

**DESIGN SERVICES CONTRACT**

**CITY OF PORTLAND**

CONTRACT NUMBER 30008098

PROJECT TITLE

Carolina Trunk WZ 01 & 03 Rehabilitation Project

As authorized by Ordinance \_\_\_\_\_ and Portland City Code 5.68.035, this Design Services Contract (“Contract”) is entered into by and between the City of Portland (“City,” or “Bureau”) and WSP USA, Inc., (“Consultant”).

Effective Date and Term

This Contract shall commence on the Effective Date, August 1, 2022 and shall continue in full force and effect until July 31, 2025 or such other date on the Contract is terminated or extended pursuant to the terms of this Contract (“Term”). At least thirty (30) days prior to the expiration of the Initial Term, or extension, the parties shall commence discussions if they desire to extend the Contract.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed Four Million Nine Hundred and Fifty Thousand Three Hundred and Three Dollars (\$4,950,303) to complete the work in accordance with the Statement of Work (SOW), attached hereto as Exhibit A.
- (b) Payments shall be made in accordance with the Compensation section, attached hereto as Exhibit B.

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CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): WSP USA, Inc.

Address: 801 SW Sixth Avenue, Suite 1600, Portland, OR 97204

Business Designation (check one):  Individual  Sole Proprietorship  Partnership  Corporation  
 Limited Liability Co (LLC)  Public Service Corp.  Government/Nonprofit

Payment information will be reported to the IRS under the name provided above. Information must be provided prior to contract approval.

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TERMS AND CONDITIONS

**1) Standard of Care**

In providing services under this Contract, the Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant’s profession, practicing in the same or similar locality and under similar circumstances (the “Standard of Care”).

**2) Effect of Expiration**

Expiration of the Term shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or uncorrected defect in performance.

**3) Order of Precedence**

This Contract consists of these Terms and Conditions, the SOW, all Exhibits, and the City’s RFP and Consultant’s Proposal. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- (a) Amendments executed by the parties after Contract award;
- (b) This form Contract as executed by the Parties, including all Exhibits;
- (c) RFP Requirements as set forth in City's RFP, including without limitations all Exhibits and any Addenda; and
- (d) Consultant’s Proposal in response to the RFP, including without limitation, to all supplementary materials.

**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 shall be effective immediately upon City's delivery of a written notice of termination to Consultant.
- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not timely cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the nature of the alleged breach, its intent to terminate, and provide fifteen (15) calendar days within which to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

**5) Remedies and Payment on Early Termination**

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the date of the termination notice. No other costs or loss of anticipated profits shall be due or payable.
- (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 for the costs to defend any claim, and all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant terminates the Contract pursuant to subsection 4(b), the Consultant's sole remedy shall be payment for work completed prior to date of City's receipt of the termination notice. No other costs, loss of anticipated profits or consequential damages 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 completed prior to the date of termination shall be deemed the property of the City and copies and/or data shall be immediately released to 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 consent, the Consultant shall remain responsible for full performance hereunder. The Consultant agrees that if subcontractor(s) are employed in the performance of the SOW under this Contract, both Consultant and any subcontractors remain subject to the requirements of ORS Chapter 656, Workers' Compensation.

**7) Compliance with Applicable Laws; Funding Requirements**

Consultant shall perform all services in accordance with all applicable federal, state, and local laws and regulations, including without limitations tax laws and terms and conditions incident to receipt of any grant funds. Consultant represents and warrants that it is and will remain in compliance with all laws and expressly represents that it is and shall remain in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations during the Term of this Contract.

**8) Respectful Workplace Behavior**

The City 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 of the City as well as consultants, vendors or contractors who provide services to the City. Consultant warrants its compliance with the terms and conditions of HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>.

**9) Indemnification for Property Damage and Personal Injury (6/22)**

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the wrongful 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 sole negligence or misconduct of the City. This duty shall survive the expiration or termination of this Contract or final payment hereunder.

The indemnity obligations of Consultant under this Contract will not in any way be affected or limited by the absence of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation under insurance policies affecting this Contract.

Consultant's indemnity obligations are in addition to any other rights or remedies available under this Contract, or in law or in equity to the City. In the event of any claim or demand made against any party entitled to indemnification hereunder, the City may in its sole discretion reserve, retain or apply any monies due to the Consultant under the Contract to resolve such claims; provided, however, that the City may release such funds if the Consultant provides the City with adequate assurance of the protection of the City's interests. The City shall determine in its sole discretion of the adequacy of such assurances.

**10) Insurance**

Consultant shall obtain and maintain in full force at Consultant's sole cost and expense, throughout the Term 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 applicable coverage for all subject workers.

Required and attached //  Certified statement of exemption (i.e., completion of Independent Contractor Certification Statement or similar)

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

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

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

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

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

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

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

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

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

Subconsultant(s): Consultant shall contractually require its Subconsultants to acquire and maintain in effect until full performance of their Work under this Contract, insurance equal to the minimum coverage limits required above.

#### 11) Ownership of Work Product

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

this Contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product. City's alteration of Consultant's Work Product or its use by City for any other purpose shall be at City's sole risk.

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

**12) Business Tax Registration**

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

**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, without cost to the City, promptly correct errors or omissions related to the services required by this Contract.

**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; Minor Amendments**

Any changes to the provisions of this Contract's dollar amount, must be made by written amendment and approved by the Chief Procurement Officer or City Council to be valid. Any other changes to the provisions of this Contract, including changes to the scope of work, key personnel, Subconsultants or other changes, must be made by written amendment and approved as pursuant to PCC 5.68 and the PTE Manual.

- (a) Amendment of the Contract. Any material change(s) to the provisions of this Contract shall be in the form of an Amendment. A "material change" means a change that increases risk to the City, or that increases the cost of the Contract to exceed the Contract Price. Amendments must be in writing, must be approved as to form by the City Attorney, and must be executed in writing by authorized representatives of the Parties. Any proposed material amendment to this Contract that does not meet the requirements of this section will be deemed null, void, invalid, non-binding, and of no legal force or effect. "Material Amendment" does not mean a Minor Amendment as described in (b) below and does not mean an administrative change which the City may effect unilaterally. An administrative change means a written Contract change that does not affect the substantive rights of the Parties.
- (b) Minor Amendments to Contract or Change Orders to a Statement of Work. The City and Consultant may make minor changes that do or do not impact the substantive rights or obligations of the Parties but that are not material amendments. Minor Amendments shall be made through the use of a Change Order that modifies a Statement of Work or Task Order. Following mutual approval of the Change Order, the parties will update the SOW to reflect changes to the description of services and any resulting changes to the timeframe of deliverables.

**19) 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.

**20) Payment to Vendors and Subconsultants**

The Consultant shall timely pay all Subconsultants and suppliers providing services or goods for this Contract. If the Consultant fails to make timely payments to its Subcontractors, Subconsultants, or suppliers, the City is entitled to take any action permitted by law, including, but not limited to, the following:

- (a) Withhold all or part of any progress payment until Consultant makes payment;

- (b) Find that the Consultant is not a qualified bidder for future projects per the City's consideration of the Consultant's record of past performance pursuant to ORS 279C.110(3);
- (c) Directly make payment to the Subcontractor, Subconsultant, and supplier who has not received proper payment; and
- (d) Terminate the Contract for and Event of Default as provided herein.

**21) Access to Records and Audits**

- (a) The Consultant and its subconsultants and suppliers shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. The Consultant and its subconsultants shall maintain all other records necessary to clearly document their performance of the work and any claims for additional compensation or requests for additional contract time arising from or relating to their performance under the Contract.
- (b) The Consultant shall include in its subcontracts, purchase orders and all other written agreements a provision requiring all subconsultants, material suppliers, providers of rented operated equipment and persons submitting cost or pricing data according to the term of a contract, at all tiers, to comply with this section.
- (c) The City and its authorized representatives shall have timely access to, and an opportunity to inspect, examine, copy and audit all books and records relating to the Contract, for any reason, upon reasonable notice.
  - i) Such books and records shall be maintained by the Consultant and all subconsultants, suppliers and persons with cost or pricing data for a minimum period of six (6) years from the date of Final Payment under the Contract, or until the conclusion of any audit, controversy, litigation, dispute or claim arising out of, or related to, the Contract, whichever is longer.
  - ii) The Consultant and all subconsultants, suppliers, and persons with cost or pricing data shall maintain all records in such a manner that providing a complete copy is neither unreasonably time consuming nor unreasonably burdensome for the Consultant or the City. Failure to maintain the records in this manner shall not be an excuse for not providing the records.
  - iii) The Consultant and all subconsultants, suppliers, and persons with cost or pricing data shall produce all such books and records in Portland, Oregon, regardless of whether the records are produced pursuant to this provision of the Contract or as a result of a claim, litigation, arbitration or other proceeding. The Consultant or a subconsultant, supplier, or other person may produce the books and records elsewhere if it fully compensates the City for the reasonable costs of travel to and from the place where the records are produced and the reasonable cost of any employee's time in having to travel.
- (d) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

**22) Electronic Signatures**

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

**23) Merger Clause**

This Contract, and the Contract Documents identified at Section 3 above shall be deemed to encompass the entire agreement of the parties and supersede all previous understandings and agreements between the parties, whether verbal or written.

**24) 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. For any claim or dispute that is subject to mediation under this section, the statute of limitations and statute of repose shall not begin to run until the time period set forth in Section 30 below or upon the conclusion of mediation, whichever is later. 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.

**25) 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.

**26) Consultant's Key Personnel:  Applicable /  Not Applicable**

If applicable, the Consultant shall assign the Key Personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change Key Personnel without the prior written consent of the City, which shall not be unreasonably withheld. Notwithstanding anything to the contrary herein, Consultant shall, within 30 (thirty) days of receipt a request from the City replace any Key Person who is not meeting City performance requirements.

The Consultant agrees that the primary personnel assigned to perform the services shall be listed in in the Statement of Work and Consultant shall not change such personnel without the prior written consent of the authorized representative of the City as designated in the SOW. The City will enforce all social equity contracting for Disadvantaged, Minority, Women, Emerging Small Business and Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE) Subconsultant commitments

submitted by the Consultant in its proposals. Failure to use the identified D/M/W/ESB/SDVBE Subconsultants without prior written consent is a material breach of contract.

### 27) Third Party Beneficiaries

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

### 28) Conflict of Interest

Consultant hereby certifies that, if applicable, its Contract proposal was 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), and that the Consultant as a proposer competed solely on its own behalf and 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) are not City officials/employees or a relative of any City official/employee who:

- (a) has responsibility in making decisions or ability to influence decision-making on the Contract or project to which this Contract pertains;
- (b) has or will participate in evaluation or management of the Contract; or
- (c) 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.

### 29) Contractual Statute of Limitations/Statute of Repose for Design Services Claims

The statute of limitations applicable to Design Services provided pursuant to this Contract shall be 2 years from the date of final completion of the project. The statute of repose applicable to Design Services provided pursuant to this Contract shall be 10 years from Final Completion of the project. The statute of limitations and statute of repose set forth herein shall not begin to run until the project reaches Final Completion, regardless of discovery of any condition, act, error, or omission. This provision shall be included in any Subconsultant agreement executed by the Consultant for the performance of services.

### 30) Notices and Communications

All notices and other communications concerning this Contract shall bear the Contract number assigned by the City. Notices and other communications may be delivered personally, by facsimile, email, by regular, certified or registered mail or other commercial delivery service. A notice to the City will be effective only if it is delivered to that person designated in writing in either:

- (a) the Notice of Award of this Contract,
- (b) the Notice to Proceed under this Contract, or
- (c) to another individual specifically designated by this Contract.

