a workshop with City staff to present findings and site layout options, and to determine the best course of action. Based on the outcome of the workshop discussion and decisions made, the draft site layouts and TM will be finalized with the recommended course of action. The final TM will be included in the preliminary design report (PDR) as an appendix.

Task 103 Force Main Condition Assessment Accommodations

The objective of this sub-task is to develop a TM that evaluates feasible methods for assessing the condition of the existing 24-inch-diameter Inverness force main. The condition assessment will be conducted under a separate project, but preparatory work that could accommodate this detailed inspection will be included under this phase of the project. This will occur when the

addition of features that would facilitate the future inspection is deemed appropriate and within the budgeted funds for the project.

In this task, technologies that may be used to inspect the condition of the pressure pipe will be identified and evaluated to identify which methods are feasible and can be used during future work to determine the condition of the Inverness force main. Record drawings of the pipe alignment will be used to determine the location and accessibility of valves, bends, and other potential access points or inspection impediments. Where access points must be added to allow the use of inspection technologies, opportunities for adding such access points at the A/V stations will be investigated, and features that can provide these access points will be incorporated into the design of the new A/V stations.

The results of this evaluation will be described in a TM outlining the most feasible inspection technologies that could be used on the Inverness force main and physical requirements for accommodating these technologies. The TM will be provided in draft form for review and comment. The TM will be finalized by responding to comments and questions that are received from BES staff. This will be a standalone document that will be included in the PDR as an appendix.

Task 104 Geotechnical Engineering

Field investigations will consist of exploratory excavations, soil sampling, and subsequent laboratory testing. A geotechnical report will be prepared summarizing the investigations; data; and analysis; and identifying design recommendations for structural foundations, loading criteria, and soil improvement (if any). It has been assumed that a total of three subsurface explorations will occur:

- ARV 14 – Station 408+92 which is located within the embankment on the west side of I-205 below the TriMet light rail overcrossing. Site access improvements are anticipated at this location which may include excavation, engineered fill and minor retaining walls (4 feet or less).
- Two additional excavations selected by BES and the geotechnical engineer to establish a standard crushed rock foundation for all other pre-cast vaults proposed for replacement.

It is assumed that all structures housing valve assemblies will be new pre-cast vaults bearing directly on a standard crushed rock foundation design that is developed as a result of the three subsurface investigations described above.

Task 105 Topographic Survey

A topographic survey of each of the existing A/V vault installations will be completed. The surveyed area for each site will include a distance of 200 feet centered over each existing structure (100 feet each direction parallel to the road ROW). The area surveyed will be that bounded by the ROW on each side of the street and will include: pavement limits, curbs, sidewalks, striping, underground utilities, signs, utility poles, limits of landscape features, and miscellaneous structures within the ROW. Topographic survey will use the City's vertical datum, and State Plane coordinates for horizontal control. BES will provide control points for field surveys and establish property lines from maps and legal descriptions. The scope of the topographic survey under this task does not include survey on private property. Topographic surveys on private property, if needed, will be undertaken as part of Supplemental Services, Task 601.

Traffic controls will be established when surveys are conducted within heavily travelled streets and roads. To limit traffic impacts, surveys may be undertaken during times when traffic volumes are reduced, such as during nighttime hours and/or on weekends. If these efforts are not feasible, traffic control will be provided as a Supplemental Service (Task 607).

Specific subtasks to be completed by our subconsultant include:

- Research existing survey and title records for right-of-way and benchmark data.
- Attend pre-survey meeting with project team prior to beginning field survey work.
- Call the one-call Utility Notification Center for locating utilities within the public right-of-way.
- Establish horizontal control at each site based on Oregon State Plane coordinates
- Recover and tie monuments sufficient to establish right-of-way lines.
- Recover nearest City of Portland benchmark and establish one benchmark at each ARV site.
- Topographic survey data will include, but not be limited to the following within the right-of-way:
 - Right-of-way monuments found including description and condition
 - All street and roadway features including material type, centerlines, edges of pavement, curbs, driveways, sidewalks, traffic control devices, striping, and signage.
 - Significant structures or landscaping features (e.g. retaining walls, patios, pathways, yard structures, lawns, planting areas, high value ornamental shrubbery or trees).
 - Location and footprint configuration of all residences, buildings, or structures.

- Fences by type, material, and height.
 - Creeks, drainages, water courses, or water bodies defined by toe and top of bank.
 - Locate trees 6 inches DBH (3 feet above ground); give species, diameter, and tree canopy.
 - Utilities, including water, gas, power, telephone and cable utility lines, valves, meters, hydrants, poles, pedestals, guy anchors, and overhead lines.
 - Locate geotechnical borings as applicable.
 - Locate sanitary and storm manholes by center of manhole and measure/record inside diameter. All other conveyance structures to be identified dimensionally. Will include pipe connections, material if determinable, flow direction, and invert elevation. Location and pipe invert elevations at next contiguous structure of the sanitary or storm system outside the immediate survey areas will be determined if it is connected to a structure within the survey area.
 - Other major topographic features likely to impact or be impacted by the design or construction of this Project.
- The base maps will provide contours at 1-foot intervals; error shall not exceed 1/2 contour interval.

Task 106 Investigate Permit Requirements

The Consultant will investigate permitting requirements that may be needed for the project. Permits that are required for the project will depend on the nature of the proposed improvements and location of the replacement A/V structures.

Due to the anticipated size of the A/V vaults (greater than 120 square feet in plan area), it is assumed that building permits will be required by the Bureau of Development Services (BDS). Additionally, it is assumed that BDS will require a separate building permit for each A/V station. To help establish and confirm land use permitting requirements, the Consultant will attend and participate in an Early Assistance Meeting with BDS.

Most of the A/V stations are in existing ROWs and would thus not require land use (LU) review. However, some stations may be moved out of the ROW or are adjacent to properties that have an environmental overlay that extends into the ROW. Depending on the location of the A/V station, the rehabilitation project may require an environmental review through a Type II land use procedure. It is assumed that a single Type II LU review process will be necessary for the entire project (rather than separate reviews for each individual site).

Based on a preliminary review of the zoning requirements, a Type II environmental review process will apply to A/V stations 12, 14, 15, 16, and 17. A Type II land use review may also be needed for A/V Station 1 depending on whether it is moved outside of the ROW. These assumptions form the basis of the scope and level of effort for this task. If separate land use reviews are needed for each A/V station, this effort will be undertaken as part of Supplementary Services Task 604.

