

DESIGN SERVICES CONTRACT

CITY OF PORTLAND

CONTRACT NUMBER 30008561

SHERIDAN TRUNK WORK ZONE 1/5 SEWER REALIGNMENT

As authorized by 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 Jacobs Associates, Inc. a California Corporation dba Delve Underground, ("Consultant").

Effective Date and Term

This Contract shall commence on the Effective Date, _____ [INSERT EFFECTIVE DATE] and shall continue in full force and effect until [INSERT END DATE] or such other date on the Contract is terminated or extended pursuant to the terms of this Contract ("Term").

Consideration

- (a) City agrees to pay Consultant a sum not to exceed one million four hundred fifty-eight thousand eight hundred ninety-two Dollars (\$1,458,892.36) 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): Jacobs Associates, Inc. a California Corporation dba Delve Underground

Address: 2000 SW 1st Ave, Suite #410 Portland, Oregon 97201

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

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the 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 29 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.

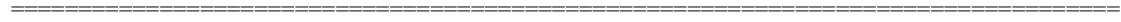
33) Force Majeure

- (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) Attachments

The following attachments are incorporated into this Contract.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Compensation
- (c) Exhibit C – Consultant's Billing Rates
- (d) Exhibit D – Project Predesign Documents



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

Jacobs Associates, Inc. a California Corporation dba Delve Underground

BY: _____ Date: _____

Name: _____

Title: _____

CONTRACT NUMBER: 30008561

CONTRACT TITLE: Sheridan Trunk Work Zone 1/5 Sewer Realignment

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

Statement of Work

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

For City of Portland:	For Consultant:
Name: Kurt Robinson	Name: Matt Bartlett
Title: Large Diameter Sewer Rehabilitation Program Manager	Title: Project Manager
Address: 1120 SW 5 th Avenue, 7 th Floor	Address: 2000 SW 1 st Ave, Suite #410
City, State: Portland, Oregon	City, State: Portland, OR 97201
e-mail: kurt.robinson@portlandoregon.gov	Email: Bartlett@delveunderground.com
Copy to: DL Thomas	Copy to: Mark Havekost, Principal-in-Charge
Dawan.thomas@portlandoregon.gov	havekost@delveunderground.com

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

This subtask involves management of Consultant’s project team, project scheduling and cost control, project quality control, change management, risk management, value engineering, coordination of work with City staff, progress meetings, reporting and invoicing, and all other support required for successful management of the design, procurement and construction of the project. Specific tasks include:

- 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, Reports, Design Documents, Final sealed engineered deliverables, and design documents issued for procurement. The team will also consist of other designated City staff and the construction contractor.
- 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 Work Plan and project schedule throughout the project design phase. Utilize a Gantt chart on the Microsoft ® Project platform to track progress. Update each subtask percent complete on a regular basis and prior to each progress meeting. Submit notice of scope change to PM and obtain approval prior to performing out of scope services/work. Update the PWP, budget and schedule, when necessary to reflect the current scope and project status.
- 1.1.4. Meet with the City project team at a kickoff meeting to review the Project Work Plan and confirm the scope of work, project schedule, and approach.
- 1.1.5. Prepare and submit monthly invoices for progress payments, including monthly progress report, monthly subconsultant payment and utilization reports. Monthly invoice format must be pre-approved by the City PM to facilitate project progress controls.
- 1.1.6. Document and track project decisions and risks and manage change commensurate with project risks.
- 1.1.7. Report or meet regularly with the City’s PM and DM to review status of activities and deliverables in progress, activities planned for next reporting period, project risks, decisions, and potential changes. Record minutes at each special topic, project, or progress meeting. Provide the PM minutes from previous meetings with action items and pending/new staff assignments within 1 week of progress meetings. Teleconferencing on a virtual platform, such as Microsoft Teams, is preferred for regular check in meetings with the City.
- 1.1.8. Support the City PM in change management processes required to obtain governance approval of changes to the project scope and schedule identified throughout the project.
- 1.1.9. Manage and coordinate resources and sub-consultants to provide quality-assured deliverables within the approved project schedule and budget.
- 1.1.10. Prepare the Project Work Plan to document communication approach, tools, Quality Assurance/Quality Control (QA/QC) procedures, project risks, project team and other necessary project implementation procedures and information. Implementation of QA/QC is included in the project phases for deliverables.
- 1.1.11. Monitor the progress toward meeting the aspirational goals of utilizing Certification Office for Business Inclusion and Diversity (COBID) certified subconsultants, which shall be reported to the City in the monthly progress report. Meet with the City PM to review the status, issues, and performance of COBID certified subconsultants monthly.
- 1.1.12. Provide City PM with a revised scope of work and level of effort for Construction Phase Support following the 90% Design milestone.