A notice to the Consultant shall be effective if it is delivered to the individual who signed this Contract on behalf of Consultant at the address shown with that signature, to a corporate officer if Consultant is a corporation, to a general partner if Consultant is a partnership, or to another individual designated in writing by the Consultant in the Contract or in a written notice to the City.

### 31) Safety

Consultant shall ensure that all Work is performed in a safe manner protective of workers and the environment. Accordingly, Consultant shall maintain in place a safety plan that provides for compliance with all safety laws and regulations in effect during the Term. **Consultant shall bear the cost of compliance with its safety plan. The City agrees to increase Consultant's compensation only in the event of a change of law that directly and actually results in an increase in Consultant's costs of compliance with the new law. The City reserves the right but not the obligation to issue a "halt work" order in the event of a potential life safety risk as determined at the City's discretion.**

### 32) Access to Facilities

Consultant agrees that Consultant's physical or remote access to City facilities shall be subject to the security interests and health controls necessary to protect public property, City employees and the public. The City shall not be liable for any delays necessary in granting Consultant access to any portion of the facilities or systems.

### 33) Force Majeure

- (a) If a Force Majeure Event occurs, the Party that is prevented by that Force Majeure Event from performing any one or more obligations under this Contract (the "Nonperforming Party") will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party's inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under section 33(c).
- (b) For purposes of this Contract, "Force Majeure Event" means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Contract, except that a Force Majeure Event will not include a strike or other labor unrest that affects only one Party, an increase in prices, or a change in law.

- (c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Contract.

**34) COVID-19 Requirements**

The Parties acknowledge and agree that this Contract will be executed and performed during the COVID-19 pandemic. While Oregon is under a declaration of emergency associated with the COVID-19 pandemic, Consultant shall comply with all applicable requirements and guidance issued by federal, state and local authorities pertaining to COVID-19 (including but not limited to CDC, OHSA, Governor Brown, Oregon Health Authority, and Multnomah County Health Department). The applicable guidance and requirements include, but are not limited to, those pertaining to Oregon phased reopening and sector activities, reduction in gathering sizes appropriate to the type of location and activity, complying and implementing health protocols, maintaining social distancing, and wearing face coverings. Consultant shall have a satisfactory safety plan and protocols addressing COVID-19 precautions related to Consultant’s activities under this Contract. Consultant shall monitor for updated guidance and requirements and update its plan and protocols accordingly. Consultant shall provide a copy of Consultant’s safety plan and protocols to City upon City’s request. Consultant is solely responsible for implementing a COVID safety plan and protocols and addressing any COVID-19 related claims pertaining to its activities and provision of Services under this Contract. In the event that Consultant’s employees or its subcontractor’s employees exhibit symptoms of COVID infection, Consultant shall follow City’s contact tracing and response protocols which shall be made available to the Consultant.

**The City of Portland COVID-19 Vaccination Policy requires, as of January 3, 2022, that the Consultant and the Consultant’s employees be vaccinated or have an approved exception through their employer when work is performed inside a City worksite for longer than 15 minutes.**

Subconsultant(s): Consultant shall contractually require its subconsultants to follow the same guidance and requirements pertaining to the City of Portland COVID-19 Vaccination Policy.

The Policy requirements and Frequently Asked Questions can be found at:  
<https://www.portland.gov/omf/brfs/procurement/vendor-vaccine-requirement>  
<https://www.portland.gov/sites/default/files/2021/vccvg-vaccination-requirement.pdf>

**35) Attachments**

The following attachments are incorporated into this Contract.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Compensation
- (c) Exhibit C – Hourly Billing Rate Table
- (d) Exhibit D – Contract Budget Detail
- (e) Exhibit E – Contract Design Schedule
- (f) Exhibit F – Heron Terms and Conditions of Use
- (g) Exhibit G – Sample Change Order

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CONSULTANT SIGNATURE:

Consultant represents that Consultant has had the opportunity to consult with its own independently selected attorney in the review of this Contract. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Contract.

This Contract constitutes the entire agreement between the City and Consultant and supersedes all prior and contemporaneous proposals and oral and written agreements, between the Parties on this subject, and any different or additional terms on a City purchase order or Consultant quotation or invoice.

The Parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

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.

IN WITNESS WHEREOF, the Parties hereby cause this Contract to be executed.

I, the undersigned, agree to perform work outlined in this Contract in accordance to the Terms and Conditions and the Statement of Work (Exhibit A); 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

WSP USA, Inc.

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



CONTRACT NUMBER: 30008098

CONTRACT TITLE: CAROLINA TRUNK WZ 01 & 03 REHABILITATION PROJECT

CITY OF PORTLAND SIGNATURES:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bureau Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Procurement Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elected Official

Approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Auditor

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Attorney

Consultant’s and City’s Project Manager for this Contract are:

For City of Portland:	For Consultant:
Name: Todd Martinez, PE	Name: Sarah Lingley, PE
Title: Capital Project Manager III	Title: Director
Address: 1120 SW 5 <sup>th</sup> Avenue, Room 613	Address: 851 SW Sixth Avenue, Suite 1600
City, State: Portland, OR 97204	City, State: Portland, OR 97204
e-mail: <a href="mailto:todd.martinez@portlandoregon.gov">todd.martinez@portlandoregon.gov</a>	e-mail: <a href="mailto:sarah.lingley@wsp.com">sarah.lingley@wsp.com</a>
Copy to:	Copy to:
Rick Knostman	Alex Shannon, Principal-in-Charge
<a href="mailto:Rick.knostman@portlandoregon.gov">Rick.knostman@portlandoregon.gov</a>	<a href="mailto:Alex.shannon@wsp.com">Alex.shannon@wsp.com</a>

## 1. SCOPE OF WORK

Consultant agrees to provide all of the Design Services described below on an ongoing basis in support of, and in conformance with, the time frames described in the Request for Proposals.

- 1.1. **Project Management** – Consultant are expected to implement excellent cost, scope, schedule, and quality control measures to facilitate coordinated Project progress, change management, prevent re-work, and monitor progress. Specifically, and throughout each phase of the Project.
  - 1.1.1. Work collaboratively with the City’s Project Team which will be led by the Project Manager (PM) who is primarily responsible for establishment, monitoring, and maintenance of the Project Scope, Schedule, and Budget, and the Design Manager (DM) who is primarily responsible for the delivery of technical Design Documents including Technical Memorandums, 30%, 60%, and 90% Design Documents, and Final (100%) Design Documents Issued for Bid. The team will also consist of the CM/GC and Owner’s Agent.
  - 1.1.2. Utilize the City’s Heron project management system (based on e-Builder Enterprise) for all project communications, invoices, document management, deliverable transmittal and review processes, and project execution.
  - 1.1.3. Develop and maintain a project schedule throughout the project life with CM/GC delivery method, utilizing the Work Breakdown Structure (WBS) developed during contract negotiations using BES’ reportable master task codes.
  - 1.1.4. Manage and coordinate resources and sub-consultants to provide quality-assured deliverables within the approved project schedule and budget.
  - 1.1.5. Meet with the City project team at a kickoff meeting to review and confirm project scope, schedule, and approach.
  - 1.1.6. Prepare and submit monthly invoices for progress payments, including monthly progress report, monthly subcontractor payment and utilization reports. Monthly invoice format will need to be pre-approved by the City PM to facilitate project progress controls.
  - 1.1.7. Document and track project decisions and risks and manage change commensurate with project risks.
  - 1.1.8. Report or meet regularly with the City’s PM to review status of WBS activities and deliverables in progress, activities planned for next reporting period, project risks, decisions, and pending/potential changes.
  - 1.1.9. Implement strict Quality Control and Assurance Program, including timely documentation, during the life of the entire project. The Consultant will assign independent reviewers to coordinate design teams’ and subconsultants’ work products and quality against project goals and standards.
  - 1.1.10. Provide capacity building supports to COBID certified subconsultants, which shall be reported to the City in the monthly progress report.
  - 1.1.11. Meet with the City Project Manager to review the status, issues, and performance of COBID certified subconsultants monthly.

Exhibit A – Statement of Work

- 1.2. **Field Survey** – Consultant will collect survey data necessary for completing pre-design/design and acquiring easements for the Project.
  - 1.2.1. Review the exiting survey data and determine additional survey scope for the project design and easement acquisition.
  - 1.2.2. Perform survey work required for pre-design/design following the Portland Bureau of Transportation (PBOT) survey standards.
    - 1.2.2.1. Setup survey controls as needed.
    - 1.2.2.2. Collect topographic data.
    - 1.2.2.3. Perform maintenance hole inspections and provide maintenance hole details.
    - 1.2.2.4. Perform tree survey conforming the City Urban Forester Guideline and prepare the tree survey documents following the PBOT template. In general, identify all trees in the right-of-way (furnishing strip) having 6” diameter at breast height (dbh) or greater, and provide CAD files including a text file with unique tree number, x/y coordinates, type (deciduous or coniferous), and dbh.
    - 1.2.2.5. Collection survey data of geotechnical boring locations and potholing locations.
  - 1.2.3. Perform survey work required for easement descriptions (legal descriptions) following the PBOT requirements.
    - 1.2.3.1. Obtain recorded surveys from Multnomah County surveyor’s office (1 combined request)
    - 1.2.3.2. Set up survey controls as needed.
    - 1.2.3.3. Survey site boundaries and stake easements.
    - 1.2.3.4. Create linework for legal description exhibits.
    - 1.2.3.5. Prepare legal description and exhibits for each property where easement is required.
  - 1.2.4. Incorporate all survey data into AutoCAD drawings in accordance with BES CAB standards and coordinate with BES CAD Design Lead assigned to this project for survey data review.
- 1.3. **Geotechnical Investigation** – Consultant shall develop and conduct a coordinated geotechnical investigation program to understand physical and environmental soil conditions and inform the design process.
  - 1.3.1. Review the existing geotechnical reports and boring logs and determine the need and scope of additional geotechnical investigation.
  - 1.3.2. Prepare an appropriate investigation plan with consideration of proposed construction methods. Submit the investigation plan to the City for review.
  - 1.3.3. Obtain all permits required for performing geotechnical investigation
    - 1.3.3.1. Prepare Street Opening Permit applications and related supporting documents and obtain the permit.
    - 1.3.3.2. Prepare Temporary Street Use Permit applications and related supporting documents and obtain the permit.
    - 1.3.3.3. Work with the City Public Involvement Lead to prepare maps and supporting material for Permit of Entry (POE) requests if an investigation will occur on private property.
    - 1.3.3.4. Secure State Groundwater Well Permits and Disposal Permits for geotechnical investigation, as needed.
    - 1.3.3.5. Prepare and submit traffic control plans for any drilling activities in public rights of way to PBOT and Oregon Department of Transportation (ODOT) for approval and conduct traffic control.
  - 1.3.4. Coordinate with the City Public Involvement (PI) Team to ensure proper notification of neighbors has been made prior to field activities.
  - 1.3.5. Perform field investigations.
    - 1.3.5.1. Perform and supervise drilling and log bores.