A Type III environmental review may be needed for A/V Station 14 depending on its exact location in proximity to the Columbia Slough. Services associated with a Type III review process for this site, if needed, will be undertaken as part of Supplemental Services, Task 604.

Permitting activities that will be completed under this task within the preliminary design phase are described below. Permitting activities that will be completed during the final design phase of the project are described in Tasks 206, 207, and 208.

- Compile and review information on the existing A/V installations, land use requirements, environmental reports that may be available, and other relevant background information.
- Coordinate with the Portland Bureau of Transportation (PBOT) and Oregon Department of Transportation (ODOT) to define restrictions and requirements related to siting and accessing A/V installations within the ROW.
- Coordinate with the Union Pacific Railroad (UPRR) to define restrictions and requirements related to siting and accessing A/V installations within and adjacent to the railroad corridor.
- Coordinate with BDS, including attendance at an early assistance meeting and/or pre-application conference to establish and confirm requirements pertaining to Land Use reviews and building permits.
- Integrate permitting requirements into the preliminary design effort to allow assessment of design options with permitting impacts considered.
- Include a write-up on permitting requirements in the PDR, identifying and documenting permitting requirements, land use review requirements, and the processes for obtaining the required permits and land use approvals.

Task 107 Surge Analysis and Surge Control

A hydraulic model will be developed, and a surge analysis will be completed. The surge analysis will be a numerical analysis completed using Bentley HAMMER software. The hydraulic model will use record drawings and information obtained during the field inventory to establish the baseline operation of the system under the current configuration, including evaluating transient pressure surges and fluctuations during startup and shutdown, as well as emergency shutdown. The model will then be used to

confirm that the existing A/V stations are properly located along the pipeline, and to identify potential opportunities to reduce pressure surges as part of the final design. Depending on the results of the initial modeling, the need for additional surge mitigation measures—specifically additional A/V stations and hydropneumatic surge tanks—will be assessed. During final design, the model will be used to assist with selecting valve equipment, configurations, and settings to mitigate surges.

Task 108 Traffic Control Strategy for Construction

Traffic management strategies for managing the work zone impacts will be developed for work along N Columbia Boulevard, NE Columbia Boulevard, NE Lombard, and N 13th Avenue. This task will involve development of preliminary traffic control strategies for these streets and coordination with ODOT and PBOT. A traffic management plan for construction activities will be developed outlining conceptual-level traffic mobility issues, lane closure restrictions, potential detour routes, and other mitigations.

Specific subtasks performed by our subconsultant will include:

- Perform site assessment of each installation
- Identify preliminary staging/traffic control concepts based on discussions and coordination with Agency and other stakeholders.
- Prepare Draft Traffic Management Plan Short Version that includes the following elements:
 - Project Background
 - Project Boundaries
 - Develop construction staging/traffic control narrative
 - “Decision Tree” ODOT Form 734-5042d
 - Identify Mobility Issues
 - Identify Traffic Mitigation Measures as appropriate
 - Work Zone Lane Closure Restrictions (Provided by transportation agency with jurisdiction)
- Conceptual traffic control plans will be prepared and included in the 30 percent design submittal.

Task 109 30 Percent Design Drawings

Prepare preliminary design drawings to the 30 percent level of completion for the project. The preliminary design drawings will illustrate the site layout for each A/V installation, pipe alignment, equipment orientation and sizing, dimensions, and the major elements of the discipline work (e.g., mechanical, civil, and structural) such that BES staff can discern the key elements of the project and identify major items of work. For efficiency, including long-term O&M, vault and A/V assemblies at all 17 sites will be pre-cast concrete structures with a maximum of two standard configurations

Task 110 Preliminary Design Workshop

Conduct a workshop with BES staff to discuss A/V station layout improvements, major design concepts, and operations topics. Input and comments will be obtained from BES staff participating in the workshop. Comments received will be incorporated into the preliminary design evaluations, or otherwise resolved. Meeting minutes will be prepared to document the discussion and decisions made.

Task 111 Cost of Construction and Schedule

An engineer’s opinion of the probable cost of construction will be prepared based on the scope of the improvements outlined in the PDR. Construction cost estimates are subject to many influences including—but not limited to—cost of labor and materials, unknown or latent conditions of existing equipment or structures, and time and quality of performance by third parties. These influences are beyond the control of the Consultant, and actual costs may vary substantially from the estimates prepared by the Consultant.

A preliminary construction schedule will be developed to determine the probable duration of construction and identify any sequencing requirements, if any.

Task 112 Assist with Public Outreach

Assist the assigned BES Public Outreach staff with public relations for the project. Assistance will include preparation of drawings, illustrations, and technical presentation materials requested by BES for use during public presentations on the project.

Task 113 Draft Preliminary Design Report

Produce a draft PDR documenting the force main condition assessment accommodations (prepared under Task 103); engineering evaluations prepared during the preliminary design phase; recommended scope of the improvements; and design criteria, permitting requirements, preliminary design drawings (prepared under Task 109), the cost estimate, and preliminary construction schedule. Submit the draft PDR for review and comment.

Task 114 Preliminary Design Review Meeting

Conduct a predesign review meeting with BES staff and other interested stakeholders. Present the draft PDR and 30 percent design drawings and obtain input and comments from BES staff for each component of the project. Prepare meeting minutes and distribute to attendees.

Task 115 Final Preliminary Design Report

Finalize the PDR by incorporating review comments generated by BES's review of the draft PDR, or otherwise resolve these comments and submit the final, stamped PDR to the BES project manager as the basis of design for the project. Assist the BES project manager with completion of the 30 percent design completion checklist.

Task 116 Establish CAD Standards

Establish computer-aided design (CAD) standards for the project meeting BES standards, and provide example drawing files for review and comment. Revise standards to incorporate review comments and re-submit final standards document for BES acceptance. Submit representative drawings illustrating the level of detail at the 30 percent, 60 percent, and 90 percent complete design levels illustrating compliance with BES CAD standards.