1.2. Design

This subtask involves reviewing owner-provided design materials for the Sheridan Trunk Work Zone 1/5 Sewer Realignment (Project) listed in Exhibit D, incorporating the design materials to perform engineering services as necessary to further develop the design of the Project, delivering design deliverables at each percent-complete milestone, and preparing final design documents for design-bid-build contracting. Throughout Design, perform internal QA/QC and constructability reviews on each design submittal at each design milestone. Internal QA/QC comments shall be addressed before submitting each design submittal to the City for review. Catalog and identify constructability issues identified as part of the constructability review and provide to the PM for review. Compile and respond to the City's review comments on each design submittal and address them in subsequent design submittals. Maintain a comment and response log throughout the design process. Complete and maintain copies of all calculations, specifications, and drawings necessary for detailed design of pipelines, shafts, vortex drop, required shoring systems, traffic control, full and permanent restoration of private and public rights-of-way surface elements - removed or otherwise disturbed by construction- including, but not limited to, sidewalks, curbs, driveways, pavement and vegetated areas. Furnish engineering calculations to the PM upon request. Schedule and facilitate team workshop meetings to present design recommendations, solicit team input, discuss design modifications and alternatives, and receive direction, as necessary. Schedule and facilitate milestone design review meetings to discuss and clarify review comments. Design Phase subtasks include:

1.2.1. Design Verification

- 1.2.1.1. Review owner-provided design documents including engineering reports and construction drawings. Provide a Pre-design Report to that summarizes findings of Design Verification. Highlight and report all omissions or required changes in order to complete the 60% design.

1.2.2. 60% Design

- 1.2.2.1. Prepare construction drawings to be in accordance with BES AutoCAD standards and submit in both AutoCAD and PDF format.
- 1.2.2.2. Design a passive tangential hydraulic vortex drop structure with a hydraulic capacity of approximately 200 cfs, and based on owner-provided inflow hydrographs/flow rates, to 60% complete.
- 1.2.2.3. Design the structural rehabilitation of a 40-inch diameter monolithic concrete sewer pipeline with a cured-in-place pipe lining, to 60% complete.
- 1.2.2.4. Prepare 60% complete construction specifications according to City of Portland Standards using the APWA 10-Part format.
- 1.2.2.5. Update the owner-provided 60% construction cost estimate according to the AACEI 3 Class Engineer's Opinion of Construction Cost, and shall include itemized bid quantities suitable for bidding and a risk-based recommendation for project contingency and management reserve as appropriate. Correlate all bid items to construction specifications measurement and payment.

1.2.3. 90% Design

- 1.2.3.1. Prepare 90% construction drawings, construction specifications, engineers' construction cost estimate, draft bid book, and draft Final Design Report. Cost estimate shall be a detailed AACEI 2 Class Engineer's Opinion of Construction Cost. Provide a risk-based recommendation for project contingency and management reserve as appropriate.

1.2.4. 100% Design

- 1.2.4.1. Prepare sealed Final Design Submittals as described in Part I, Section B.5. Deliverables below. Provide clarifications and make changes as required to address comments from City and permitting agencies and prepare final Bidding Documents.
- 1.2.4.2. Collaborate with the City PM to complete the Final Design Report.

1.2.5. Geotechnical Engineering and Environmental Characterization

- 1.2.5.1. Plan, coordinate with BES Material Testing Laboratory (MTL), and report results of supplemental geotechnical/environmental explorations as necessary to characterize unknown subsurface conditions.
- 1.2.5.2. BES MTL will perform any geotechnical explorations required during Design.
- 1.2.5.3. BES will perform any environmental monitoring/testing required during Design.
- 1.2.5.4. Prepare a Geotechnical Baseline Report conforming to the ASCE MOP 154.