Exhibit A – Statement of Work

- 1.3.5.2. Include survey locations of bore holes on the project map and design drawings.
- 1.3.5.3. Perform testing on soil samples.
- 1.3.5.4. Perform test for determining dewatering parameters.
- 1.3.5.5. Coordinate soil sampling with the City staff for environmental investigation.
- 1.3.5.6. Identify buildings and property within the area of influence of construction recommend monitoring requirements.
- 1.3.5.7. Continue groundwater monitoring using the existing monitoring wells; Determine the need of additional and continuous monitoring; Develop and implement a groundwater monitoring plan as needed.
- 1.3.6. Prepare a geotechnical report that addresses project-specific hazards, subsurface conditions, groundwater depth, land hazards, soil conditions, trench stability, soil loading, seismic criteria, and other geotechnical criteria for completing design.
- 1.4. **Permitting Supports** – Consultant will identify the permitting and easement needs for the Project and prepare permitting application documents and easement acquisition documents.
  - 1.4.1. Verify with public agencies and project stakeholders for permits, easements and variance required for the Project.
  - 1.4.2. Prepare and/or finalize permit application documents and assist the City to coordinate with other public agencies and project stakeholders for permit application.
  - 1.4.3. Develop a permitting matrix identifying the regulatory citation, permit name, data needs, administering agency and primary contact, timeline for obtaining permit.
  - 1.4.4. Coordinate with the City, PBOT Right-of-Way (ROW) Office, and CM/GC in identifying the easement required for the Project and assist the City in preparing easement acquisition documents.
  - 1.4.5. Develop wetland restoration and mitigation plan meeting the BES and jurisdiction agencies' requirements, if applicable.
- Assumptions:
  1. The wetland delineation completed as part of the alternatives analysis and for which DSL issued a concurrence letter (WD# 2021-0245) remains valid and no additional delineation work is needed.
  2. The wetlands are not subject to USACE jurisdiction. No USACE permitting is included.
  3. Wetland impacts will be temporary in nature and mitigation will occur through restoration and enhancement of the existing wetland being disturbed.
- 1.5. **Pre-Design Phase** – Consultant will complete pre-design (30%) of Carolina Trunk WZ03 (Phase 2) and deliver 30% design submittal and cost estimate, based on the City's approved scope.
  - 1.5.1. Review the existing reports, project data, as-builts, and other available project information to verify the WZ03 (Phase 2) scope with the City.
  - 1.5.2. Establish the design criteria with incorporating inputs from previous project reports, the project related data, and the City's latest decisions on the project.
  - 1.5.3. Provide design calculation where necessary.
  - 1.5.4. Provide data to the City for hydraulic modeling and review of hydraulic design criteria.
  - 1.5.5. Prepare a complete 30% Design Submittal as described in Section 2 Deliverables and Schedule. All plans shall be prepared in accordance with BES AutoCAD standards and submitted in both AutoCAD and PDF format.
  - 1.5.6. Prepare 30% construction cost estimate. Cost estimate shall be a detailed Association for the Advancement of Cost Engineering International (AACEI) Class 3 Engineer's Opinion of Construction Cost.
  - 1.5.7. Perform Quality Assurance/Quality Control (QA/QC), design intent, and constructability reviews on the 30% Design Submittal. Address internal QA/QC comments on the 30% Design Submittal and submit the Final 30% Design Submittal to the city for review.
  - 1.5.8. Conduct and facilitate a technical workshop with the City staff to solicit focused City inputs about comments and decisions on 30% Design Submittal.

Exhibit A – Statement of Work

- 1.5.9. Support the City PM in presenting the 30% design and estimated project cost and schedule to BES stage gate committee (SCG) for approval of the project baseline scope, schedule, and budget.
- 1.6. **Design Phase** – Consultant will develop detailed design of the Project (including both Carolina Trunk WZ01 (Phase 1) and WZ03 (Phase 2), deliver design submittal and cost estimate at each milestone, and prepare final design documents.
  - 1.6.1. Review 30% design submittal of Carolina Trunk WZ01 (Phase 1) and other related data; verify the WZ01 (Phase 1) design scope (60% to final design) with the City.
  - 1.6.2. Respond to the City’s comments on 30% design submittal of Carolina Trunk WZ03 (Phase 2) and address them in 60% design.
  - 1.6.3. Coordinate with the City and Owner’s Agent to participate in a Value Engineering (VE) effort and incorporate comments from the VE into 60% designs for WZ01 and WZ03.
  - 1.6.4. Locate utilities, identify potential utility coordination needs, and prepare and maintain utility conflict log; coordinate with the City and CM/GC to prepare utility potholing requests, if needed.
  - 1.6.5. Coordinate with the City and CM/GC for temporary sewer flow bypassing requirements and develop sewer bypassing plan.
  - 1.6.6. Complete all calculations necessary for detailed design.
  - 1.6.7. Assist the City PM in preparing the Utility Notification Letters.
  - 1.6.8. Prepare 60% and 90% Design Submittals as described Section 2 Deliverables and Schedule. All plans shall be prepared in accordance with BES AutoCAD standards and submitted in both AutoCAD and PDF format.
  - 1.6.9. Prepare 60% construction cost estimate. Cost estimate shall be a detailed AACEI Class 2 Engineer’s Opinion of Construction Cost.
  - 1.6.10. Prepare 90% construction cost estimate. Cost estimate shall be a detailed AACEI Class 1 Engineer’s Opinion of Construction Cost.
  - 1.6.11. Develop branch map for each property where sewer service connection will be relocated and replaced using the City provided template.
  - 1.6.12. Conduct design workshops as needed with City staff and CM/GC to receive inputs on design deliverables and constructability review.
  - 1.6.13. Prepare design exception documents that must be sealed by the Engineer of Record, if applicable.
  - 1.6.14. Provide support service for development of Guaranteed Maximum Price (GMP) by CM/GC.
    - 1.6.14.1. Collaborate and respond to CM/GC requests for information or clarifications as needed for the development of GMP.
    - 1.6.14.2. Assist in evaluation of GMP against Engineer’s Opinion of Probable Construction Cost.
    - 1.6.14.3. Work with the CM/GC and the City to reconcile cost estimates and identify and update Program risk allocations and usage.
  - 1.6.15. Collaborate and respond to CM/GC requests as needed for development of a construction staging, sequencing and packaging plan by the CM/GC to support final design.
  - 1.6.16. Prepare sealed final Design Submittal as described in Section 2 Deliverables and Schedule below. Provide clarifications and changes to final Design Submittal Documents as required to address comments from City and permitting agencies. All plans shall be prepared in accordance with BES AutoCAD standards and submitted in both AutoCAD and PDF format.
  - 1.6.17. Perform QA/QC and constructability reviews on Design Submittal at each design milestone. Internal QA/QC comments shall be addressed before submitting Design Submittal to the City for review.
  - 1.6.18. Assist the City staff to develop a final design report.

Exhibit A – Statement of Work

- 1.7. **Construction Phase Supports** – Consultant will review submittals, conducting design reviews of Contractor alternate proposals, responding to design issues that arise during construction, and to perform other engineering support activities requested by City Staff until the project is closed-out.
  - 1.7.1. Attend pre-construction conference.
  - 1.7.2. Attend field visits as requested by the City.
  - 1.7.3. Review submittals for compliance with the plans, specifications, and design intent.
  - 1.7.4. Evaluate and respond to Requests for Information. Identify and make changes to design documents if required.
  - 1.7.5. Attend construction progress meetings as requested by the City.
  - 1.7.6. Prepare Design Clarifications to modify the contract documents sealed by the Engineer of Record.
  - 1.7.7. Assist the City for review of field directed changes.
  - 1.7.8. Evaluate CM/GC cost proposals, change order requests, and notices of change.
  - 1.7.9. Provide periodic construction observation and as required by codes and permits.

2. DELIVERABLES AND SCHEDULE:

**2.1. Project Management**

- 2.1.1. Project Kickoff Meeting Agenda and Meeting Notes within one week of the meeting.
- 2.1.2. Project schedule at a project kickoff and update monthly.
- 2.1.3. Monthly invoice, including progress report, subcontractor payment and utilization reports.
- 2.1.4. Project change and decision log and project register (monthly update).

**2.2. Field Survey**

- 2.2.1. Survey control data, sketches and photographs, following the PBOT requirements.
- 2.2.2. Maintenance hole details, including photo documenting maintenance hole interior condition, preparation of detailed sketches for each maintenance hole showing rim elevation, invert elevation at center of maintenance hole, invert elevations of all pipes entering and exiting the maintenance hole, and the size, type and distance from rim of each pipe.
- 2.2.3. Survey notes.
- 2.2.4. Survey electronic files (ASCII Point Files with coordinates and elevations along with a description for all points (i.e., secondary control points, center of MHs, angle points, lateral T's).
- 2.2.5. Tree inventory spreadsheet, including tree number, coordinates, type (deciduous or evergreen) and diameter at breast height (dbh), per PBOT Survey template.
- 2.2.6. Easement legal description and exhibits.

**2.3. Geotechnical Investigation**

- 2.3.1. Draft and Final Investigation Reports.

**2.4. Permitting Supports**

- 2.4.1. Permit application documents
- 2.4.2. Easement request documents
- 2.4.3. Wetland restoration and mitigation plan, if applicable.

**2.5. Pre-Design Phase**

## Exhibit A – Statement of Work

- 2.5.1. Agenda, materials and meeting notes of technical workshop and pre-design meetings.
- 2.5.2. 30% Design Submittal of Carolina Trunk WZ03 (Phase 2) including, but not limited to, the following:
  - 2.5.2.1. General drawings, including title sheet, vicinity map, location map, index sheet, symbols and legends, general notes, survey control, and basis of design sheet.
  - 2.5.2.2. Civil drawings, including pipe alignments and profiles, pipe rehabilitation methods, shaft location and layout, maintenance hole location and layout, site access, and preliminary staging plans.
  - 2.5.2.3. Preliminary Table of Contents for project special provisions.
  - 2.5.2.4. Preliminary specialized specifications that originate from Consultant Specifications or other sources adept to the City specification format.
- 2.5.3. 30% cost estimate in sufficient details to provide the expected range of accuracy of AACEI Class 3 estimate.

### **2.6. Design Phase**

- 2.6.1. Agenda, materials and meeting notes of design workshops and design meetings.
- 2.6.2. Utility Potholing requests and support documents.
- 2.6.3. Pavement core request.
- 2.6.4. Utility conflict log.
- 2.6.5. Utility notification letters.
- 2.6.6. Sewer bypassing plan.
- 2.6.7. Branch maps following the BES template.
- 2.6.8. 60% Design Submittal of the Project (both Carolina WZ01 and WZ03) including, but not limited to, the following:
  - 2.6.8.1. Response to City 30% design review comments.
  - 2.6.8.2. Response to VE comments.
  - 2.6.8.3. General drawings essentially complete, including vicinity map, index sheet, symbols, legends, and abbreviations, general and construction notes, survey controls, and basis of design sheet.
  - 2.6.8.4. Civil drawings essentially complete, including pipe alignments and profiles, pipe rehabilitation details, trenchless layout, shaft locations, contaminated media locations, layouts and profiles, maintenance hole and junction structure locations, layouts and profiles, site access, staging plans, wetland restoration and mitigation, erosion control, tree trimming and protection, and civil details.
  - 2.6.8.5. Draft pavement restoration plans and striping plans.
  - 2.6.8.6. Draft Special provisions and specialized specifications adept to the City specification format.
- 2.6.9. 60% cost estimate in sufficient details to provide the expected range of accuracy of AACEI Class 2 estimate.
- 2.6.10. 90% Design Submittal of the Project (both Carolina Trunk WZ01 and WZ03) including, but not limited to, the following:
  - 2.6.10.1. Response to City 60% design review comments.
  - 2.6.10.2. General drawings complete, including vicinity map, location map, index sheet, symbols, legends, and abbreviations, general and construction notes, survey controls, and basis of design sheet.
  - 2.6.10.3. Civil drawings complete, including pipe alignments and profiles, pipe rehabilitation details, trenchless layout, shaft locations, layouts and profiles, maintenance hole and junction structure locations, layouts and profiles, site access, staging plans, wetland restoration and mitigation, erosion control, tree trimming and protection, and civil details.
  - 2.6.10.4. Pavement restoration plans and striping plans complete.