Task 117 Quality Control Checks

Develop a quality control plan (QCP) for use by the Consultant project team, including subconsultants. The QCP will outline key milestones, specific steps, and reporting requirements of team members. The QCP will be communicated as a standalone document and available for team members online. At the project kickoff meeting, the QCP will be reviewed and individuals assigned as responsible for major technical specialties and project milestones. Written checkoffs will be provided and revised by the Consultant's project manager.

Phase 100 Assumptions

The following assumptions form the basis of the Phase 100 services:

- Access to each of the existing A/V stations that are outside of roadways with heavy traffic volume. A/V stations that are within heavily travelled roadways will not be accessed.
- Entry into the A/V stations to obtain photographs to document the existing conditions is not anticipated. Entry into the A/V stations is a permit-required confined space and Consultant's staff are not trained for these entries. If photographs are needed, photos will be taken from the ground surface using a pole mounted camera.
- BES will review submittals and consolidated review comments before providing to the Consultant.
- All inspections and investigation of structures, including ground penetrating radar, within high traffic areas requiring traffic control will occur at the same time as topographic survey.
- Subsurface investigation will occur at a maximum of three locations as noted.
- Ground penetrating radar will be used to attempt to locate buried existing vaults at a maximum of four locations.
- All improvements will be completed within the public right-of-way or within existing easements.
- No easements or property acquisition services or indirect support is included in this scope.
- Traffic counts are not anticipated to be necessary for preparing the Traffic Control Plan and are not included in this scope.
- For efficiency, including long-term O&M, vault and A/V assemblies at all 17 sites will be pre-cast concrete structures with a maximum of two standard configurations.

Phase 100 Deliverables

The following work will be delivered:

- Meeting minutes (kickoff meeting, predesign workshop, preliminary design review meeting)
- TM for recommended pipe condition assessment accommodations (draft and final)
- TM for surge analysis (draft and final)
- TM for permit requirements (draft and final)
- Geotechnical report (draft and final)

- Base survey files
- Preliminary traffic control plan (draft and final)
- Materials generated for public outreach
- TM for basis of design (draft and final)
- Draft and final PDR
- 30 percent plans (five copies each, draft and final)
- Project schedule
- Engineer's estimate of probable construction cost (30 percent)
- CAD standards and sample drawing files.
- Early Assistance Meeting Summary (prepared by BDS)

Phase 200 Design Services

Objectives Prepare contract documents, engineer's estimates of the probable cost of construction, and a project construction schedule based on the recommendations and project scope outlined in the PDR. Provide engineering services to continue predesign phase activities through the final design phase. Contract documents consisting of drawings, bidding documents, and technical specifications will be stamped and signed, ready for printing, permit applications, and public bidding for construction.

Activities The following tasks are included in this phase of the project.

Task 201 Continuation of Public Outreach Assistance

Provide assistance to BES project manager and Public Outreach staff. Assistance will include attending three coordination meetings with BES staff to plan the public outreach (i.e., stakeholder) meetings and preparing presentation materials for up to two stakeholder meetings.

Task 202 Prepare Construction Documents

Develop drawings and specifications for the project. Drawings and specifications will be based on the scope of the improvements described in the final PDR that is developed in the predesign phase. The final design is based on the following assumptions:

- Site plans for existing A/V assembly, piping, and structure demolition, removal and/or abandonment.
- Site plans for proposed A/V assembly configurations.
- Erosion control and grading plans for each A/V station, including access improvements and maintenance pads for service vehicles, where identified in the PDR.
- Mechanical and piping plans for proposed A/V installations, including provisions for future inspection work where these features are deemed appropriate and adequate construction budget exists for adding these features into the design.
- Odor treatment equipment, such as carbon canisters or manhole inserts at those sites where odor treatment is deemed appropriate in the PDR.
- Structural plan and elevation drawings for proposed A/V installations.
- Preliminary traffic control plans for demolition and construction of proposed improvements. Traffic control plans will be developed in accordance with PBOT, ODOT and the MUTCD to channelize traffic through the work zone.
- Signage and striping plan in accordance with the current edition of the ODOT Traffic Sign Design Manual, the MUTCD, City of Portland Signing/Striping Design Guidelines and Oregon Supplements to the MUTCD (OAR 734-020-005)
- Incorporate ODOT, PBOT, BES, and City standard details and drawings for utility and roadway improvements.
- Landscaping design drawings and specifications will be developed by City Parks and Recreation. the Consultant will incorporate these items into the final documents. If an A/V station is constructed on private property and landscaping is required, the landscaping design will be prepared as a Supplemental Service (Task 603).
- BES will prepare and provide Division 0 bid documents and Division 1 special requirements.
- Specifications will require the Construction Contractor to develop materials listing; complete applications; and prepare dewatering plans; acquire dewatering permits, and a temporary discharge permit for discharging groundwater to the collection system.
- Specifications will require that the Construction Contractor develop final traffic control and management plans based on the preliminary plans provided in the contract documents (refer to Task 108). The Construction Contractor will be responsible for submitting the final traffic control plans to PBOT and ODOT, and for obtaining approvals of these plans from PBOT and ODOT.

- Specifications will require that the Construction Contractor develop and provide shoring plans for all excavations, including structural calculations for shoring and supporting excavations.

Special technical specifications will be edited to incorporate project-specific requirements, and will comply with six-digit Construction Specifications Institute (CSI) format. A draft bid form will be prepared and provided to BES for review and inclusion in the bidding documents.

Design documents will be advanced in an orderly fashion from preliminary design through final design. Documents will be advanced to completion by developing design details, incorporating City review comments, incorporating requirements imposed by jurisdictional regulatory and permitting agencies, and addressing input from stakeholders. Design documents will include outlining the demolition of the existing structures, piping, and equipment configurations; proposed minor modifications to transportation structures and alignments; and structural and foundation configurations.

Contract documents will consist of drawings and technical specifications, will be stamped and signed, and ready for printing and public bidding for construction. Contract documents will also be suitable as supporting information for permit applications.

Task 203 Design Review Submittals and Review Meetings

Design submittals consisting of drawings, technical specifications, updated engineer's estimate of probable construction cost, and preliminary construction schedule will be provided at the 60 percent, 90 percent, and 100 percent design completion stages. These submittals will be provided to BES staff for review and comment.

The content of each submittal will comply with the accepted CAD standards, the example level of completion drawings submitted during predesign, and BES's milestone completion checklist.