1.2.6. Electrical-mechanical design is not anticipated.

1.3. Permitting and Easement Support

This subtask involves identifying all permits and easements required for design and construction of the project, and, supporting preparation of permit application and easement recording documents. This subtask includes assisting City ROW agent in their efforts to document easement conditions. Permitting and easement support subtask work also includes the following:

- 1.3.1. Verify permits and/or permit/code variances required for design and construction of the project with Bureau of Development Services (BDS). Report and incorporate associated timelines into the project schedule. Prepare for and participate in meetings with BDS to identify permitting constraints and land use review requirements based on the 60% verified and updated design drawings and construction specifications.
- 1.3.2. Develop a permitting matrix identifying the regulatory citation, facilities or construction items to be permitted, permit type, data needs, primary contacts of project team and administering agency, and timeline for obtaining each permit.
- 1.3.3. Prepare and finalize all documents needed for permit application and assist the City to coordinate with regulatory agencies and project stakeholders.

Exhibit A – Statement of Work

- 1.3.4. Address review comments from regulatory agencies on permit application, revise and resubmit applications as necessary, and obtain (construction phase) permits and approvals on the City's behalf prior to construction advertising.
- 1.3.5. Coordinate with City staff to participate in identifying and describing Permanent Utility Easements (PUE's) and Temporary Construction Easements (TCE's).
- 1.3.6. Respond to Contractor's requests as needed for development of a construction staging, sequencing, and packaging plan by the Contractor, and identify site features or facilities that may require additional field investigation by the Contractor to verify conditions, locations of features.
- 1.3.7. Support preparing documents necessary for recording PUE's and TCE's.
- 1.4. Land and Utility Surveying
This subtask involves providing professional land and utility surveying services for the purpose of design, documenting easements and staking construction elements. Survey services include:
 - 1.4.1. Prepare legal (survey) descriptions and exhibits for recording PUE's.
 - 1.4.2. Prepare construction limits exhibits and legal descriptions for use in negotiating TCE's with property owners and agencies, including Oregon Health Sciences University and Portland Parks and Recreation.
 - 1.4.3. Provide staking of construction elements, as required.
- 1.5. Public Involvement
This subtask involves public involvement, community engagement and outreach services to keep the general public, businesses, and effected property owners informed about the project during the design, procurement, and construction phases. This work also entails close coordination and collaboration with the BES Public Involvement team when communicating externally about the project. Also, assist PBOT Rights-of-Way staff when communicating with property owners prior to, and during, negotiations for access to private property during design and construction, and, Parks and Recreation staff during non-park use permitting and Duniway Park restoration planning and design.
 - 1.5.1. Prepare a Public Involvement Plan and maintain an outreach directory of stakeholders.
 - 1.5.2. Broadcast project updates to stakeholders via mailers or other means, as necessary.
 - 1.5.3. Meet with stakeholders as required and communicate project information on behalf of the City.
 - 1.5.4. Engage with PBOT ROW staff prior to and during easement and access negotiations.
 - 1.5.5. Engage with the landscape architect subconsultant, Parks staff and inform community groups during the non-park use permit application process and landscape restoration planning and design.
 - 1.5.6. Organize and facilitate public meeting(s) to present the construction plan, schedule, and anticipated impacts.
- 1.6. Construction Vendor Outreach and Advertising Support
This subtask involves preparing materials to inform qualified regional construction vendors about the upcoming construction project prior to bidding in order to invite inclusive competition during the bid phase and to mitigate potential construction mobilization delays.
 - 1.6.1. Prepare materials for review by City PM and City procurement staff.
 - 1.6.2. Perform outreach and provide feedback to City PM.
 - 1.6.3. Prepare Vendor Outreach Memo to summarize results of vendor outreach effort.
 - 1.6.4. Review bidder questions and RFI's and support City preparation of Addenda if necessary.
- 1.7. Construction Phase Support
This subtask involves review/response of contractor submittals, conducting review/response of Contractor alternate cost reduction proposals, and adapting plans to design changes, such as change of site conditions, that arise during construction, and performing other design and construction engineering support activities requested by City Staff. Construction Phase Support subtask work also includes the following:
 - 1.7.1. Attend field visits as requested by the City.
 - 1.7.2. Perform the duties of the Professional Engineer of Record.
 - 1.7.3. Review submittals for conformance with the plans, specifications, and design intent.
 - 1.7.4. Evaluate and respond to Requests for Information.
 - 1.7.5. Identify and make changes to design documents, if required.
 - 1.7.6. Attend construction progress meetings as requested by the City.
 - 1.7.7. Prepare design clarifications to modify the contract documents sealed by the Engineer of Record, if required.
 - 1.7.8. Assist the City for review of field directed changes, if required.
 - 1.7.9. Provide periodic construction observation, as requested by the City, and as required by permits.
 - 1.7.10. Evaluate Contractor's cost proposals, change order requests, and notices of change, as requested by the City.
 - 1.7.11. Perform as-built survey of completed work.
- 1.8. Facility Startup and Operation Support
This subtask involves documenting as-built constructed elements, noting design revisions, and verifying system performance meets design intent.
 - 1.8.1. Prepare and provide close-out documentation and certifying as-built drawings.
 - 1.8.2. Assist City PM and construction manager in preparing the Final Project Report.