Exhibit A – Statement of Work

- 2.6.10.5. Complete special provisions and specialized specifications adept to the City specification format.
- 2.6.11. 90% cost estimate in sufficient details to provide the expected range of accuracy of AACEI Class 1 estimate.
- 2.6.12. Design exception documents sealed by Engineer of Record, if applicable.
- 2.6.13. Final Sealed Design Submittal of the Project (both Carolina Trunk WZ01 and WZ03) including, but not limited to, the following:
  - 2.6.13.1. Response to City and Permitting Agencies 90% design review comments.
  - 2.6.13.2. Final project plans and specifications/special provisions signed and sealed by Engineer of Record.
  - 2.6.13.3. Complete bid book with incorporating front end specifications and other documents from the City Procurement Office, all permits, and other project supporting documents.
- 2.6.14. Responses to CM/GC questions and updated design information for development of GMP by CM/GC.
- 2.6.15. Final Design report.

**2.7. Construction Phase**

- 2.7.1. Submittal review responses.
- 2.7.2. Response for CM/GC requests for information.
- 2.7.3. Design clarifications sealed by Engineer of Record.
- 2.7.4. Evaluations of CM/GC cost change proposals and change order requests.
- 2.7.5. Field Observation Reports if requested by the City and/or required by codes and permits.

All deliverables and resulting work products from this contract will become the property of the City of Portland. As such, the Consultant and any Subconsultants grant the City the right to copy and distribute (in any and all media formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Portland.

**3. CONSULTANT KEY PERSONNEL**

The Consultant shall assign the following Key Personnel to lead the work in the capacities designated below. No change in these assignments shall be made without written authorization from BES via an amendment to the Contract that must be approved by the Chief Procurement Officer and the City Attorney’s Office.

NAME	ROLE ON PROJECT
Sarah Lingley, PE	Project Manager
John Horne, PhD, PE	Design Manager, Design WZ 01 Lead
Alex Shannon	Principal-in-Charge
Kwabena Adu-Sarkodie, PE	Technical Advisor (Conveyance), COBID Leadership Representative
Gabi Brazzil	Equity Steering Committee Lead
Kevin Cook, PE	Deputy Project Manager, Hydraulic Modeling
Everett Litton, PE, ENV SP	Underground Lead, Auger Bore/Microtunneling/Deep Shaft
Diana Worthen, PE	Auger Bore/Microtunneling/Deep Shaft, Risk Management
Kelly McNutt	Constructability Lead, CM/GC Expert, Risk Management
Daniel Lindsay, PE, ENV SP	Design WZ 03 Lead
Rafael Gaeta, PE	Site Lead

**4. SUBCONSULTANTS**

The Consultant shall assign the following subconsultants listed below to perform work in the capacity designated. There is a 20% goal of the total Contract dollars assigned to Disadvantaged, Minority, Women, and Service-Disabled Veteran, and Emerging Small Business (COBID) subconsultants.

NAME	ROLE ON PROJECT	COBID CERTIFICATION	SUBCONTRACT AMOUNT
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Exhibit A – Statement of Work

Shrewsberry & Associates, LLC	Project management, detailed design, design lead	DBE (10433)	9.71%
Emerio Design, LLC	Civil engineering, land survey	DBE/MBE (5611)	6.55%
Kelly McNutt Consulting, LLC dba KMC, KMC Consulting	Constructability, cost estimating, risk management	DBE/WBE (12663)	4.61%
Rhino One, LLC	Geotechnical engineering and investigation	DBE/MBE (6760)	5.81%
Global Transportation Engineering Corporation	Transportation planning and engineering, traffic control	DBE/MBE/WBE (10033)	1.80%
Formation Lab, LLC dba The Formation Lab	Equity	DBE/MBE/WBE/ESB (12434)	1.08%
NNA Landscape Architecture, LLC	Landscape architecture	DBE/MBE/ESB (11078)	2.49%
Cascade Trenchless Consulting, LLC	Trenchless design	WBE/ESB (13589)	1.73%

Total subcontracting to COBID certified firms on this contract is estimated at \$1,672,069 or 33.78% of the Contract Amount.

- 4.1. The City will enforce all social equity Contracting and subcontracting commitments of COBID certified firms indicated in the table above. 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 COBID certified Subconsultants without prior written consent is a material breach of contract. Any changes must be reported and submitted to the PTE Contract Compliance Specialist. All changes to this Contract, including changes to the Subconsultant participation, must be made by written amendment and approved by the Chief Procurement Officer to be valid.
- 4.2. For Contracts valued \$50,000 or more, the Consultant shall submit Subconsultant payment and utilization information electronically in the Contract Compliance Reporting System, reporting ALL Subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at: <https://www.portlandoregon.gov/brfs/75932>.
- 4.3. Subconsultant Reporting  
In addition to reporting subconsultant information in the City’s Contract Compliance Reporting System, the Consultant shall prepare monthly subconsultant reports. The report shall include the following information:
  - 4.3.1. Date
  - 4.3.2. Contract Number/Consultant’s Name
  - 4.3.3. Project Title
  - 4.3.4. Contract Phase
  - 4.3.5. Contract Amount
  - 4.3.6. Subconsultant
  - 4.3.7. Subconsultant Name
  - 4.3.8. COBID Designation
  - 4.3.9. Role on Project under this Contract
  - 4.3.10. Original Subcontract Amount
  - 4.3.11. Amount Expended to Date
  - 4.3.12. Amount Remaining to be Paid
  - 4.3.13. Comment – include information on changes to work, if not utilizing subconsultant the reason why and when the subconsultant will be utilized.

Exhibit B – Compensation

COMPENSATION

The maximum that the Consultant will be paid for the work on this Contract is \$4,950,303 (hereafter the “not to exceed” amount).

The “not to exceed” amount includes all payments to be made pursuant to this Contract, including reimbursable expenses, and Contract Mitigation if any. Contract Mitigation can be used only with prior written approval of the City prior to any effort being accomplished on added tasks. 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 to the Consultant may be less than that amount.

The Consultant shall be paid based on its hourly rates, plus any authorized expenses, in accordance with the tasks listed below. If a task is completed and accepted by the City, and the amount billed by the Consultant is less than the estimated budget for the task, the remaining amount may be used on the other tasks as authorized in writing by the Project Manager. In no event shall the Consultant bill for an amount greater than what is shown for each task.

Task/Phase	Description	Amount
1	Project Management	\$492,410
1	COBID Program, Equity Steering Committee	\$160,525
2	Field Survey	\$72,706
3	Geotechnical Investigation and Material Testing	\$271,521
4	Permit Easement and Variance Acquisition	\$253,136
5	WZ 01 30% Design Verification	\$98,149
5	WZ 03 30% Design (Pre-Design)	\$486,126
6	WZ 01 60% Design	\$470,546
6	WZ 03 60% Design	\$468,412
6	WZ 01 90% Design	\$315,415
6	WZ 03 90% Design	\$314,087
6	CM/GC and Designer Integration	\$700,248
6	WZ 01 Final Design	\$141,415
6	WZ 03 Final Design	\$151,542
7	Construction Phase Supports	\$476,989
7	Traffic Engineering and Management	\$72,220
7	Maintenance Strategy and Operations Support	\$4,856
	Total Not to Exceed:	\$4,950,303

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 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 to complete the work does not impose any liability on the City for additional payment.

If the 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.

1. Payment Terms: Net 30 Days

The City shall pay all amounts to which no dispute exists within 30 calendar days of receipt of 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 the Consultant.

2. Standard Reimbursable Costs

The following costs will be reimbursed without cost-increase:

- 2.1. If pre-approved by the City, allowable costs of travel shall be determined in accordance with the General Services Administration (GSA) per diem rates in effect on the date of this Contract. Consultant’s time spent traveling to the Portland area, however, will not be reimbursed. All costs incurred for local travel within the Portland metropolitan area,

## Exhibit B – Compensation

and a 100-mile radius, including but not limited to, vehicle mileage and parking fees are considered as included in the overhead rate, and shall not be reimbursed separately.

2.2. Personal expenditures or expenditures not related to the Contract are not eligible for reimbursement.

### 3. Hourly Rates

3.1. The Consultant shall be compensated in accordance with the hourly rates set forth in attached Exhibit C, Hourly Billing Rate Table. In no way shall the cost of hours billed by the Consultant exceed the total Contract amount throughout the term of this Contract.

#### 3.2. Discretionary 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:

3.2.1. No increases will be granted before the one-year anniversary of the Contract;

3.2.2. No more than one increase shall be granted per Contract year;

3.2.3. Rate increases may not exceed the preceding calendar year's Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the West Region Class Size A average inflation rate (as determined from the US Department of Labor statistics);

3.2.4. Rate increases shall not be retroactive.

Other than as stated above, hourly rates may not be increased.

### 4. Subconsultant Costs

Compensation for Subconsultants shall be subject to the same billing restrictions and requirements as those of the Consultant. Consultant may bill Subconsultant services at cost plus a 5% mark-up and shall not be subject to any cost increase. Other direct expenses, as stated under Standard Reimbursable Costs, shall be billed at cost without mark-up. Allowable Subconsultant services can only be marked-up once. For example, the Consultant is not allowed to mark-up on a second tier Subconsultant's services if it has already been marked-up by the Consultant's Subconsultant. Mark-up is not allowed when using intergovernmental resources to complete work and will not be accepted.

### 5. Invoices

5.1. Compensation to the Consultant shall be based on the following:

5.1.1. Invoices submitted to the City, including the appropriate required information as outlined below and all supporting documentation relating to charges expressed on the invoice.

5.1.2. Detailed monthly Project Progress Reports submitted to the City Project Manager by email.

5.2. The Consultant is required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the Project or part of the Contract are not eligible for reimbursement. On or before the 15th of each month, the Consultant shall submit to the City Accounts Payable Department an invoice for work performed by the Consultant during the preceding month.

5.3. The Consultant shall enter all the following information on their invoice in order for the City to review and authorize the invoice for payment.

5.3.1. Contract Number, City's Project Title and any other identifying information requested by the City

5.3.2. Invoice date

5.3.3. Date range during which the services are being invoiced for work provided

5.3.4. Invoice number. The last invoice submitted on the Project must be clearly labeled "Final Invoice"

5.3.5. City Project Manager's name

5.3.6. Amount being invoiced for the current invoice

## Exhibit B – Compensation

- 5.3.7. Consultant shall describe all services performed with particularity and by whom it was performed (Consultant's individuals or Subconsultant, labor category, direct labor rate, hours worked during the period) and shall itemize and explain all expenses for which reimbursement is claimed. If reimbursable expenses are authorized, identify by line item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Note: Invoices for Basic Services under a specific Task shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Task that the amount invoiced represents
- 5.3.8. The Consultant shall also attach photocopies of claimed reimbursable expenses, as applicable and preapproved authorization document from the City Project Manager
- 5.3.9. The Consultant shall stamp and approve all Subconsultant invoices and note on Subconsultant invoice what they are approving as "billable" under the Contract
- 5.3.10. The billing from the Consultant must clearly roll up labor and reimbursable costs for the Consultant and Subconsultants. Any billings for Subconsultants must match the Subconsultant invoices.
- 5.4. To the extent the City disputes any portion of the amount requested in the application for payment, the City shall indicate the undisputed amounts and the amounts that are in dispute. The City shall pay the undisputed amounts and indicate to whom such payments shall be made. The Consultant shall make such payments to itself and to Subconsultants as indicated by the City for such undisputed amounts. The City and Consultant and, if applicable, the Subconsultant shall then work to reach agreement on the disputed amounts.
- 5.5. Prior to initial billing, the Consultant shall develop a billing format for approval by the City. Submission of the draft billing document shall be emailed to the City Project Manager for final review and approval.

## 6. ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement and provide required documentation. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payments directly into Consultant's accounts with financial institutions. All payments shall be in United States currency.

## 7. Authorization to Proceed

Irrespective of the effective date of the Contract, the Consultant shall not proceed with any work required under this Contract without a written authorization to proceed from the City. Any work performed or expenses incurred by the Consultant prior to the Consultant's receipt of authorization to proceed shall be entirely at the Consultant's risk.