BES's review of each submittal will generate comments from a variety of reviewers. To increase the efficiency of the review process, the BES project manager will review all comments and eliminate duplicate comments, and comments that conflict with decisions made earlier in the design process. A single, consolidated list of comments will be provided to the Consultant for each submittal (60, 90, and 100 percent) and the design team will provide written responses to these comments. When responses have been completed for all comments, the Consultant project manager and project engineer will submit the responses to the BES project manager and then meet with BES staff to go over the responses to obtain concurrence that the comment is adequately resolved. Changes to the design drawings and specifications will be made after such concurrence is secured.

Task 204 Design Meetings

Conduct design meetings during the course of design development to obtain input and feedback from BES staff. Three such meetings will be held. The design team will prepare an agenda and PowerPoint presentation covering key design issues and details. Meeting minutes and topics of discussion will be recorded for follow-up and resolution. Input will be incorporated into the design documents or otherwise resolved.

the Consultant will also attend separate meetings with the following agencies to coordinate design details:

- City Parks and Recreation (one meeting)
- BDS (1 meeting)
- Bureau of Water Works (two meetings)
- Bureau of Transportation (three meetings)

Task 205 Cost Estimate and Schedule Updates

Update the engineer's estimate of probable construction cost and the construction schedule at the 60 percent, 90 percent, and 100 percent completion points using the cost estimate and construction schedule prepared under the predesign phase. The construction schedule will include anticipated construction sequencing details. The updated cost estimate and schedule will be included with each of the design submittals.

Task 206 Land Use Review

Land use review requirements will be established during the preliminary design phase under Task 106. Activities associated with land use reviews will continue during final design as described under this Task 206.

As stated under Task 106, it is assumed that one Type II land use review application will be required for the project as a whole (all A/V sites). A preliminary review of the zoning requirements indicates that this review may encompass A/V sites 12, 14, 15,

16, and 17. A Type II land use review may also be needed for ARV-1 depending if it is moved outside of the ROW. Land use reviews for individual A/V sites or Type III environmental reviews, if needed, will be undertaken as a Supplemental Service.

the Consultant and our subconsultant will support the land use permitting effort by preparing environmental review materials and BDS coordination as follows:

- Prepare a Type II environmental review application for submittal to BDS, in accordance with the requirements of the City's environmental zone regulations (Chapter 33.430 of the Planning and Zoning Code), including identifying environmental resources and functional values present at the development sites through field reconnaissance and review of relevant documents.
 - The application will include the following materials, consistent with BDS guidance and code requirements:
- Land Use Review Application Form
- A Narrative that includes/addresses:
 - A description of the existing site conditions and proposed development
 - A discussion of how the proposal meets or does not meet each of the environmental Development Standards of Chapter 33.430.160 (Standards for Land Divisions and Planned Developments)
 - An identification of environmental resources and functions/values and a discussion of impacts to resources
 - An evaluation of alternatives to the proposal, considered to reduce impacts
 - Mitigation proposed to compensate for unavoidable impacts
 - A discussion of how the proposal meets the environmental Approval Criteria of Chapter 33.430.250.A
- Existing Conditions Site Plan
- Proposed Development Site Plan
- Construction Management Plan, including the following components:
 - Disturbance Limits
 - Grading
 - Erosion Control
 - Tree Protection
- Utility Plan
- Attend up to three meetings with BES staff to review and discuss development options, impacts, mitigation, and BDS comments on environmental review application materials.

This scope assumes that a public hearing is not required as part of the Type II land use procedure, therefore attendance at a public hearing is outside the scope of this task.

Task 207 Assist with Building and Public Works Permits

Because the project includes City infrastructure, PBOT and the Portland Water Bureau will require the project to follow the Public Works Permit (PWP) process. The Consultant will assist BES through this process by:

- Attending up to four coordination meetings with PWP staff. Meeting minutes will be prepared.
- Developing site layout plans, narrative descriptions, and other technical information for submittal and review. Review comments will be addressed.
- Developing information to support permit applications which will include the following:
 - Providing the design and drafting requirements information to the consultant team preparing the drawings.
 - Filling out the STEP 2, STEP 3, STEP 4, and STEP 5 forms and submitting them for signature. It is assumed that no individual STEP will be repeated.
 - Packaging the submittal at each STEP, and preparing a supplemental narrative to explain inapplicable items that are not included in the submittal for the review. Printed plans and reports to be provided by others.
 - Submitting the permit review package at each STEP, as requested.
 - Assisting in the interpretation of review comments from the Bureau of Transportation, as requested. An allowance of 8 hours is included.

Building permit(s) may be required by BDS because the size of the A/V vaults may be greater than the building permit threshold of 120 square feet in surface area. The Consultant will provide assistance to BES in securing building permits by providing stamped and sealed design documents and structural calculations (if any), for submittal to BDS. BES will be responsible for securing approvals and building permits from BDS. The Consultant will revise drawings as needed to respond to BDS's "checksheets," and will develop written responses to checksheet comments. BES will be responsible for submitting revised drawings and checksheet responses to BDS, and tracking approvals from various jurisdictional agencies.

Task 208 Assist with UPRR and ODOT Permit Acquisition

An encroachment application to the UPRR will be required if work will take place within its ROW. This condition may exist at ARV sites 5 (station [STA] 122+18) and 9 (STA 223+58). Several other sites may be close enough to the UPRR ROW to require coordination during design.

Assistance to BES under this task will include:

- Participate in two coordination meetings with UPRR during the design phase
- Provide supporting information (e.g., site layouts, narrative descriptions) for right-of-entry or permit applications
- Follow up with UPRR until the encroachment permit is issued

Several ARV stations are within roadways owned by ODOT. These are under the jurisdiction of ODOT District 2B. A Permit to Occupy or Perform Operations Upon a State Highway will be required. ARV site 14 is in ODOT ROW, but below the TriMet Airport Light Rail Train (LRT) Overcrossing, also located within the ODOT ROW. Project work in the vicinity of the LRT must additionally be coordinated with TriMet's structural and operations personnel.

Assistance to BES under this task will include:

- Attending up to four design coordination meetings at ODOT District 2B offices and two design coordination meetings at TriMet's office in Portland. Meeting minutes will be prepared.
- Developing and submitting layouts, narrative descriptions of the work, and coordination plans for submittal to ODOT and TriMet. Addressing comments to these plans by these agencies.
- Providing design input for transportation-related considerations on ODOT roadways. Examples include considerations for siting relocated improvements for accommodating future roadway widening and pedestrian improvements.
- Providing supporting information for permit applications (e.g., site layouts, narrative descriptions).