2. DELIVERABLES AND SCHEDULE:

2.1. Project Management

Exhibit A – Statement of Work

- 2.1.1. Draft Project Work Plan and Design Schedule: _____ NTP plus 30 days
- 2.1.2. Team Progress Meetings and Minutes _____ Monthly
- 2.1.3. Status Report Email Message: _____ Weekly

- 2.2. Design Phase
 - 2.2.1. Design Verification
 - 2.2.1.1. Workshop and Design Review Meeting: _____ As necessary
 - 2.2.1.2. Predesign Report (Design Verification): _____ NTP plus 90 days
 - 2.2.2. 60% Design
 - 2.2.2.1. Workshop and Design Review Meeting _____ As necessary
 - 2.2.2.2. 60% Design (Plans, Specs, Estimate, PDR): _____ NTP plus 120 days
 - 2.2.3. 90% Design
 - 2.2.3.1. Workshop and Design Review Meeting _____ As necessary
 - 2.2.3.2. 90% Bid Book, Estimate, Draft FDR: _____ NTP plus 210 days
 - 2.2.4. 100% Design
 - 2.2.4.1. Workshop and Design Review Meeting _____ As necessary
 - 2.2.4.2. 100% Bid Documents and FDR _____ NTP plus 300 days
 - 2.2.5. Geotechnical Engineering and Environmental Characterization
 - 2.2.5.1. Workshop and Design Review Meeting _____ As necessary
 - 2.2.5.2. Supplemental Field Investigation Plan and Schedule (TM): _____ NTP plus 90 days
 - 2.2.5.3. Supplemental Geotechnical Data Report: _____ NTP plus 180 days
 - 2.2.5.4. Draft and Final Geotechnical Baseline Report: _____ NTP plus 210 days

- 2.3. Permitting and Easements
 - 2.3.1. Permit and Easement Matrix: _____ NTP plus 90 days
 - 2.3.2. LUR Application: _____ 180 days prior to bidding
 - 2.3.3. NPUP Application: _____ 90 days prior to bidding

- 2.4. Survey
 - 2.4.1. Legal Descriptions for TCE(s) and Easements: _____ NTP plus 210 days

- 2.5. Public Involvement
 - 2.5.1. Public Involvement Workplan: _____ NTP plus 90 days
 - 2.5.2. Public Meetings: _____ As necessary
 - 2.5.3. Stakeholder Mailers: _____ As necessary

- 2.6. Construction Vendor Outreach and Advertising Support
 - 2.6.1. Vendor Outreach Memo: _____ 60 days prior to bidding

- 2.7. Construction Support
 - 2.7.1. Progress Meetings: _____ Weekly
 - 2.7.2. Survey during construction: _____ As necessary
 - 2.7.3. Submittal Reviews: _____ As necessary
 - 2.7.4. As-built survey: _____ Substantial Completion plus 30 days

- 2.8. Facility Startup and Operations
 - 2.8.1. Closeout Documentation: _____ Substantial Completion plus 30 days

3. CONSULTANT KEY PERSONNEL

The Consultant shall assign the following Key Personnel to do the work in the capacities designated and agrees not to substitute these personnel while working on the Contract without the express approval of the City, which approval shall not unreasonably be withheld:

NAME	ROLE ON PROJECT	
Mark Bartlett	Project Manager	Delve Underground
Mark Havekost	Principal-in-Charge	Delve Underground
Yuxin (Wolfe) Lang	Lead Geotechnical Engineer	Delve Underground
Ed Wicklein	Vortex Drop Design	Carollo Engineers, Inc.
Rob Lee	Collection System/ CIPP Rehab Lead	Leeway Engineering Solutions

4. SUBCONSULTANTS

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

Exhibit A – Statement of Work

NAME	ROLE ON PROJECT	COBID CERTIFICATION	SUBCONTRACT AMOUNT
Carollo Engineers, Inc.	Vortex Drop Design		9.9%
Leeway Engineering Solutions	Local Conveyance/CIPP Rehab Design	#12476	17.3%
Mayer/Reed, Inc.	Landscape Architecture	#957	8.1%
Coles + Betts Environmental Consulting, LLC	Environmental Characterization	#9832	0.9%
JLA Public Involvement	Public Engagement	#736	10.4%
Emerio Design, LLC	Land Survey and Design	#5611	9.0%

Total subcontracting to COBID certified firms on this Contract is estimated to be 45.7% of the Total Not to Exceed amount.

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.

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>.

COMPENSATION

The maximum that the Consultant will be paid for the work on this Contract is \$1,458,892.36 (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	\$162,900.32
2A	Design Verification	\$148,303.13
2B	60% Design	\$164,375.46
2C	90% Design	\$365,256.94
2D	100% Design and Construction Bid Documents	\$200,444.68
2E	Geotechnical and Environmental	\$61,736.50
3	Permitting and Easements	\$52,556.50
4	Survey	\$22,324.27
5	Public Involvement	\$68,196.70
6	Construction Vendor Outreach	\$2,584.00
7	Construction Support	\$203,073.86
8	Facility Startup and Operation Support	\$7,140.00
Total Not to Exceed:		\$1,458,892.36

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 the Consultant as follows upon the submission of invoices approved:

- 1.1. 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.
- 1.2. 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, 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. Photocopying and Reproduction Costs: Reproduction of required drawings, reports, specifications, public involvement material, and workshop material as reflected in the Scope of Work in Exhibit A.
- 2.3. Personal expenditures or expenditures not related to the Contract are not eligible for reimbursement.

3. Hourly Rates

Exhibit B – Compensation

- 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 “not to exceed” 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. Progress Payments

- 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. The invoice shall be submitted (uploaded) to the Bureau of Environmental Services HERON (e-Builder Enterprise TM) Project Management System invoice process module.
 - 5.1.3. 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
 - 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.

Exhibit B – Compensation

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 – Consultant’s Billing Rates

Table C.1: Delve Underground Hourly Labor Rates		
Classification	Minimum	Maximum
Principal Engineer	\$255.00	\$310.00
Senior Associate Engineer	\$210.00	\$250.00
Lead Associate Engineer	\$195.00	\$210.00
Associate Engineer	\$175.00	\$195.00
Senior Project Engineer	\$155.00	\$175.00
Project Engineer	\$135.00	\$155.00
Senior Staff Engineer	\$110.00	\$135.00
Staff Engineer	\$90.00	\$110.00
Design Technology Specialist (Drafter)	\$110.00	\$140.00
Project Controller	\$100.00	\$140.00

Table C.2: Leeway Engineering Solutions Hourly Labor Rates		
Classification	Minimum	Maximum
Principal II	\$225.00	\$350.00
Principal I	\$210.00	\$320.00
Senior Engineer III	\$195.00	\$275.00
Senior Engineer II	\$185.00	\$250.00
Senior Engineer I	\$175.00	\$235.00
Project Engineer III	\$145.00	\$215.00
Project Engineer II	\$130.00	\$200.00
Project Engineer I	\$115.00	\$180.00
Staff Engineer III	\$105.00	\$150.00
Staff Engineer II	\$95.00	\$140.00
Staff Engineer I	\$85.00	\$130.00
Administrative Specialist III	\$100.00	\$150.00
Administrative Specialist II	\$90.00	\$140.00
Administrative Specialist I	\$80.00	\$130.00

Table C.3: Carollo Engineers Hourly Labor Rates		
Classification	Minimum	Maximum
Assistant Professional	\$140.00	\$190.00
Professional	\$175.00	\$220.00
Support Hydraulic Engineer	\$200.00	\$230.00
Project Professional	\$250.00	\$310.00
Lead Project Professional	\$260.00	\$330.00
Senior Project Engineer	\$250.00	\$330.00
Senior Hydraulic Engineer	\$280.00	\$330.00
Design Manager	\$250.00	\$300.00
Senior Professional	\$290.00	\$350.00
Discipline Lead	\$300.00	\$350.00
QA/QC Lead	\$300.00	\$350.00
Partner-in-Charge	\$300.00	\$350.00
Technician	\$145.00	\$165.00
Senior Technician	\$150.00	\$230.00
CAD Project Manager	\$190.00	\$210.00
Document Processing / Clerical	\$110.00	\$140.00
Technical Editor	\$135.00	\$160.00

Table C.4: Mayer/Reed Hourly Labor Rates		
Classification	Minimum	Maximum
Principal	\$228.00	\$245.00
Associate Principal	\$158.00	\$170.00
Senior Designer/Project Manager	\$117.00	\$158.00
Landscape Architect	\$110.00	\$158.00
Designer	\$95.00	\$120.00
Design Support	\$75.00	\$100.00
Administration	\$75.00	\$120.00

Table C.5: JLA Public Involvement Hourly Labor Rates		
Classification	Minimum	Maximum
Senior Associate 2	-	\$239.75
Senior Associate 1	-	\$227.60
Public Involvement Specialist 6	-	\$192.23

Exhibit C – Consultant’s Billing Rates

Public Involvement Specialist 5	-	\$174.16
Public Involvement Specialist 4	-	\$153.79
Public Involvement Specialist 3	-	\$127.13
Public Involvement Specialist 2	-	\$109.29
Public Involvement Specialist 1	-	\$80.60
Administration 5	-	\$154.72
Administration 4	-	\$124.76
Administration 3	-	\$103.33
Administration 2	-	\$78.87
Administration 1	-	\$62.40

Table C.6: Emerio Design Hourly Labor Rates		
Classification	Minimum	Maximum
Survey Senior Project Manager VIII	\$145.70	\$176.70
Survey Project Manager VII	-	\$155.00
Professional Land Surveyor VI	\$139.50	\$142.60
Survey Operations Coordinator IV	\$136.40	\$155.00
Survey Technician III (I)	-	\$124.00
Survey Technician II	-	\$102.30
Survey Technician - Field III (III)	\$124.00	\$131.75
Survey Technician – Field III (II)	-	\$117.80
Survey Technician – Field III (I)	-	\$102.30
Survey Technician – Field I	\$71.30	\$80.60
Intern	-	\$68.20
Project Accountant	\$105.40	\$124.00
Project Coordinator	\$86.80	\$108.50
Senior Operations Coordinator V	-	\$119.26
Three-Person Crew	-	\$230.00
Two-Person Crew	-	\$190.00
One-Person Crew	-	\$150.00
Executive In Charge	-	\$521.61
Civil Senior Project Manager VIII	\$232.50	\$263.50
Civil Project Manager VII	-	\$182.90
Civil Project Engineer VI (III)	\$164.30	\$176.70
Civil Project Engineer VI (I)	-	\$139.50
Civil Project Engineer V	\$142.60	\$144.15
Civil Project Engineer IV	\$120.90	\$133.30
Civil Engineering Intern III	\$114.70	\$139.50
Civil Engineering Intern II	\$99.20	\$108.50
Civil Engineering Intern I	-	\$86.80
Civil Designer III (II)	-	\$144.15
Civil Designer III (I)	-	\$141.05
Civil Designer II	\$99.20	\$117.80
Civil Designer I	\$83.70	\$96.10
Design Intern	-	\$68.20
Structural Senior Project Manager VIII	-	\$248.00
Structural Project Engineer VI (III)	-	\$226.30
Structural Project Engineer VI (I)	-	\$192.20

Table C.7: Coles + Betts Environmental Consulting Hourly Labor Rates		
Classification	Minimum	Maximum
Principal Project Manager/RG	\$155.00	\$175.00

Exhibit D –Project Predesign Documents

<u>Document</u>	<u>Date</u>	<u>File Type</u>
E11006 Cost Estimate 60% Design	4/21/2023	Adobe PDF
E11006 Drawings 60% Design	4/25/2023	Adobe PDF and AutoCAD
E11006 Geotechnical Data Report	4/27/2023	Adobe PDF
E11006 Geotechnical Engineering Report	4/28/2023	Adobe PDF
E11006 Level 2 Environmental Site Assessment Draft	4/26/2023	Adobe PDF
E11006 PDR Alignment Verification	11/28/2022	Adobe PDF
E11006 Risk Register 60% Design	4/26/2023	Adobe PDF
E11006 Specification Outline 60% Design	4/26/2023	Adobe PDF
E11006 Summary of Project Site Contaminants	4/26/2023	Adobe PDF
E11006 Vortex Technical Memorandum	4/21/2023	Adobe PDF
60% Design Checklist	5/26/2023	Adobe PDF
90% Design Checklist	5/26/2023	Adobe PDF
Final Design Checklist	5/26/2023	Adobe PDF