Exhibit C – Hourly Billing Rate Table

<b>WSP USA Inc.</b>		
<i>Classification</i>	<i>Hourly Billing Rate</i>	
	<i>Minimum</i>	<i>Maximum</i>
Sr. Director (various disciplines)	288.87	396.29
Director (various disciplines)	250.36	303.87
Sr. Lead Consultant (various disciplines)	192.77	256.14
Lead Consultant (various disciplines)	175.72	215.18
Sr. Consultant (various disciplines)	161.49	181.72
Consultant (various disciplines)	130.53	148.47
Associate Consultant (various disciplines)	109.04	126.97
Assistant Consultant (various disciplines)		109.04
Sr. Manager (various disciplines)		256.14
Manager (various disciplines)		215.18
Lead CADD		181.72
Sr. CADD		148.47
Sr. Project Coordinator	106.23	109.04

<b>Cascade Trenchless Consulting LLC (WBE/ESB #13589)</b>	
<i>Classification</i>	<i>Hourly Billing Rate</i>
Principal Engineer	237.00

<b>Emerio Design LLC (DBE/MBE #5611)</b>		
<i>Classification</i>	<i>Hourly Billing Rate</i>	
	<i>Minimum</i>	<i>Maximum</i>
Engineer	104.85	225.64
Senior Survey Tech	129.39	138.86
Senior Professional Land Surveyor		173.58
Two Man Crew		196.61
Survey Tech		107.04
Project Assistant		83.02

<b>Formation Lab LLC (DBE/MBE/WBE/ESB #12434)</b>	
<i>Classification</i>	<i>Hourly Billing Rate</i>
Principal	252.48
Project Assistant	117.96

<b>Global Transportation Engineering Corporation (DBE/MBE/WBE #10033)</b>		
<i>Classification</i>	<i>Hourly Billing Rate</i>	
	<i>Minimum</i>	<i>Maximum</i>
Subconsultant Project Manager /Sr. Transportation Engineer		170.42
Transportation Engineering Associate	107.65	134.13

<b>Kelly McNutt Consulting LLC (DBE/WBE #12663)</b>	
<i>Classification</i>	<i>Hourly Billing Rate</i>
Project Principal	335.98
Sr. Construction Cost, Risk, and Schedule Specialist	335.98
Sr. Cost and Schedule Specialist	247.05
Project Admin	79.05

Exhibit C – Hourly Billing Rate Table

<b>NNA Landscape Architecture LLC (DBE/MBE/ESB #11078)</b>	
<i>Classification</i>	<i>Hourly Billing Rate</i>
Project Designer	108.65
Principal Senior Landscape Architect	175.91
Landscape Designer 5	92.09
ISA Arborist	124.17

<b>Rhino One LLC (DBE/MBE #6760)</b>	
<i>Classification</i>	<i>Hourly Billing Rate</i>
Sr. Geotechnical Engineer	196.60
Project Geotechnical Engineer	134.52
Staff Geotechnical Engineer	111.75
Staff Engineering Geologist	113.82
Engineering/CADD Technician	95.20

<b>Shrewsberry &amp; Associates LLC (DBE #10433)</b>		
<i>Classification</i>	<i>Hourly Billing Rate</i>	
	<i>Minimum</i>	<i>Maximum</i>
Technical Advisor		210.58
Executive Management		292.99
Design Lead		210.58
Project Engineer	118.71	144.85
Senior Designer		162.02
Designer		113.11

## BES Carolina

		WSP USA Inc.		Cascade Trenchless Consulting LLC		Emerio Design, LLC		Formation Lab, LLC		Global Transportation Engineering Corporation		Kelly McNutt Consulting, LLC		NNA Landscape Architecture		Rhino One, LLC		Shrewsberry & Associates, LLC		All Firms		All Firms w/ Markup	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Sub Markup	Total
<b>A3.1</b>	<b>Project Management</b>	<b>1576</b>	<b>\$385,231</b>	<b>44</b>	<b>\$10,469</b>	<b>148</b>	<b>\$30,964</b>	<b>31</b>	<b>\$7,827</b>	<b>109</b>	<b>\$15,432</b>	<b>42</b>	<b>\$10,919</b>	<b>66</b>	<b>\$7,594</b>	<b>0</b>	<b>\$0</b>	<b>84</b>	<b>\$18,994</b>	<b>2100</b>	<b>\$487,430</b>	<b>\$4,980</b>	<b>\$492,410</b>
A3.1.1	Project Management and Coordination	487	\$122,514	0	\$0	0	\$0	0	\$0	0	\$0	20	\$4,150	0	\$0	0	\$0	0	\$0	507	\$126,664	\$208	\$126,872
A3.1.2	Project Schedule	80	\$18,500	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	80	\$18,500	\$0	\$18,500
A3.1.3	PMP and QA/QC Program	110	\$29,944	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	110	\$29,944	\$0	\$29,944
A3.1.4	Subconsultant Coordination	208	\$43,478	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	208	\$43,478	\$0	\$43,478
A3.1.5	Project Kick-Off Meeting	91	\$20,955	4	\$948	16	\$2,916	4	\$1,010	4	\$682	10	\$3,093	10	\$1,306	0	\$0	20	\$3,581	159	\$34,491	\$677	\$35,168
A3.1.6	Monthly Invoices and Progress Reports	156	\$35,810	4	\$948	100	\$20,828	21	\$5,302	21	\$3,071	0	\$0	44	\$4,781	0	\$0	12	\$2,527	358	\$73,267	\$1,873	\$75,140
A3.1.7	Decision, Risk and Change Log	304	\$71,368	16	\$3,792	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$2,527	332	\$77,687	\$316	\$78,003
A3.1.8	Project Team Meetings	36	\$10,161	16	\$3,792	24	\$5,415	6	\$1,515	84	\$11,679	0	\$0	0	\$0	0	\$0	0	\$0	166	\$32,562	\$1,120	\$33,682
A3.1.9	Team Chartering Workshop	104	\$22,860	4	\$948	8	\$1,805	0	\$0	0	\$0	12	\$3,676	12	\$1,507	0	\$0	40	\$7,793	180	\$38,589	\$786	\$39,375
A3.1.DE	Direct Expenses		\$9,641		\$41		\$0		\$0		\$0		\$0		\$0		\$0		\$2,566		\$12,248		\$12,248
<b>A3.2</b>	<b>Field Survey</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>446</b>	<b>\$69,244</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>446</b>	<b>\$69,244</b>	<b>\$3,462</b>	<b>\$72,706</b>
A3.2.1	Survey Control	0	\$0	0	\$0	90	\$14,478	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	90	\$14,478	\$724	\$15,202
A3.2.2	Survey Work	0	\$0	0	\$0	120	\$23,593	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	120	\$23,593	\$1,180	\$24,773
A3.2.3	Manhole Inspections	0	\$0	0	\$0	8	\$1,573	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,573	\$79	\$1,652
A3.2.4	Tree Survey	0	\$0	0	\$0	16	\$3,146	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$3,146	\$157	\$3,303
A3.2.5	Utility Locates	0	\$0	0	\$0	16	\$3,146	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$3,146	\$157	\$3,303
A3.2.6	Easement Survey	0	\$0	0	\$0	56	\$8,322	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	56	\$8,322	\$416	\$8,738
A3.2.7	Survey Data into AutoCAD	0	\$0	0	\$0	140	\$14,986	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	140	\$14,986	\$749	\$15,735
A3.2.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
<b>A3.3</b>	<b>Geotechnical Investigation and Material Testing</b>	<b>0</b>	<b>\$0</b>	<b>18</b>	<b>\$4,278</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>1076</b>	<b>\$260,379</b>	<b>0</b>	<b>\$0</b>	<b>1094</b>	<b>\$264,657</b>	<b>\$6,864</b>	<b>\$271,521</b>
A3.3.1	Investigation Program	0	\$0	8	\$1,896	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	28	\$3,700	0	\$0	36	\$5,596	\$280	\$5,876

A3.3.2	Street Opening Permit Applications	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,076	0	\$0	8	\$1,076	\$54	\$1,130
A3.3.3	Temporary Street Use Permit	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$894	0	\$0	8	\$894	\$45	\$939
A3.3.4	Maps and Support Material POE Requests	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,838	0	\$0	16	\$1,838	\$92	\$1,930
A3.3.5	State Well Permits	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$538	0	\$0	4	\$538	\$27	\$565
A3.3.6	Traffic Control Plans	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,614	0	\$0	12	\$1,614	\$81	\$1,695
A3.3.7	Notification of Neighbors	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,076	0	\$0	8	\$1,076	\$54	\$1,130
A3.3.8	Field Investigations	0	\$0	6	\$1,422	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	196	\$23,799	0	\$0	202	\$25,221	\$1,261	\$26,482
A3.3.9	Soil Sample Testing	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$2,276	0	\$0	20	\$2,276	\$114	\$2,390
A3.3.10	Dewatering Area of Influence Monitoring Requirements	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$2,359	0	\$0	12	\$2,359	\$118	\$2,477
A3.3.11	Monitoring Wells	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$2,401	0	\$0	16	\$2,401	\$120	\$2,521
A3.3.12	Geotechnical Report	0	\$0	4	\$948	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	620	\$77,109	0	\$0	624	\$78,057	\$3,903	\$81,960
A3.3.DE	Direct Expenses		\$0		\$12		\$0		\$0		\$0		\$0		\$0		\$127,395		\$0		\$127,407		\$127,407
<b>A3.4</b>	<b>Permit, Easement and Variance Acquisition</b>	<b>1384</b>	<b>\$249,095</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>40</b>	<b>\$3,849</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>1424</b>	<b>\$252,944</b>	<b>\$192</b>	<b>\$253,136</b>
A3.4.1	Identify and Verify Permit, Easements and Variances	84	\$13,727	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	84	\$13,727	\$0	\$13,727
A3.4.2	DSL Removal/Fill and City of Portland Environmental Permit	440	\$79,868	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	440	\$79,868	\$0	\$79,868
A3.4.3	Develop Permitting Matrix	20	\$3,966	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$3,966	\$0	\$3,966
A3.4.4	Prepare POEs	20	\$3,966	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$3,966	\$0	\$3,966
A3.4.5	Acquisition Activities	134	\$22,821	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	134	\$22,821	\$0	\$22,821
A3.4.6	PBOT Street Opening Permit	108	\$17,968	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	108	\$17,968	\$0	\$17,968
A3.4.7	Noise Variance Application	44	\$7,885	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	44	\$7,885	\$0	\$7,885
A3.4.8	ODOT ROW Use Permit Application	66	\$11,330	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	66	\$11,330	\$0	\$11,330
A3.4.9	LUR Materials	156	\$27,522	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	156	\$27,522	\$0	\$27,522
A3.4.10	Construction Waiver Requests	158	\$30,289	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	158	\$30,289	\$0	\$30,289