After submitting permit applications for work within ODOT, PBOT, and UPRR ROWs, the Consultant will follow up with the affected agencies providing clarification and requesting permit approval.

Phase 200 Assumptions

The following assumptions form the basis of the Phase 200 services:

- BES staff will review design submittals and participate in design review meetings. Review comments will be consolidated and provided to the Consultant for responses. BES will perform final design duties listed in the request for proposals (i.e., acquire additional easement or property areas [if required]), and print final documents for advertising and distribution to interested bidders, etc.
- BES will coordinate with City Parks and Recreation to provide ROW landscape design and plantings for any stormwater management facilities. Landscape design for an A/V site that is moved onto private property, if needed, will be undertaken by Consultant as a Supplemental Service [Task 601]. Landscape design required for land use compliance will be undertaken by Consultant as a Supplemental Service (Task 603). BES will pay permit fees.
- Traffic volume analysis is not anticipated as a requirement and therefore not included in the scope.
- Existing sign inventory will be provided by PBOT, ODOT or completed using the topographic survey.
- Of the 17 A/V sites it is assumed that three (3) locations will require sign relocation or restriping.
- This scope assumes that the project can be approved under one Type II land use review application.
- This scope assumes that a public hearing is not required as part of the Type II land use procedure.
- Permit application fees and review fees imposed by regulatory agencies and other entities will be paid for by BES.
- Separate Public Works and Building Department permits will be required for each individual site.

Phase 200 Deliverables

The following work will be delivered:

- Draft and Final Type II Environmental Review Application
- Response to City BDS comments on Type II Environmental Review Application
- Presentation materials for the public outreach program
- One set of unbound half-size drawings, specifications, and AutoCAD files at 60 percent and 90 percent completion points
- Meeting minutes from three design meetings with BES staff and up to six meetings with utility owners and jurisdictional agencies
- Meeting minutes from 60 percent, 90 percent, and 100 percent design review workshops
- Written responses to review comments on each design submittal
- Electronic files of proposed 100 percent drawings and specifications in .pdf format for BES review prior to finalizing
- Final camera-ready documents, including:
 - One set of full-size sealed drawings

- One half-size set of drawings
- One set of specifications
- AutoCAD and .pdf files of sealed drawings
- Word and .pdf files of final specifications
- Construction cost estimate and schedule at 60 percent, 90 percent, and 100 percent complete
- Bid form
- Four sets of sealed structural calculations

Phase 300 Bid Services

Objective Provide support during bidding in the form of responding to contractor questions, preparing addenda, and assisting BES with the pre-bid meeting.

Activities The following tasks are included in Phase 300.

Task 301 Pre-Bid Conference

the Consultant will attend and participate in the pre-bid meeting that will be held to answer technical questions from bidders.

Task 302 Respond to Bidders/Addenda

Provide written responses to technical questions from contractors, vendors, and suppliers during the bid period. Provide sketches or clarification drawings to support written responses. Prepare up to two addenda related to technical changes to the drawings or specifications that are required because of questions from bidders.

Phase 300 Assumptions

The following assumptions form the basis of the Phase 300 services:

- BES staff will take the lead during the bid phase. Questions from interested bidders will be directed to BES first, and BES staff will send them to the Consultant when technical input is needed.
- the Consultant will provide written input to these questions in a form that allows sending directly to the interested bidders or readily integrated into an addendum.

Phase 300 Deliverables

The following work will be delivered:

- Two addenda, written responses to questions raised by interested bidders, and design clarifications
- Recommendation of award letter

Phase 400 Services During Construction

Objective Provide technical support during construction in the form of responding to contractor questions, reviewing submittals, performing periodic site visits, and assisting BES with the preconstruction meeting and occasional general construction coordination meetings, as requested. BES will provide the construction manager and will undertake day-to-day construction management and inspection tasks.

The presence of the Consultant's personnel at a construction site does not make the Consultant responsible for those duties that belong to the City and/or construction contractors or others; and does not relieve construction contractors or others of their obligations, duties, and responsibilities. These include, but not limited to: construction methods, means, techniques, sequences, and procedures necessary for completing all portions of construction work in accordance with the contract documents; any health or safety programs and precautions required by such construction work; and any compliance with applicable laws and regulations.

Activities The following tasks are included in Phase 400 of the project.

Task 401 Site Visits

Make periodic visits to the site to observe the work under way and determine whether the completed work is in general compliance with contract documents. Make up to 10 site visits to observe the construction, participate in construction meetings, or complete other activities requested by BES's construction manager. Make an additional site visit when the work is substantially complete to assist with final inspection of the completed work and develop a punch list.

Any inspection or observation of the contractor's work is solely for the limited purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. The Consultant makes no warranty or guarantee with respect to the performance of a contractor. The Consultant has no authority to exercise control over any construction contractor in connection with its work or health or safety programs and precautions. Except to protect the Consultant's own personnel (and except as may be expressly required elsewhere in the scope of services), the Consultant has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.

Task 402 Submittal Reviews

Review shop drawings and other contractor submittals for substantial conformance with the requirements of the contract documents. The Consultant's reviews do not include review of product data, verification of the apparent accuracy of dimensions or quantities, coordinating shop drawings or other submittals with other shop drawings or submittals provided by the contractor, or approval of the contractor's means and methods.

Substitution requests submitted by the contractor will be reviewed and evaluated for substantial equivalence to the material specified. Four substitution requests have been assumed.

Task 403 Construction Observations

Provide qualified personnel to make observations in accordance with the requirements of building permits and code requirements. Up to ten site visits will be made; following each site visit, prepare a brief written report noting any nonconformance or construction deficiencies that were observed and provide a copy to the BES design manager.