A3.4.11	Wetland Restoration and Mitigation Plan	154	\$29,753	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$3,849	0	\$0	0	\$0	194	\$33,602	\$192	\$33,794
A3.4.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
<b>A3.5</b>	<b>COBID Program, Equity Steering Committee</b>	<b>376</b>	<b>\$79,238</b>	<b>2</b>	<b>\$474</b>	<b>0</b>	<b>\$0</b>	<b>180</b>	<b>\$45,446</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>130</b>	<b>\$31,496</b>	<b>688</b>	<b>\$156,654</b>	<b>\$3,871</b>	<b>\$160,525</b>
A3.5.1	COBID Program, Equity Steering Committee	376	\$79,238	2	\$474	0	\$0	180	\$45,446	0	\$0	0	\$0	0	\$0	0	\$0	130	\$31,496	688	\$156,654	\$3,871	\$160,525
A3.5.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
<b>A3.6</b>	<b>WZ 01 30% Design Verification</b>	<b>340</b>	<b>\$76,231</b>	<b>12</b>	<b>\$2,850</b>	<b>48</b>	<b>\$8,407</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>12</b>	<b>\$1,506</b>	<b>0</b>	<b>\$0</b>	<b>56</b>	<b>\$8,112</b>	<b>468</b>	<b>\$97,106</b>	<b>\$1,043</b>	<b>\$98,149</b>
A3.6.1	Review 30% design submittal	264	\$56,974	8	\$1,896	40	\$6,602	0	\$0	0	\$0	0	\$0	6	\$753	0	\$0	40	\$5,794	358	\$72,019	\$752	\$72,771
A3.6.2	Design Requirements Verification Meeting - WZ 01	20	\$6,158	4	\$948	8	\$1,805	0	\$0	0	\$0	0	\$0	6	\$753	0	\$0	16	\$2,318	54	\$11,982	\$291	\$12,273
A3.6.3	Stage Gate Committee/TRC	56	\$13,099	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	56	\$13,099	\$0	\$13,099
A3.6.DE	Direct Expenses		\$0		\$6		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$6		\$6
<b>A3.7</b>	<b>WZ 03 30% Design (Pre-Design)</b>	<b>1390</b>	<b>\$289,304</b>	<b>0</b>	<b>\$0</b>	<b>280</b>	<b>\$48,035</b>	<b>0</b>	<b>\$0</b>	<b>8</b>	<b>\$1,112</b>	<b>148</b>	<b>\$44,033</b>	<b>145</b>	<b>\$15,820</b>	<b>0</b>	<b>\$0</b>	<b>448</b>	<b>\$78,572</b>	<b>2419</b>	<b>\$476,876</b>	<b>\$9,250</b>	<b>\$486,126</b>
A3.7.1	Review existing information	206	\$46,021	0	\$0	56	\$8,823	0	\$0	0	\$0	24	\$6,996	6	\$753	0	\$0	56	\$8,853	348	\$71,446	\$1,271	\$72,717
A3.7.2	Design Requirements - WZ 03	56	\$12,409	0	\$0	16	\$2,916	0	\$0	0	\$0	0	\$0	3	\$377	0	\$0	28	\$5,896	103	\$21,598	\$459	\$22,057
A3.7.3	Hydraulic Modeling Data	82	\$14,471	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,685	90	\$16,156	\$84	\$16,240
A3.7.4	Utility As-Builts	44	\$8,395	0	\$0	20	\$2,097	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$5,054	88	\$15,546	\$358	\$15,904
A3.7.5	Field Visit	24	\$5,948	0	\$0	56	\$8,280	0	\$0	0	\$0	24	\$7,352	6	\$753	0	\$0	0	\$0	110	\$22,333	\$819	\$23,152
A3.7.6	30% Design Meetings	173	\$39,810	0	\$0	20	\$4,513	0	\$0	0	\$0	0	\$0	32	\$3,514	0	\$0	56	\$9,588	281	\$57,425	\$881	\$58,306
A3.7.7	30% Design Development	482	\$83,936	0	\$0	60	\$11,001	0	\$0	0	\$0	0	\$0	30	\$2,928	0	\$0	112	\$17,744	684	\$115,609	\$1,584	\$117,193
A3.7.8	Table of Contents for Special Provisions	14	\$3,031	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$435	0	\$0	12	\$1,792	30	\$5,258	\$111	\$5,369
A3.7.9	Preliminary Specialized Specifications (in City format)	35	\$6,181	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$869	0	\$0	48	\$7,168	91	\$14,218	\$402	\$14,620
A3.7.10	30% Construction Cost Estimate	40	\$9,528	0	\$0	12	\$1,802	0	\$0	0	\$0	90	\$26,681	12	\$1,171	0	\$0	12	\$1,792	166	\$40,974	\$1,572	\$42,546
A3.7.11	QA/QC of Deliverables	110	\$27,190	0	\$0	20	\$4,513	0	\$0	0	\$0	0	\$0	24	\$3,013	0	\$0	16	\$3,369	170	\$38,085	\$545	\$38,630

A3.7.12	30% Design Review Workshops (Pre and Post Submittal)	64	\$14,105	0	\$0	8	\$1,805	0	\$0	8	\$1,112	0	\$0	4	\$401	0	\$0	36	\$5,376	120	\$22,799	\$435	\$23,234
A3.7.13	Design Package Submittal	14	\$3,003	0	\$0	12	\$2,285	0	\$0	0	\$0	0	\$0	16	\$1,606	0	\$0	20	\$4,212	62	\$11,106	\$405	\$11,511
A3.7.14	Stage Gate Committee prep and presentation	46	\$13,266	0	\$0	0	\$0	0	\$0	0	\$0	10	\$3,004	0	\$0	0	\$0	20	\$3,477	76	\$19,747	\$324	\$20,071
A3.7.DE	Direct Expenses		\$2,010		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$2,566		\$4,576		\$4,576
<b>A3.8</b>	<b>WZ 01 60% Design</b>	<b>1571</b>	<b>\$320,600</b>	<b>103</b>	<b>\$24,440</b>	<b>256</b>	<b>\$44,142</b>	<b>0</b>	<b>\$0</b>	<b>8</b>	<b>\$1,112</b>	<b>130</b>	<b>\$37,630</b>	<b>170</b>	<b>\$18,388</b>	<b>0</b>	<b>\$0</b>	<b>118</b>	<b>\$17,094</b>	<b>2356</b>	<b>\$463,406</b>	<b>\$7,140</b>	<b>\$470,546</b>
A3.8.1	Respond to 30% Comments	104	\$21,636	8	\$1,896	20	\$3,244	0	\$0	0	\$0	0	\$0	16	\$1,606	0	\$0	0	\$0	148	\$28,382	\$337	\$28,719
A3.8.2	Participate in Value Engineering effort	116	\$27,502	4	\$948	8	\$1,805	0	\$0	0	\$0	0	\$0	16	\$1,606	0	\$0	0	\$0	144	\$31,861	\$218	\$32,079
A3.8.3	Utility Potholing Request	16	\$2,859	2	\$474	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	18	\$3,333	\$24	\$3,357
A3.8.4	Pavement Core Requests	16	\$2,859	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$2,859	\$0	\$2,859
A3.8.5	Utility Conflicts - log and notification letter	24	\$4,370	0	\$0	44	\$5,097	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$2,318	84	\$11,785	\$371	\$12,156
A3.8.6	Develop temporary sewer flow bypassing plan	50	\$9,577	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,159	58	\$10,736	\$58	\$10,794
A3.8.7	Branch Maps	10	\$1,675	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$290	12	\$1,965	\$15	\$1,980
A3.8.8	Site Visit	24	\$5,433	4	\$948	0	\$0	0	\$0	0	\$0	0	\$0	6	\$753	0	\$0	0	\$0	34	\$7,134	\$85	\$7,219
A3.8.9	60% Design Meetings	185	\$41,682	16	\$3,792	48	\$9,139	0	\$0	0	\$0	0	\$0	32	\$3,514	0	\$0	16	\$2,318	297	\$60,445	\$938	\$61,383
A3.8.10	60% Design Development	624	\$115,978	24	\$5,688	98	\$16,918	0	\$0	0	\$0	0	\$0	30	\$2,928	0	\$0	40	\$5,794	816	\$147,306	\$1,566	\$148,872
A3.8.11	60% Special Provisions	150	\$25,612	32	\$7,584	0	\$0	0	\$0	0	\$0	0	\$0	16	\$2,007	0	\$0	0	\$0	198	\$35,203	\$480	\$35,683
A3.8.12	60% Construction Cost Estimate	42	\$10,573	2	\$474	8	\$1,382	0	\$0	0	\$0	110	\$31,622	10	\$954	0	\$0	0	\$0	172	\$45,005	\$1,722	\$46,727
A3.8.13	QA/QC of Deliverables	68	\$18,066	1	\$237	16	\$3,610	0	\$0	0	\$0	0	\$0	24	\$3,013	0	\$0	0	\$0	109	\$24,926	\$343	\$25,269
A3.8.14	Design Review Workshops (Pre and Post Submittal)	112	\$24,402	8	\$1,896	8	\$1,805	0	\$0	8	\$1,112	20	\$6,008	4	\$401	0	\$0	16	\$2,318	176	\$37,942	\$677	\$38,619
A3.8.15	Design Package Submittal	30	\$6,166	2	\$474	6	\$1,142	0	\$0	0	\$0	0	\$0	16	\$1,606	0	\$0	20	\$2,897	74	\$12,285	\$306	\$12,591
A3.8.DE	Direct Expenses		\$2,210		\$29		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$2,239		\$2,239
<b>A3.9</b>	<b>WZ 03 60% Design</b>	<b>1247</b>	<b>\$243,664</b>	<b>0</b>	<b>\$0</b>	<b>268</b>	<b>\$45,340</b>	<b>0</b>	<b>\$0</b>	<b>8</b>	<b>\$1,112</b>	<b>116</b>	<b>\$34,527</b>	<b>170</b>	<b>\$18,388</b>	<b>0</b>	<b>\$0</b>	<b>710</b>	<b>\$114,801</b>	<b>2519</b>	<b>\$457,832</b>	<b>\$10,580</b>	<b>\$468,412</b>
A3.9.1	Respond to 30% Comments	72	\$12,508	0	\$0	24	\$3,603	0	\$0	0	\$0	0	\$0	16	\$1,606	0	\$0	44	\$7,428	156	\$25,145	\$632	\$25,777

A3.9.2	Participate in Value Engineering effort	108	\$25,425	0	\$0	8	\$1,805	0	\$0	0	\$0	0	\$0	16	\$1,606	0	\$0	16	\$3,369	148	\$32,205	\$339	\$32,544
A3.9.3	Utility Potholing Request	14	\$1,964	0	\$0	8	\$839	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$842	26	\$3,645	\$84	\$3,729
A3.9.4	Pavement Core Requests	14	\$1,964	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$842	18	\$2,806	\$42	\$2,848
A3.9.5	Utility Conflicts - log and notification letter	8	\$1,457	0	\$0	44	\$5,097	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	18	\$2,320	70	\$8,874	\$371	\$9,245
A3.9.6	Develop temporary sewer flow bypassing plan	40	\$5,795	0	\$0	0	\$0	0	\$0	0	\$0	6	\$1,838	0	\$0	0	\$0	68	\$9,927	114	\$17,560	\$588	\$18,148
A3.9.7	Branch Maps	28	\$4,085	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$2,742	48	\$6,827	\$137	\$6,964
A3.9.8	Site Visit	12	\$2,144	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$753	0	\$0	0	\$0	18	\$2,897	\$38	\$2,935
A3.9.9	60% Design Meetings	151	\$35,256	0	\$0	48	\$9,139	0	\$0	0	\$0	0	\$0	32	\$3,514	0	\$0	48	\$7,903	279	\$55,812	\$1,028	\$56,840
A3.9.10	60% Design Development	440	\$77,983	0	\$0	98	\$16,918	0	\$0	0	\$0	0	\$0	30	\$2,928	0	\$0	288	\$44,199	856	\$142,028	\$3,202	\$145,230
A3.9.11	60% Special Provisions	98	\$15,608	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$2,007	0	\$0	60	\$8,960	174	\$26,575	\$548	\$27,123
A3.9.12	60% Construction Cost Estimate	34	\$7,764	0	\$0	8	\$1,382	0	\$0	0	\$0	90	\$26,681	10	\$954	0	\$0	16	\$2,267	158	\$39,048	\$1,564	\$40,612
A3.9.13	QA/QC of Deliverables	98	\$25,056	0	\$0	16	\$3,610	0	\$0	0	\$0	0	\$0	24	\$3,013	0	\$0	16	\$3,369	154	\$35,048	\$500	\$35,548
A3.9.14	Design Review Workshops (Pre and Post Submittal)	108	\$21,424	0	\$0	8	\$1,805	0	\$0	8	\$1,112	20	\$6,008	4	\$401	0	\$0	32	\$6,739	180	\$37,489	\$803	\$38,292
A3.9.15	Design Package Submittal	22	\$3,221	0	\$0	6	\$1,142	0	\$0	0	\$0	0	\$0	16	\$1,606	0	\$0	76	\$11,328	120	\$17,297	\$704	\$18,001
A3.9.DE	Direct Expenses		\$2,010		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$2,566		\$4,576		\$4,576
<b>A3.10</b>	<b>WZ 01 90% Design</b>	<b>1093</b>	<b>\$222,024</b>	<b>62</b>	<b>\$14,712</b>	<b>126</b>	<b>\$22,813</b>	<b>0</b>	<b>\$0</b>	<b>4</b>	<b>\$556</b>	<b>44</b>	<b>\$13,360</b>	<b>118</b>	<b>\$12,463</b>	<b>0</b>	<b>\$0</b>	<b>156</b>	<b>\$25,164</b>	<b>1603</b>	<b>\$311,092</b>	<b>\$4,323</b>	<b>\$315,415</b>
A3.10.1	Respond to 60% Comments	64	\$11,523	4	\$948	16	\$2,765	0	\$0	0	\$0	0	\$0	20	\$1,974	0	\$0	0	\$0	104	\$17,210	\$284	\$17,494
A3.10.2	Design Review Workshop	129	\$26,008	4	\$948	8	\$1,805	0	\$0	4	\$556	0	\$0	4	\$401	0	\$0	8	\$1,159	157	\$30,877	\$243	\$31,120
A3.10.3	QA/QC of Deliverables	60	\$15,880	1	\$237	16	\$3,610	0	\$0	0	\$0	0	\$0	24	\$3,013	0	\$0	0	\$0	101	\$22,740	\$343	\$23,083
A3.10.4	90% Design Development	376	\$72,167	4	\$948	64	\$10,092	0	\$0	0	\$0	0	\$0	30	\$2,928	0	\$0	8	\$1,159	482	\$87,294	\$756	\$88,050
A3.10.5	90% Special Provisions	80	\$13,789	6	\$1,422	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,738	0	\$0	40	\$5,794	142	\$22,743	\$448	\$23,191
A3.10.6	90% Construction Cost Estimate	38	\$8,801	2	\$474	4	\$691	0	\$0	0	\$0	44	\$13,360	8	\$803	0	\$0	8	\$1,159	104	\$25,288	\$824	\$26,112
A3.10.7	Design Exceptions Documents	54	\$10,018	0	\$0	4	\$903	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$2,318	74	\$13,239	\$161	\$13,400

A3.10.8	Draft of the Final Technical Memorandum	166	\$28,268	40	\$9,480	8	\$1,805	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	60	\$8,691	274	\$48,244	\$999	\$49,243
A3.10.9	Design Package Submittal	26	\$5,480	1	\$237	6	\$1,142	0	\$0	0	\$0	0	\$0	16	\$1,606	0	\$0	16	\$2,318	65	\$10,783	\$265	\$11,048
A3.10.10	90% Design Meetings	100	\$27,253	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	100	\$27,253	\$0	\$27,253
A3.10.DE	Direct Expenses		\$2,837		\$18		\$0		\$0		\$0		\$0		\$0		\$0		\$2,566		\$5,421		\$5,421
<b>A3.11</b>	<b>WZ 03 90% Design</b>	<b>874</b>	<b>\$169,757</b>	<b>0</b>	<b>\$0</b>	<b>126</b>	<b>\$22,813</b>	<b>0</b>	<b>\$0</b>	<b>4</b>	<b>\$556</b>	<b>44</b>	<b>\$13,360</b>	<b>118</b>	<b>\$12,463</b>	<b>0</b>	<b>\$0</b>	<b>596</b>	<b>\$88,263</b>	<b>1762</b>	<b>\$307,212</b>	<b>\$6,875</b>	<b>\$314,087</b>
A3.11.1	Respond to 60% Comments	54	\$8,225	0	\$0	16	\$2,765	0	\$0	0	\$0	0	\$0	20	\$1,974	0	\$0	26	\$4,373	116	\$17,337	\$456	\$17,793
A3.11.2	Design Review Workshop	113	\$22,243	0	\$0	8	\$1,805	0	\$0	4	\$556	0	\$0	4	\$401	0	\$0	32	\$6,739	161	\$31,744	\$475	\$32,219
A3.11.3	QA/QC of Deliverables	84	\$21,774	0	\$0	16	\$3,610	0	\$0	0	\$0	0	\$0	24	\$3,013	0	\$0	16	\$3,369	140	\$31,766	\$500	\$32,266
A3.11.4	90% Design Development	306	\$48,232	0	\$0	64	\$10,092	0	\$0	0	\$0	0	\$0	30	\$2,928	0	\$0	201	\$28,695	601	\$89,947	\$2,086	\$92,033
A3.11.5	90% Special Provisions	10	\$2,403	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,738	0	\$0	49	\$7,378	75	\$11,519	\$456	\$11,975
A3.11.6	90% Construction Cost Estimate	34	\$7,731	0	\$0	4	\$691	0	\$0	0	\$0	44	\$13,360	8	\$803	0	\$0	17	\$2,845	107	\$25,430	\$885	\$26,315
A3.11.7	Design Exceptions Documents	41	\$6,864	0	\$0	4	\$903	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	41	\$5,694	86	\$13,461	\$330	\$13,791
A3.11.8	Draft of the Final Technical Memorandum	114	\$18,873	0	\$0	8	\$1,805	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	137	\$17,825	259	\$38,503	\$982	\$39,485
A3.11.9	Design Package Submittal	10	\$1,353	0	\$0	6	\$1,142	0	\$0	0	\$0	0	\$0	16	\$1,606	0	\$0	77	\$11,345	109	\$15,446	\$705	\$16,151
A3.11.10	90% Design Meetings	108	\$30,049	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	108	\$30,049	\$0	\$30,049
A3.11.DE	Direct Expenses		\$2,010		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$2,010		\$2,010
<b>A3.12</b>	<b>CM/GC and Designer Integration</b>	<b>2330</b>	<b>\$619,052</b>	<b>12</b>	<b>\$2,844</b>	<b>48</b>	<b>\$10,831</b>	<b>0</b>	<b>\$0</b>	<b>4</b>	<b>\$682</b>	<b>114</b>	<b>\$35,634</b>	<b>28</b>	<b>\$2,910</b>	<b>0</b>	<b>\$0</b>	<b>116</b>	<b>\$24,428</b>	<b>2652</b>	<b>\$696,381</b>	<b>\$3,867</b>	<b>\$700,248</b>
A3.12.1	Support for GMP	314	\$88,420	2	\$474	0	\$0	0	\$0	0	\$0	20	\$6,542	0	\$0	0	\$0	0	\$0	336	\$95,436	\$351	\$95,787
A3.12.2	Construction staging, sequencing, packaging	368	\$108,663	0	\$0	0	\$0	0	\$0	0	\$0	20	\$6,364	0	\$0	0	\$0	0	\$0	388	\$115,027	\$318	\$115,345
A3.12.3	Evaluate Contractor alternate proposals	740	\$190,359	6	\$1,422	0	\$0	0	\$0	0	\$0	26	\$8,024	0	\$0	0	\$0	44	\$9,266	816	\$209,071	\$936	\$210,007
A3.12.4	Constructability and Risk Meetings	908	\$231,610	4	\$948	48	\$10,831	0	\$0	4	\$682	48	\$14,704	28	\$2,910	0	\$0	72	\$15,162	1112	\$276,847	\$2,262	\$279,109
A3.12.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
<b>A3.13</b>	<b>WZ 01 Final Design</b>	<b>610</b>	<b>\$116,856</b>	<b>15</b>	<b>\$3,555</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>88</b>	<b>\$9,404</b>	<b>0</b>	<b>\$0</b>	<b>72</b>	<b>\$10,430</b>	<b>785</b>	<b>\$140,245</b>	<b>\$1,170</b>	<b>\$141,415</b>
A3.13.1	Respond to 90% Comments	104	\$19,578	4	\$948	0	\$0	0	\$0	0	\$0	0	\$0	20	\$1,974	0	\$0	8	\$1,159	136	\$23,659	\$204	\$23,863

A3.13.2	QA/QC of Deliverables	36	\$9,409	1	\$237	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,507	0	\$0	0	\$0	49	\$11,153	\$87	\$11,240
A3.13.3	Final Plans	164	\$30,631	2	\$474	0	\$0	0	\$0	0	\$0	0	\$0	30	\$3,063	0	\$0	40	\$5,794	236	\$39,962	\$467	\$40,429
A3.13.4	Final Special Provisions	42	\$8,447	2	\$474	0	\$0	0	\$0	0	\$0	0	\$0	14	\$1,656	0	\$0	0	\$0	58	\$10,577	\$107	\$10,684
A3.13.5	Complete Bid Book	38	\$7,141	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,204	0	\$0	8	\$1,159	58	\$9,504	\$118	\$9,622
A3.13.6	Final Design Technical Memorandum	108	\$19,737	4	\$948	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,159	120	\$21,844	\$105	\$21,949
A3.13.7	Final Review Comments	118	\$21,913	2	\$474	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,159	128	\$23,546	\$82	\$23,628
A3.13.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
<b>A3.14</b>	<b>WZ 03 Final Design</b>	<b>396</b>	<b>\$70,359</b>	<b>0</b>	<b>\$0</b>	<b>48</b>	<b>\$9,563</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>116</b>	<b>\$12,786</b>	<b>0</b>	<b>\$0</b>	<b>349</b>	<b>\$55,089</b>	<b>909</b>	<b>\$147,797</b>	<b>\$3,745</b>	<b>\$151,542</b>
A3.14.1	Respond to 90% Comments	86	\$14,493	0	\$0	8	\$1,382	0	\$0	0	\$0	0	\$0	24	\$2,343	0	\$0	10	\$2,106	128	\$20,324	\$292	\$20,616
A3.14.2	QA/QC of Deliverables	46	\$11,525	0	\$0	8	\$1,805	0	\$0	0	\$0	0	\$0	12	\$1,507	0	\$0	16	\$3,369	82	\$18,206	\$334	\$18,540
A3.14.3	Final Plans	110	\$19,008	0	\$0	24	\$4,570	0	\$0	0	\$0	0	\$0	30	\$3,063	0	\$0	223	\$31,135	387	\$57,776	\$1,938	\$59,714
A3.14.4	Final Special Provisions	30	\$4,789	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	14	\$1,656	0	\$0	9	\$1,895	53	\$8,340	\$178	\$8,518
A3.14.5	Complete Bid Book	22	\$3,424	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,204	0	\$0	41	\$5,694	75	\$10,322	\$345	\$10,667
A3.14.6	Final Design Technical Memorandum	40	\$6,058	0	\$0	4	\$903	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	41	\$6,429	85	\$13,390	\$367	\$13,757
A3.14.7	Final Review Comments	62	\$9,052	0	\$0	4	\$903	0	\$0	0	\$0	0	\$0	24	\$3,013	0	\$0	9	\$1,895	99	\$14,863	\$291	\$15,154
A3.14.DE	Direct Expenses		\$2,010		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$2,566		\$4,576		\$4,576
<b>A3.15</b>	<b>Construction Phase Supports</b>	<b>1756</b>	<b>\$355,389</b>	<b>92</b>	<b>\$21,863</b>	<b>72</b>	<b>\$12,017</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>120</b>	<b>\$38,539</b>	<b>72</b>	<b>\$7,632</b>	<b>206</b>	<b>\$27,338</b>	<b>40</b>	<b>\$8,423</b>	<b>2358</b>	<b>\$471,201</b>	<b>\$5,788</b>	<b>\$476,989</b>
A3.15.1	Attend Preconstruction Conference	16	\$4,378	4	\$948	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$5,326	\$47	\$5,373
A3.15.2	Field Visits	192	\$40,755	40	\$9,480	0	\$0	0	\$0	0	\$0	4	\$1,344	8	\$803	66	\$7,885	0	\$0	310	\$60,267	\$976	\$61,243
A3.15.3	Review Submittals	252	\$51,254	16	\$3,792	32	\$5,529	0	\$0	0	\$0	40	\$13,439	20	\$1,908	30	\$4,408	40	\$8,423	430	\$88,753	\$1,875	\$90,628
A3.15.4	Respond to RFIs	260	\$54,186	12	\$2,844	40	\$6,488	0	\$0	0	\$0	0	\$0	20	\$1,908	30	\$4,408	0	\$0	362	\$69,834	\$782	\$70,616
A3.15.5	Attend construction progress meetings	164	\$35,074	6	\$1,422	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	170	\$36,496	\$71	\$36,567
A3.15.6	Prepare Design Clarifications and modify contract documents	216	\$41,069	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	216	\$41,069	\$0	\$41,069
A3.15.7	Review field directed changes	228	\$44,619	2	\$474	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	230	\$45,093	\$24	\$45,117
A3.15.8	Evaluate CM/GC Cost Proposals and change orders	268	\$51,848	2	\$474	0	\$0	0	\$0	0	\$0	60	\$18,380	0	\$0	12	\$2,359	0	\$0	342	\$73,061	\$1,061	\$74,122

A3.15.9	Provide periodic construction observations and reports	160	\$28,482	10	\$2,370	0	\$0	0	\$0	0	\$0	16	\$5,376	24	\$3,013	68	\$8,278	0	\$0	278	\$47,519	\$952	\$48,471
A3.15.DE	Direct Expenses		\$3,724		\$59		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$3,783		\$3,783
<b>A3.16</b>	<b>Traffic Engineering and Management</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>554</b>	<b>\$68,684</b>	<b>0</b>	<b>\$108</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>554</b>	<b>\$68,792</b>	<b>\$3,428</b>	<b>\$72,220</b>
A3.16.1	Transportation Management Plan (TMP)	0	\$0	0	\$0	0	\$0	0	\$0	130	\$15,718	0	\$0	0	\$0	0	\$0	0	\$0	130	\$15,718	\$786	\$16,504
A3.16.2	Traffic Control Plans (TCP)	0	\$0	0	\$0	0	\$0	0	\$0	424	\$52,858	0	\$0	0	\$0	0	\$0	0	\$0	424	\$52,858	\$2,642	\$55,500
A3.16.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$108		\$108		\$0		\$0		\$0		\$216		\$216
<b>A3.17</b>	<b>Maintenance Strategy and Operations Support</b>	<b>16</b>	<b>\$4,856</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>16</b>	<b>\$4,856</b>	<b>\$0</b>	<b>\$4,856</b>
A3.17.1	Maintenance Strategy and Operations Support	16	\$4,856	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$4,856	\$0	\$4,856
A3.17.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
MARKUP	5% Markup on Subs																				\$76,579		
<b>Task Totals</b>		<b>14959</b>	<b>\$3,201,656</b>	<b>360</b>	<b>\$85,485</b>	<b>1866</b>	<b>\$324,169</b>	<b>211</b>	<b>\$53,273</b>	<b>699</b>	<b>\$89,246</b>	<b>758</b>	<b>\$228,110</b>	<b>1143</b>	<b>\$123,203</b>	<b>1282</b>	<b>\$287,717</b>	<b>2875</b>	<b>\$480,866</b>	<b>24153</b>	<b>\$4,950,304</b>	<b>\$76,578</b>	<b>\$4,950,303</b>





## **Heron Terms and Conditions of Use**

### SECTION 1      PURPOSE

The City of Portland, Bureau of Environmental Services (BES) utilizes a cloud-based platform (Heron) to assist in tracking work performed on Capital Improvement Projects (CIP) and certain non-Capital Improvement Projects (non-CIP).

Use of Heron is required for this Contract and Contractor agrees to adhere to the Terms and Conditions of Use found in this Exhibit.

Failure to adhere to these Terms may result in a Material Breach of Contract.

### SECTION 2      DEFINITIONS

Scope. The following Definitions are specific to this Exhibit F and apply only to the terms found therein.

“Authorized User(s)” Identified Contractor staff who have undergone appropriate Heron training and been issued a username and password.

“Confidential Information” means any information that is disclosed in written, graphic or machine-recognizable form and is marked or labeled at the time of disclosure as being Confidential or its equivalent, or, if the information is in verbal or visual form, it is identified as Confidential or proprietary at the time of disclosure, or a reasonable time thereafter. Information shall always be considered Confidential Information, whether or not it is marked or identified as such, if it is described by one or more of the following categories: (1) non-public financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Information Protection Act; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.345(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) information which is exempt from disclosure per Oregon Public Records Law; (6) attorney/client privileged communications; (7) information which is exempt per federal laws (including but not limited to copyright, HIPAA); and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes, Customizations, Configurations, Updates, Upgrades; and any Documentation. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already lawfully known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Price Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party, as shown by reasonable written documentation, without breach of this Price Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

“Electronic Document” The electronic form or image of project communications that can be stored on and retrieved from an electronic storage device through a collaboration system over the Internet, including all written and graphic products produced with computer software or converted to electronic form or electronic image by computer software. All scanned Electronic Documents must be formatted in Portable Document Format (PDF).

“Heron” A web-based project management and collaboration system currently hosted on the e-Builder platform which facilitates real-time communication of project data, documents, and project information to assist in the management of BES projects.

“Secure Documents” A secure form of the original or created electronic document that communicates the content and information of the original document and prevents alteration of the original document.

### SECTION 3      TERMS AND CONDITIONS OF USE

#### 3.1      Access to Heron.

3.1.1      No Warranty or Guarantee of Access. The City does not warranty or guarantee access to Heron. It is the responsibility of Contractor to notify the City in the event of Heron access issues and unexpected downtime. The City will make a good faith effort to inform Contractor of any schedule downtime or unexpected technical issues which may impact use but does not guarantee notice.

3.1.2      Authorized Users. Contractor shall ensure that only Authorized Users are allowed to access Heron. Sharing of usernames and passwords is strictly forbidden.




Exhibit F – Heron Terms and Condition of Use

- 3.1.2.1 Termination of Access. The City reserves the right to terminate an Authorized User at its sole discretion with no notice to Contractor. Contractor will notify City within one (1) Business Day of any Authorized User who no longer meets the criteria of an Authorized User or whose access needs to be terminated (e.g. resignation or termination of employment).
- 3.1.2.2 Training. All Contractor staff who access Heron are required to attend a minimum of one (1) hour of training prior to being issued a username and password. As required, Contractor will make staff available for additional required trainings through the life of this Contract as may be deemed necessary (e.g., new requirements training, corrective action for improper use, etc.).
  - 3.1.2.2.1 Location. Training will take place at a location as directed by the City or via video conferencing or telepresence (e.g., Microsoft Teams, Zoom, or other telepresence software).
  - 3.1.2.2.2 Waiver. Contractor staff who have attend training in the previous two (2) years and have an active Heron account may request a waiver for the training requirements listed above. This waiver is granted at the sole discretion of the City.
- 3.1.2.3 Point of Contact. Contractor will identify one Authorized User as a point of contact for Heron related issues and concerns within ten (10) Business Days of Contract execution.
- 3.1.3 Minimum Technology Standards. To access Heron, Contractor will ensure that Authorized Users are provided computer and software technology which meets or exceeds the following minimum standards.
  - 3.1.3.1 Operating System. Microsoft Windows 7 or later; Mac OS X v 10.8 or later.
  - 3.1.3.2 Client Browser. Internet Explorer 11; Google Chrome 29.01 or later; Mozilla Firefox 35.01 or later; Safari 6.0.4 or later; Safari for iOS mobile v6.1 or later; Microsoft Edge, Google Chrome for iOS; Google Chrome for Android.
  - 3.1.3.3 Internet Connection. Broadband internet connection recommended.
  - 3.1.3.4 Updates to Minimum Technology Standards. Updates to the Minimum Technology Standards listed will be shared in writing with all Authorized Users a minimum of thirty (30) Calendar Days prior to implementation. It is the responsibility of Contractor to ensure that Authorized Users receive appropriate updates and equipment to meet any updated standard.
- 3.2 Project Communications. Contractor will utilize Heron to report work progress and communicate project updates to the City’s Project Manager. Examples of specific reportable items include: formal project communications, project documentation, and other required reports.
- 3.3 Invoicing. Contractor will utilize Heron to submit invoicing and status reporting as outlined in the Contract.
- 3.4 Document Management. Contractor will ensure that documents are attached to the appropriate Heron process. All documents will be in the form of an Electronic Document unless otherwise directed by the City’s Project Manager.
- 3.5 Amendments, Task Orders, and Change Orders. Amendments, Task Orders, and Change Orders may be sent via Heron as Secure Documents for signature. Signature by Contractor is binding once returned.
- 3.6 Confidential Information. Material which contains Confidential Information is prohibited from being uploaded to Heron.
- 3.7 Alternative Work Product Submissions.
  - 3.7.1 Physical Submission. Specific work products (e.g., notarized document) may be required to be submitted in physical form. Any product which must be submitted physically is defined in the Contract or will be defined on issued Task Order(s).

Exhibit F – Heron Terms and Condition of Use

- 3.7.2 System Downtime. In the event Heron is unavailable, Contractor shall continue to perform work and maintain records until such time as Heron becomes available. Once available, Contractor shall upload any records which are germane to the work being performed.
- 3.8 Modification or Discontinuation of Heron Services. The City reserves the right to modify or discontinue use of Heron at any time. Contractor will be provided notice of modification or discontinuation 1) upon notice due to exigent circumstances or Force Majeure event, or 2) thirty (30) Calendar Days prior to modification or discontinuation.

Exhibit G: SAMPLE CHANGE ORDER

	BUREAU NAME	LOGO
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CHANGE ORDER

Consultant		Project Title	
Contract No.		Change Order No.	*SAMPLE*
Contract Date		Change Order Date	

Select	Type	Description and Reason for Change	Modification to:
<input type="checkbox"/>	Time		Project Schedule and/or Contract
<input type="checkbox"/>	Scope or Specifications		Statement of Work Acceptance Requirements
<input type="checkbox"/>	Deliverables		Statement of Work Acceptance Requirements
<input type="checkbox"/>	Price		Statement of Work and/or Contract
<input type="checkbox"/>	Terms and Conditions		Request Amendment to Contract
<input type="checkbox"/>	Other		

1. Additional time is necessary and the Project Schedule for the Statement of Work or a specific Deliverable is hereby extended through (DATE) or modified as shown on the attached Project Schedule.
2. Additional work or a change in work or Specifications is necessary. For example, changes to the Statement of Work, Deliverables and/or the Acceptance.
3. A price adjustment is necessary for the following Deliverables. These changes will NOT affect the total not-to-exceed value of the Contract. For example, price changes that show the original price and the modified price.
4. An Amendment to the Contract is requested for the following reasons. For example, any change to the total value of the Contract, the term or ending date of the Contract, or the Contract terms and conditions requires an Amendment.

The Change Order is subject to the terms and conditions of the above-referenced Contract.

The rest of the Statement of Work shall remain unchanged and in full force and effect.

CITY OF PORTLAND      CONTRACTOR

Authorized Signature      Date      Authorized Signature      Date

Printed Name      Printed Name

City Project Manager

Title      Title