Special inspections required by the Oregon Structural Specialty Code must be undertaken by an independent inspector. As such, special inspections will be made by others for the following work:

- Fill placement.
- Reinforcing bar, concrete placement, and taking concrete cylinders
- Anchor bolt placement (including anchors installed using epoxy adhesive) and concrete expansion anchor installation
- Field-welding of structural steel and aluminum
- Shop-welding of structural steel and aluminum
- High-strength bolting

Task 404 General Technical Assistance and Design Support

the Consultant will act as a technical resource to BES during the construction period. Assistance will be provided in the following areas:

- Written responses to requests for information (RFIs)
- Providing assistance on change order requests
- Participation in construction meetings

Task 405 Final Inspection and Final Report

At the conclusion of construction, and upon request from BES, the Consultant will make a final inspection and assist in the development of a final punch list for the new facilities.

Task 406 Prepare Record Drawings

Prepare record drawings incorporating contractor and BES construction services as-built red-line markups of the construction drawings.

Phase 400 Deliverables

The following work will be delivered:

- Notes from site visits
- Submittal review comments
- RFI responses
- Site observation reports, final inspection report, final punch list, two copies of a narrative operations and maintenance manual in 3-ring binders, and AutoCAD and .pdf files of record drawings

Phase 400 Assumptions

The following assumptions form the basis of the Phase 400 services:

- BES will distribute submittals, RFIs, and RFCs to the Consultant for review and comment, and will transmit the Consultant responses to the contractor.
- Approximately 60 submittals/resubmittals and 40 RFIs are anticipated. We assume that BES will review and respond to all submittals and RFIs related to Division 0 and Division 1 requirements (e.g., administrative processes, schedule review, pay requests).
- Technical assistance for change orders and design modifications is based on five change orders, including computer-aided design and drafting (CADD).
- Site visits and attendance at construction meetings are based on one meeting per month for 12 months of active construction.

Phase 500 Project Management

Objective Assemble, manage, and lead a cohesive project team to meet budget, schedule, and technical objectives.

Activities Complete the following work in Phase 500:

- Prepare a project management plan (PMP) that includes quality assurance/quality control (QA/QC) procedures. Update and maintain the PMP throughout the project.
- Provide technical direction to the project team (including subconsultants) and coordinate activities to efficiently complete the scope of services.
- Regularly conduct internal status reviews to assess progress and monitor the engineering budget. Develop specific action plans for staying on course to meet budget, schedule, and quality expectations.
- Conduct progress meetings (by phone) with the BES project manager to report progress, identify upcoming activities, and discuss technical elements of the project.
- Document and track project decisions and risks, and manage changes commensurate with project risks.
- Utilize the City's project management system (Heron) for project communications, invoices, etc.
- Prepare invoices, schedule updates, and write status reports on a monthly basis.
- Undertake internal QA/QC procedures at appropriate intervals for deliverables. Conduct senior staff reviews for work products and deliverables.

Phase 500 Deliverables

The following work will be delivered:

- PMP and monthly invoices
- Subconsultant utilization report
- Progress reports

Phase 500 Assumptions

The following assumption was made for the Phase 500 services:

- The project will take approximately 24 months to complete (through construction).

Phase 600 Supplemental Services (Contingency Tasks)

Objective Supplemental Services can be undertaken to accommodate changes to the project. These supplemental services would be undertaken by the Consultant after receiving written authorization to proceed from the City. The intent of this approach is to provide a comprehensive scope of services that will accommodate changes as the project progresses toward completion.

Activities The following supplemental tasks are included in Phase 600:

Task 601 Relocation to Private Property

As described in Task 102, in the event a new A/V station cannot be located within the public right-of-way, BES may elect to construct the new station on private property. In this event, the Supplemental Services described in this task will be completed by the Consultant after receiving written direction from the BES project manager. The scope of this task assumes that only one A/V site will require relocation onto private property.

Activities that will be completed under this task are:

- Survey. establish horizontal and vertical control based on Oregon State Plane coordinates; establish one benchmark; survey significant structures, landscaping, hardscape, buildings, fences, etc.; provide contours at 1-foot intervals; prepare map for design purposes.
- Landscaping. provide landscape planting plan.
- Assistance with property acquisition. Limited to providing easement requirements, provide documents illustrating the new work to provide to property owner.
- Design enhancements. include retaining walls, hardscape, and other items than are necessary to accommodate the A/V station. Show erosion control requirements.

Task 602 Utility Potholing

Pothole critical utilities to determine actual horizontal and vertical location. Pothole locations will be determined based on potential for difficult utility conflicts and high consequence utilities (natural gas transmission pipelines, high voltage power lines, gravity sewer and stormwater conveyance pipelines, etc.). Utilities will be exposed using vacuum excavation techniques and surveyed. Up to 17 potholes will be made. Traffic control will be provided for 12 of the 20 sites; the remaining 5 sites are assumed to be out of the heavily travelled streets. Exposed utilities will be surveyed.

Task 603 Landscaping

Develop a landscaping planting plan for one A/V site if required for land use compliance or as mitigation for construction impacts to private property. It is assumed that the construction contractor will provide a temporary irrigation system, as such an irrigation plan is not part of the scope of this task.

Task 604 Type III Land Use Review

As stated under Task 106, it is assumed that a Type III environmental review will not be necessary. In the event a Type III review is required, the activities described below will be completed:

- Preparation of a Type III Environmental Review application
- Attendance at a public hearing.

Task 605 Stormwater Management Compliance

It is unknown whether any of the A/V sites will require compliance with BES's stormwater management regulations. If it is determined that these regulations are applicable, the Supplemental Services described in this task will be completed by the Consultant after receiving written direction from the BES project manager. It is assumed that stormwater management, if required, will only be required at one A/V station site.

- Perform one infiltration test to develop design criteria for a stormwater infiltration system. Conform to the procedures outlined in the City of Portland 2016 Stormwater Management Manual. Utilize the encased falling head test method at a depth of 5 feet below ground surface. Integrate a description of the infiltration testing methods, identify test locations, and report the measured infiltration rates within the geotechnical report.
- Prepare a Stormwater Management Report meeting City stormwater requirements, incorporate BES comments on the draft report and finalize. Provide final report to the BES Design Manager for issuing to jurisdictional agencies for approval.
- Design a stormwater management facility for one A/V station site, including design drawings and specifications.
- Include the stormwater facility in the cost estimates for the project.
- Answer RFIs, review submittals, and prepare record drawings of the facility.

Task 606 Traffic Control for Surveying

Provide traffic control during survey operations on streets with heavily traffic volume when nighttime and/or weekend surveying is not feasible. This task establishes an allowance for traffic control and flagging of up to five (5) sites.

Task 607 Initial Pipeline Condition Planning and Evaluation

Develop a plan for acquiring information that can serve as a basis for an initial evaluation of the condition of the Inverness force main pipeline. The objective of the evaluation is to determine whether the pipeline is in reasonably good condition to justify making the physical improvements that are envisioned by the project.

Several approaches to acquiring information for a condition assessment are available. Two alternative approaches will be investigated to determine the most appropriate inspection technique. These include obtaining pipe wall coupons from multiple locations along the pipeline and using non-destructive, externally applied electromagnetic (EM) inspection sensors (e.g., "Bracelet Probe" from PICA Corporation [along with others]). A brief technical memorandum (approximately 2-3 pages) that compares these technologies will be prepared to identify the approach that is best suited for the Inverness force main, given the objective of the evaluation. Draft and final versions of the TM will be submitted. One meeting will be held with BES staff to discuss the evaluation and the steps needed to implement the selected technology.

A written inspection plan will be prepared based on the chosen inspection technology. If the inspection technology involves inspection at discrete locations along the pipeline, the plan will identify up to 20 recommended locations where inspections should occur. If the inspection plan involves collecting physical samples of the pipe wall, a suggested laboratory testing program will be outlined in the written plan. One meeting to discuss and develop the inspection plan is assumed. The written inspection plan will be submitted for review and comment, then finalized by incorporating, or otherwise resolving all comments.

BES will execute the inspection plan and provide testing results to the Consultant. The Consultant will analyze the information collected and extrapolate the testing results to render an opinion as to the overall general condition of the pipeline. One meeting with BES staff to discuss the results and extrapolation of information is assumed. This opinion will be provided in a written memorandum.

An alternative to rehabilitating the pipeline is to replace the existing pipe with a new pipe. To provide a comparison between these two options, the estimated cost for full replacement of the pipeline will be developed. The cost estimate will be a planning level estimate and will be prepared by applying unit costs derived from recent pipeline work of similar scope within the Pacific Northwest.

Task 608 Preparation of Solicitation Documents

Develop solicitation documents outlining the work associated with executing the inspection plan. The solicitation documents will be utilized by BES for obtaining quotes from contractors for undertaking the work associated with the selected inspection technology (collection of the pipe coupons or using EM tools to make the inspection).

The solicitation documents will include drawings and specifications as outlined below:

- Google Earth images of the test locations
- Information on the pipeline from the original design drawings or submittal drawings (if available) including type of material, depth of cover, etc.
- Specifications on traffic control
- Excavation and replacement of backfill, paving replacement, etc.
- Drawings and/or photographs illustrating conditions at the inspection points (surrounding surface conditions, buried utilities, etc.)

BES will be responsible for developing the bidding and contracting requirements and adding these requirements to the solicitation documents prepared by the Consultant. BES will issue the solicitation documents and manage the solicitation/contracting process. the Consultant will answer technical questions from the bidders.

Phase 600 Deliverables

Deliverables and work associated with Phase 600 will be defined as part of the written authorization to the Consultant to proceed with the specific task(s).

Phase 600 Assumptions

Assumptions for tasks associated with this phase are described in each of the tasks.

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Donald Whitehead	Project Manager
Gregory Humm	Project Engineer

SUBCONSULTANTS

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

NAME	DMWESB CERTIFICATION TYPE	SUBCONTRACT AMOUNT
Emerio Design, LLC	DBE, MBE	\$92,383
CASSO Consulting, Inc.	DBE, MBE, WBE, ESB	\$39,130
Haregu Nemariam Engineering, LLC	DBE, MBE, WBE, ESB	\$90,346
Westlake Consultants, Inc.		\$121,901
GeoDesign, Inc.		\$54,850
Environmental Science Associates (ESA)		\$94,680
VacX		\$30,000
NNA Landscape Architecture LLC	DBE, MBE, ESB	\$7,808
Total		\$531,098

The total subcontracting to D/M/W/ESB firms on this contract is estimated at \$229,667 or 21.8% of the Contract amount.

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

For Contracts valued \$50,000 or more, the Consultant shall submit monthly subconsultant payment and utilization information electronically, reporting ALL subconsultants employed in the performance of this Contract. More information on this process may be viewed on the City Procurement website at: <https://www.portlandoregon.gov/brfs/75932>. Contact the PTE Contract Compliance Specialist for submission guidelines.

COMPENSATION

The maximum that the Consultant can be paid on this Contract is \$1,054,467 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this Contract, including reimbursable expenses, if any. Nothing in this Contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

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.

The task breakdown of the "not to exceed" amount is shown in the table below. Work cannot proceed on a Task and/or charges made against a Task until the Consultant has received written notification from the City's Project Manager that the Task is authorized to proceed. The Consultant may not reallocate compensation between tasks without the written approval of the City's Project Manager.

TASK	DESCRIPTION	COST NOT TO EXCEED
	Base Tasks	
100-200	Design Phase	\$645,211
300-400	Construction Phase Support Services	\$146,703
500	Project Management	\$ 62,090
	Base Budget Total (without Contingency Tasks):	\$854,004
	Supplemental Services (Contingency Tasks)	

601	Relocation to Private Property	\$ 17,885
602	Utility Potholing	\$ 43,640
603	Landscaping Design	\$ 10,385
604	Type III Land Use Review	\$ 36,475
605	Stormwater Management Compliance	\$ 41,110
606	Traffic Control for Surveying	\$ 5,135
607	Initial Pipeline Condition Planning and Evaluation	\$21,687
608	Preparation of Solicitation Documents	\$45,833
	Total Contingency Tasks:	\$200,463
	TOTAL CONTRACT AMOUNT:	\$1,054,467

The necessity for Contingency Tasks will be determined by the City. No work or charges may proceed on Supplemental Services without written authorization of the City's Project Manager.

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed those set forth below:

the Consultant, Inc. Labor Category		Max Rate
Engineering/Technical	Administrative	
	Office/Support Services I	\$56
Drafter Trainee	Word Processor I	\$64
Field Services Technician I	Office/Support Services II	
Assistant Drafter	Word Processor II	\$71
Field Services Technician II	Office/Support Services III	
Drafter	Accountant I	\$88
Engineering Aide	Word Processor III	
Inspection Aide	Office/Support Services IV	
Field Services Technician III		
Engineer I		
Senior Drafter	Accountant II	\$105
Senior Illustrator	Project Analyst II	
Inspector I	Project Coordinator II	
Geologist/Hydrogeologist I	Word Processor III	
Scientist I		
Senior Field Service Technician		
Engineer II		
Inspector II	Accountant III	\$123
Lead Drafter	Area Business Operations Mgr.	
Lead Illustrator	Technical Writer	
Geologist/Hydrogeologist II	Word Processing Supervisor	
Scientist II		
Engineer III		
Inspector III		
Senior Designer		
Supervising Drafter	Accountant IV	\$142
Supervising Illustrator	Administrative Manager	
Geologist/Hydrogeologist III		
Scientist III		
Senior Engineer		
Principal Designer		
Senior Construction Engineer		
Senior Engineer		\$163
Senior Geologist/Hydrogeologist		
Senior Scientist	Senior Technical Writer	

the Consultant, Inc. Labor Category		Max Rate
Engineering/Technical	Administrative	
Principal Engineer Principal Construction Engineer Supervising Designer Principal Geologist/Hydrogeologist Principal Scientist	Corp. Contract Administrator	\$191
Supervising Engineer Supervising Construction Engineer Supervising Engineer Supervising Scientist Supervising Geologist/Hydrogeologist	Assistant Controller	\$238
Managing Engineer Managing Geologist/Hydrogeologist Managing Scientist	Area Business Operations Manager IV	\$260
Chief Engineer Executive Engineer Chief Scientist Chief Geologist/Hydrogeologist Vice President Senior Vice President President/Executive Vice President Chief Executive Officer	Corp Marketing Comm. Manager	\$260

Sub Consultant Labor Category		Max Rate
ESA		
	Principal/Contract Manager	\$245
	Sn. Project Manager	\$220
	Senior Engineer	\$190
	Senior Scientist	\$180
	Senior Landscape Architect	\$180
	Project Manager	\$170
	Professional Engineer	\$145
	Environmental Scientist	\$130
	Landscape Architect	\$130
	Engineer-in-Training	\$120
	Landscape Planner	\$110
	GIS Analyst	\$110
	Project Accountant	\$110
	Administrative Assistant	\$100
	Seasonal Intern	\$65
Nemariam Engineers & Associates, LLC. (Haregu Nemariam Engineering, LLC.)		
	Project Manager	\$185
	Project Engineer	\$150
	Senior QA/QC Engineer	\$160
	CAD Designer	\$130
Westlake Consultants, Inc.		
	Senior Project Manager	\$185
	Project Manager	\$170
	Senior Land Surveyor	\$160
	Project Surveyor	\$135
	3D CAD Specialist	\$150

Sub Consultant Labor Category		Max Rate
	Senior Survey Technician 2	\$130
	Senior Survey Technician 1	\$125
	Survey Technician	\$100
	1 Man Crew	\$115
	2 Man Crew	\$185
	3 Man Crew	\$260
	1 Man w/Robotics	\$150
	Administration Assistant	\$80
GeoDesign, Inc.		
	Principal	\$225
	Senior Associate	\$220
	Associate	\$200
	Senior Project Manager	\$190
	Project Manager II	\$185
	Project Manager I	\$165
	Senior Technical Specialist	\$190
	Technical Specialist II	\$165
	Technical Specialist I	\$155
	Staff III	\$145
	Staff II	\$130
	Staff I	\$120
	CAD/Drafting	\$115
	Senior Technician	\$115
	Technician II	\$100
	Technician I	\$90
	Senior Project Assistant	\$110
	Project Assistant	\$100
	Support Staff	\$90
Emerio Design		
	Senior Project Manager	\$225
	Project Manager	\$185
	Senior Project Engineer	\$165
	Project Engineer	\$150
	Senior Designer	\$135
	Designer	\$125
	CADD Tech II	\$120
	CADD Tech I	\$95
	Senior Professional Land Surveyor	\$140
	Professional Land Surveyor	\$130
	Senior Survey Tech	\$120
	Survey Tech	\$100
	Three Man Crew	\$250
	Two Man Crew	\$185
	One Man Crew	\$140
	Land Use Planner	\$130

Sub Consultant Labor Category		Max Rate
	Project Assistant	\$95
NNA Landscape Architecture LLC		
	Senior Landscape Architect	\$160
	Registered Landscape Architect V	\$120
CASSO Consulting, Inc.		
	Sr Project Manager/Sr. Engineer	\$210
	Project Manager / Civil Engineer VII	\$195
	Civil Engineer VI	\$185
	Civil Engineer V	\$175
	Civil Engineer IV	\$170
	Civil Engineer III	\$150
	Civil Engineer II	\$125

Unit Cost Task Rates

In lieu of hourly billing rates, the following subconsultant subtasks will be billed as set forth below upon subtask completion:

Subconsultant	Unit Cost Task	Max Unit Cost Amount
VacX	Utility Potholing, each	\$1,950

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

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

Subconsultant Costs

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

Adjustment of Labor Rates Due to Inflation

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

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the Contract;
- No more than one increase shall be granted per Contract year;
- Rate increases may not exceed the preceding calendar year's Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) average inflation rate for the Portland Metropolitan Area (as determined from the U.S. Bureau of Labor Statistics);
- Rate increases shall not be retroactive.

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

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and

tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the Contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

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

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

ACH Payments

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

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

WORKERS' COMPENSATION INSURANCE STATEMENT

189132

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

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

Consultant Signature: _____ Date: _____ Entity: _____

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

As an independent Consultant, I certify that I meet the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent Consultant in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Consultant: check four or more of the following:

- _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- _____ D. Labor or services are performed only pursuant to written Contracts;
- _____ E. Labor or services are performed for two or more different persons within a period of one year; or
- _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Consultant Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
ORS 670.600 Independent Consultant standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent consultant" if the standards of this section are met. The Contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the Contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

CONSULTANT SIGNATURE:

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

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

I, the undersigned, agree to perform work outlined in this Contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this Contract by reference, and the STATEMENT OF THE WORK made part of this Contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600.

BROWN AND CALDWELL, INC.

By: _____ Date: _____

Name: _____

Title: _____

189132

CONTRACT NUMBER: _____

CONTRACT TITLE: Inverness Pump Station 24-inch Pressure Line Rehabilitation, E10887

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney