

## DESIGN SERVICES PRICE AGREEMENT

### CITY OF PORTLAND

PRICE AGREEMENT NUMBER 31002630

#### Sewer Rehabilitation Engineering and Related Services

As authorized by [Ordinance \_\_\_\_\_ and] Portland City Code 5.68.035, this Design Services Price Agreement ("Price Agreement") is entered into by and between the City of Portland ("City," or "Bureau") and Leeway Engineering Solutions LLC ("Consultant").

#### Effective Date and Term

The initial term of this Price Agreement ("Initial Term") shall begin on April 1, 2024 ("Effective Date") and shall expire three (3) years later, on April 1, 2027, unless terminated sooner as provided herein. The parties may agree, by mutual written consent, to extend this Price Agreement on the same terms and conditions set forth in the Initial Term for additional years, taken individually or in multiple years, up to two (2) more years. At least thirty (30) days prior to the expiration of the Initial Term, or any extension thereof, the parties shall commence discussions if they desire to extend the Price Agreement. However, nothing binds or requires either party to extend this Price Agreement. The total term of this Price Agreement, with all extensions, shall not exceed five (5) years.

#### Consideration

(a) City agrees to pay Consultant a sum not to exceed Four Million Dollars and Zero Cents (\$4,000,000.00) to complete work in accordance with the Statement of Work (SOW) and Compensation, attached hereto as Exhibits A and B.

(b) City will pay Consultant in accordance with the SOW and Compensation.

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#### CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Leeway Engineering Solutions LLC

Address: 12597 NW Majestic Sequoia Way, Portland, Oregon 97229

Business Designation (check one):  
☒ Limited Liability Co (LLC)      ☐ Individual      ☐ Sole Proprietorship      ☐ Partnership      ☐ Corporation  
☐ 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 Price Agreement with respect to any default or uncorrected defect in performance.

##### 3) Order of Precedence

This Price Agreement 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 Price Agreement award;
- (b) This form of Price Agreement as executed by the Parties, including all Exhibits;
- (c) Task Orders issued from this Price Agreement;

- (d) RFP Requirements as set forth in City's RFP, including without limitations all Exhibits and any Addenda; and
- (e) Consultant's Proposal in response to the RFP, including without limitation, to all supplementary materials.

**4) Early Termination of Price Agreement**

- (a) The City may terminate this Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement, 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 Price Agreement.

**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 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 Price Agreement or final payment hereunder.

The indemnity obligations of Consultant under this Price Agreement 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 Price Agreement.

Consultant's indemnity obligations are in addition to any other rights or remedies available under this Price Agreement, 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 Price Agreement 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 Price Agreement.

- (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 Price Agreement 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 Price Agreement.

☒ 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 Price Agreement. 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 Price Agreement, 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 Price Agreement and shall be grounds for immediate termination of this Price Agreement.

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 Price Agreement if required by the procurement documents (e.g., request for proposal), or at execution of Price Agreement and prior to any commencement of work or delivery of goods or services under the Price Agreement. 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 Price Agreement 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 Price Agreement, insurance equal to the minimum coverage limits required above.

#### 11) Ownership of Work Product

All work product produced by the Consultant under this Price Agreement is the exclusive property of the City upon payment in full to Consultant as set forth in this Price Agreement. "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 Price Agreement, 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 Price Agreement.

**13) Successors in Interest**

The provisions of this Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement.

**17) Governing Law/Venue**

The provisions of this Price Agreement 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 Price Agreement must be brought in the appropriate court in Multnomah County, Oregon.

**18) Amendments; Minor Amendments**

Any changes to the provisions of this Price Agreement'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 Price Agreement, 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 Price Agreement. Any material change(s) to the provisions of this Price Agreement 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 Price Agreement to exceed the Price Agreement 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 Price Agreement 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 Price Agreement change that does not affect the substantive rights of the Parties.
- (b) Minor Amendments to Price Agreement 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 Price Agreement for two years after the date the Price Agreement 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 Price Agreement. 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 Price Agreement 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 Price Agreement 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 Price Agreement.
- (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 Price Agreement, 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 Price Agreement, or until the conclusion of any audit, controversy, litigation, dispute or claim arising out of, or related to, the Price Agreement, 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 Price Agreement 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 Price Agreement amendments, by electronic means, including through the use of electronic signatures.

**23) Merger Clause**

This Price Agreement, and the Price Agreement 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 Price Agreement 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 Price Agreement, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Price Agreement for undisputed portions of the work. In the event of litigation, no attorney fees are recoverable. No different dispute resolution paragraph(s) in this Price Agreement 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 Price Agreement 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 Price Agreement. Enforcement of this Price Agreement is reserved to the parties.

#### 28) Conflict of Interest

Consultant hereby certifies that, if applicable, its Price Agreement 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 Price Agreement or project to which this Price Agreement pertains;
- (b) has or will participate in evaluation or management of the Price Agreement; or
- (c) has or will have financial benefits in the Price Agreement.

Consultant understands that should it elect to employ any former City official/employee during the term of the Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement shall bear the Price Agreement 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 Price Agreement,
- (b) the Notice to Proceed under this Price Agreement, or
- (c) to another individual specifically designated by this Price Agreement.

A notice to the Consultant shall be effective if it is delivered to the individual who signed this Price Agreement 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 Price Agreement 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 Price Agreement (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 Agreement, "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 Price Agreement, 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 Price Agreement.

### **34) Attachments**

The following attachments are incorporated into this Price Agreement.

- (a) Exhibit A – Statement of Work
  - (b) Exhibit B – Compensation
  - (c) Exhibit C - Consultant's Rates
  - (d) Exhibit D – Sample Task Order
  - (e) Exhibit E – Heron Terms and Conditions of Use
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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 Price Agreement. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Price Agreement.

This Price Agreement 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 Price Agreement and any Amendments to this Price Agreement, by electronic means, including the use of electronic signatures.

This Price Agreement 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 Price Agreement to be executed.

I, the undersigned, agree to perform work outlined in this Price Agreement 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

**Leeway Engineering Solutions LLC**

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

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

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



CONTRACT NUMBER: 31002630

CONTRACT TITLE: Sewer Rehabilitation Engineering and Related Services

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

## Exhibit A – Statement of Work

### Statement of Work

Consultant's and City's Project Manager for this Price Agreement are:

For City of Portland:	For Consultant:
Name: James Allison	Name: Rob Lee
Title: Project Manager	Title: Principal Engineer
Address: 5001 N. Columbia Blvd., Suite CBWTP	Address: 12597 NW Majestic Sequoia Way
City, State: Portland, Oregon 97203	City, State: Portland, Oregon 97229
e-mail: <a href="mailto:james.allison@portlandoregon.gov">james.allison@portlandoregon.gov</a>	e-mail: <a href="mailto:rob.lee@leewayengineeringsolutions.com">rob.lee@leewayengineeringsolutions.com</a>
Copy to: Janie Garcilazo	Copy to: N/A
e-mail: <a href="mailto:janie.garcilazo@portlandoregon.gov">janie.garcilazo@portlandoregon.gov</a>	

#### 1. 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 Price Agreement without the express approval of the City, which approval shall not unreasonably be withheld:

NAME	ROLE ON PROJECT
Rob Lee, PE, PMP	Contract Manager, Large Diameter PM, DTOT PM
Zach Swartzendruber, PE	DTOT PM, Small Diameter PM
Rylee Archuleta, PE	Small Diameter PM
Mark Havekost, PE	Large Diameter PM

#### 2. SUB CONSULTANTS

Subconsultants for each specific project shall be negotiated and identified in the individual Task Orders.

The City will enforce all social equity contracting and subcontracting commitments of COBID (Certification Office for Business Inclusion and Diversity) certified firms identified in the individual Task Orders. Consultant shall not add, eliminate, or replace any Subconsultant assignments as identified in each Task Order without the prior written consent of the Chief Procurement Officer; failure to use the COBID certified Subconsultants identified in a Task Order without prior written consent is a material breach of the Price Agreement. Any changes must be reported and submitted to the PTE Price Agreement Compliance Specialist on the Subconsultant Change Request Form found on Procurement Services' website under Consultant Resources. All changes to this Price Agreement, including changes to the subcontracting commitments of COBID certified firm, must be made by written amendment and approved by the Chief Procurement Officer to be valid.

For Price Agreements valued \$50,000 or more, the Consultant shall submit subconsultant payment and utilization information electronically in the Price Agreement 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>.

#### 3. TASK ORDERS

Work performed under this Price Agreement must be authorized via written Task Orders signed by the City and Consultant. The scope of work, schedule, deliverables, key personnel, subconsultants, Disadvantaged, Minority, Women, Service Disabled Veterans and Emerging Small Business (D/M/W/SDV/ESB) firms' utilization, and compensation for each project will be defined in the Task Order prior to commencement of the work. Any change to the scope of work, schedule, deliverables, D/M/W/SDV/ESB utilization, and compensation must be agreed upon by the City and Consultant in writing as an amendment to the Task Order.

Task Orders will be negotiated based on capability and availability of staff as project needs are defined and shall not exceed \$500,000.00 for each Task Order. All Task Orders will be negotiated with the intent to maximize utilization of COBID certified firms. In the interest of achieving the most advantageous agreement, the City may engage multiple consultants in parallel or serial Task Order negotiations. In the event the City and a Consultant cannot reach a favorable agreement for a specific Task Order, the City shall terminate negotiations and commence negotiations with another Consultant from the list. Continual difficulties in negotiating compensation caps or maximum utilization of COBID certified firms, or repeated unavailability or inability to perform Task Orders may result in removal of a Consultant from the list and cancellation of the Consultant's Price Agreement with the City.

## **Exhibit A – Statement of Work**

Work that involves only direct conversations seeking professional advice from the Consultant will not require a Task Order but will be logged by the Consultant and the City's Project Manager. The log shall include the date and the estimated amount of time that assistance was provided.

Consultant must start the work authorized in the Task Order no later than five (5) calendar days from the date of the notice to Proceed. If Consultant is unable or unwilling to complete any Task Order within the required time, Consultant shall notify the City's Project Manager in writing and forfeit the Task Order.

Following the execution of each Task Order, the City's assigned Project Manager or designated Design Task Manager will work directly with Consultant for the duration of the project unless otherwise noted on the Task Order.

In the event that the Price Agreement's not-to-exceed amount is consumed prior to the end of the Price Agreement's term, Consultant may be removed from the on-call rotation list.

### **4. SCOPE OF WORK**

The Consultant shall provide Sewer Rehabilitation or Replacement of Combined, Sanitary, and Storm Sewer services as needed to rehabilitate or replace sewers. for projects or project tasks as requested within specified time frames and must work closely with designated City personnel.

The Consultant may be called on to perform any combination of the tasks listed below. For each identified project, the City will provide the general scope of work. The Consultant will develop and negotiate the specific scope of work, budget, deliverables and schedule. These details shall be agreed upon in writing by the Consultant and the City in individual Task Orders for each project.

Equity in utilization of subconsultants is of paramount importance to the City for the work anticipated under this Price Agreement, and as such the Consultant has committed to support the City's equity and corporate responsibility initiatives to increase COBID certified firms' participation. In accordance with City Council's direction to provide for maximum utilization of COBID certified firms, each negotiated Task Order shall include COBID certified firms as subconsultants to the maximum extent possible. The City has set an aspirational goal of 30% minimum utilization of COBID certified firms based on total Task Order amount. Consultants are required to make good faith efforts to contract with COBID certified subconsultants.

#### **4.1. For any work under this Price Agreement the Consultant shall:**

- 4.1.1. Proceed with minimal direction and supervision.
- 4.1.2. Provide Project Management and coordination of design elements.
- 4.1.3. Provide monthly status reports on budget, schedule and work completed for each task order when invoices are submitted.
- 4.1.4. Comply with applicable design guidelines.

#### **4.2. Examples of the types of services to be provided are described below:**

- 4.2.1. Project and program management support
- 4.2.2. Civil engineering
- 4.2.3. Planning, prioritizing, alternatives analysis
- 4.2.4. Hydrologic/hydraulic modeling of sewers
- 4.2.5. Mapping/GIS
- 4.2.6. Geotechnical engineering
- 4.2.7. Specialized pipe investigations (e.g., closed-circuit television (CCTV), multi-scan, 3-D laser imaging), including flow bypass and cleaning
- 4.2.8. Sewer condition assessment reporting
- 4.2.9. Surveying
- 4.2.10. Environmental assessment
- 4.2.11. Cost estimating
- 4.2.12. Project/program scheduling
- 4.2.13. Structural engineering
- 4.2.14. Pipe/manhole rehabilitation methods and constructability
- 4.2.15. Permitting and land use review
- 4.2.16. Public involvement
- 4.2.17. Utility location and coordination
- 4.2.18. Urban forestry code compliance
- 4.2.19. Trenchless technology assessment, design, and cost estimating
- 4.2.20. Specific project management activities to be performed include the following, which will be performed relative to individual assigned projects:
  - 4.2.20.1. Developing a team for each specific task order, including a structured process for involving subconsultants in task order development
  - 4.2.20.2. Developing subconsultant relationships such that a range of consultants (emerging and established, smaller and larger) are available for task orders and the overall price agreement

## Exhibit A – Statement of Work

- 4.2.20.3. Building the capacity of subconsultants to assist in project management functions to keep the project on schedule. Assisting small, less experienced firms with their development. Providing larger and technical opportunities for more established subconsultants.
- 4.2.20.4. Project monitoring and progress reporting
- 4.2.20.5. Providing direction, oversight, quality assurance for all subconsultant deliverables
- 4.2.20.6. Development of project task work plans
- 4.2.20.7. Managing task order budget and schedule and ensuring quality control
- 4.2.20.8. Invoicing and billing
- 4.2.20.9. Coordinating project teamwork
- 4.2.20.10. Attending project meetings
- 4.2.20.11. Project documentation as requested
- 4.2.21. Activities that may be performed in support of the overall sewer rehabilitation program include:
  - 4.2.21.1. Participation in the programmatic teams and efforts charged with development of programmatic improvements, such as procedures, special specifications, drawing details, and piloting new technologies and methods.
  - 4.2.21.2. Provide guidance, based on experience with other utilities and agencies, on developing streamlined delivery processes, and standardized methods to help produce consistent design packages while providing program-level economies of scale.
  - 4.2.21.3. Technology transfer via workshops, technical memoranda, tutorials, or site visits in order to provide design or construction related information relevant to programmatic improvement
  - 4.2.21.4. Assistance with project and program Team Chartering, development of project control templates, drafting, mapping, or data tracking templates, or other tools providing efficiency of delivery
  - 4.2.21.5. Ongoing staff support for programmatic management activities such as master schedule development, custom reporting tools, regular analysis of delivery costs, and similar activities as needed for individual projects to ensure overall effective management of the program\_\_
- 4.2.22. Project Pre-Design Services – Small Diameter Projects
  - 4.2.22.1. A planning level analysis will have been completed by City staff for candidate small diameter projects. This analysis will generally include a preliminary maintenance review and condition assessment based on available inspection records, hydraulic capacity review to identify potential capacity constraints, and identification of proposed sewer extensions. The analysis may include preliminary recommendations by staff of a preferred rehabilitation or replacement method.
  - 4.2.22.2. Consultant services during the predesign/project scoping phase for small diameter projects may include procuring vendor services and managing the collection of field data. In other cases, data will be provided by the City. Work may include recommending and scoping additional field investigations; detailed engineering review of CCTV inspections with corresponding updated data tracking tools; verification of the sewers to be rehabilitated or replaced; evaluating/refining preferred rehabilitation method; site inspections for general assessment of construction constraints; preliminary public outreach planning, easement research, and acquisition of permit-of-entry; non-conforming sewer reviews; and development of scope, budget and schedule for the detailed design phase with necessary field investigations. A cost-benefit approach, developed by BES, will be applied to determine which pipe segments may be deferred for future rehabilitation projects. Pipe segments recommended for spot repairs or whole pipe rehabilitation (open cut reconstruction, trenchless upsizing, or lining) that are confirmed during predesign will be packaged into design and construction projects at BES's discretion based on their priority, proximity, rehabilitation technology, project size and construction cost. Some projects may be packaged for alternative delivery following this task.
  - 4.2.22.3. The consultant may be asked to provide planning, contracting, and supervision of additional field investigations, including utility locations, CCTV, sonar inspection, 2-D or 3-D laser imaging, multi-scan imaging, pipe material sampling, manned entry inspection and videography, and similar data acquisition and analysis necessary to perform detailed design of rehabilitation.
  - 4.2.22.4. The consultant may be asked to address small and urgent projects, or unique challenges with an individual sewer asset. In these and other cases, the consultant will be asked to provide feedback on streamlined delivery opportunities to address urgent sewer rehabilitation. An example would be providing guidance for developing work-order based programs like Indefinite Duration/Indefinite Quantity (IDIQ). In these cases, the consultant may work more closely and directly with construction contractors and BES Construction Management staff.
  - 4.2.22.5. In all cases and throughout the project life-cycle (field investigations through construction submittals), it is incumbent upon the consultant to adhere to scope, schedule and budget requirements.
- 4.2.23. Project Pre-Design Services – Trunk, Collector, and Large Diameter Projects
  - 4.2.23.1. A planning level analysis may have been completed by City staff for candidate trunk, collector, or large diameter projects to establish general project boundaries and priorities. In some cases, the consultant may be required to obtain new and/or additional field investigation data to inform the project scope, limitations, alternatives, and opportunities. The consultant predesign activities for these projects may include a preliminary review of the completeness and adequacy of CCTV inspection videos and defect reports; maintenance review and condition assessment based on available inspection records; hydraulic capacity review to identify potential capacity constraints; and identification of high consequence pipe reaches. The analysis may include preliminary recommendations by either City staff or the consultant of a preferred rehabilitation or replacement method. In some cases, the consultant services may include assisting BES staff in performing any or all of these services, including identifying pipe reaches requiring

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new CCTV. The consultant may be asked to provide planning, contracting, and supervision of additional field investigations, including CCTV, sonar, 2-D or 3-D laser imaging, multi-scan imaging, pipe material sampling, manned entry inspection and videography, and similar data acquisition and analysis necessary to perform detailed design of rehabilitation. Pipe segments recommended for stabilization, spot repairs, or whole pipe rehabilitation will be packaged into design projects at BES's discretion based on their priority, proximity, rehabilitation technology, project size and construction cost. The consultant may also provide engineering services during design and construction phases. Some projects may be packaged for alternative delivery following this task.

### 4.2.23.1.1.1. Data Review & Collection and Condition Assessment

4.2.23.1.1.1.1. Collect and/or review data pertinent to the project including as-built utility information, hydraulic models, geotechnical reports, City-wide GIS data (including geotechnical, utility, slope, landslide or lateral movement potential, environmental zoning, easements), environmental reports, CCTV inspection reports, and summaries/queries from the City's maintenance management system (Hansen with ArcGIS). Communicate with BES Maintenance Engineering staff to identify potential additional project pipe segments.

4.2.23.1.1.1.2. Small diameter (generally < 36 inches inner diameter [ID]): Request and review additional CCTV inspection and other testing as required to identify additional segments or refine need or method of repair for recommended segments, sufficient to finalize scope of the final design.

4.2.23.1.1.1.3. Large diameter (generally  $\geq$  36 inches ID, may include pipes  $\geq$  21 inches ID): Request and review additional CCTV inspection, external or internal pipe sampling, laser profiling, topographic imaging, soils and other material or geotechnical testing as required to identify additional segments or refine need or method of repair for recommended segments sufficient to finalize scope of the final design. Where approved, provide these additional services. Review data extracted from BES's maintenance management system (Hansen with ArcGIS); review inspection and specialized imaging data; develop risk comparisons for alternative rehabilitation methods; and present recommendations for proposed rehabilitation method (including both spot repairs and whole pipe repair) of sewers and associated major structures.

### 4.2.23.1.1.2. Initial Hydraulic Modeling

4.2.23.1.1.2.1. Identify pipe segments where recommended rehabilitation method may have an effect on pipe capacity and provide BES with a request for hydraulic modeling to be performed by BES modelers.

4.2.23.1.1.2.2. Review modeling results and assist BES design team in modifying recommendations to accommodate capacity concerns

4.2.23.1.1.2.3. Evaluate recommendation by BES modelers to add pipe to the project requiring upsizing to diminish risk of surcharge or basement sewer backup.

4.2.23.1.1.2.4. Depending upon BES staffing constraints, consultants may be required to perform the hydrologic/hydraulic modeling of trunks or large diameter sewers, using BES-developed XPSWMM/ArcGIS-based modeling tools. This will be performed on a BES computer at the BES offices.

### 4.2.23.1.1.3. Coordinate with Non-Conforming Sewer Program

4.2.23.1.1.3.1. Coordinate with BES's non-conforming sewer program to identify party sewers or unserved properties to be served via construction of a sewer extension (as part of an LSSRP project).

### 4.2.23.1.1.4. Field Surveying

4.2.23.1.1.4.1. Collect topographic survey information and prepare base mapping, if required.

4.2.23.1.1.4.2. Manhole dips, if requested

### 4.2.23.1.1.5. Prepare Pre-Design Report and Project Work plan

4.2.23.1.1.5.1. Prepare project area map identifying all spot repairs and all pipe segments to be rehabilitated.

4.2.23.1.1.5.2. Using BES-developed data management tools to summarize and transfer results, finalize pipe segments to be repaired or rehabilitated and submit in a BES-developed project pipe tracking tool (Pipe Asset and Tracking Spreadsheet–PATS).

4.2.23.1.1.5.3. Prepare project charger, schedule, budget and risk register

4.2.23.1.1.5.4. Prepare a Preliminary Design Report (PDR) including a work plan that outlines work to be designed and associated issues needing to be resolved during final design and construction; include a draft construction schedule and cost estimate.

4.2.23.1.1.5.5. Assist BES staff to prepare and present the recommended project components to the BES Technical Review Committee (TRC) and update the Project Work Plan to reflect the TRC's direction.

4.2.23.1.1.5.6. Prepare stage gate materials as outlined in task order scope and BES Project Delivery Manual.

4.2.23.1.1.5.7. As directed, prepare documents in support of the City as Owner for a project to be delivered using alternative contracting (e.g., CM/GC).

### 4.2.23.1.1.6. Public Involvement

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- 4.2.23.1.1.6.1. Under direction by the BES Public Outreach staff, develop a preliminary public involvement plan for the pre-design, design and construction phases of the project. Plan will identify stakeholders, describe involvement strategies, identify products to be developed and describe how and when stakeholders will be involved.
- 4.2.23.1.1.6.2. Develop initial stakeholder lists, prepare material for BES project website, initiate meetings with business and neighborhood groups, and provide support for property owner outreach and obtaining property access agreements necessary to accomplish the pre-design or initial design work.
- 4.2.24. Project Design Services
  - 4.2.24.1. Services during the design phase of a design/bid/build project may include all activities required to prepare construction documents, except those specialized services provided by the City (see Section I.B.2. Work Performed by the City).
    - 4.2.24.1.1. Field Surveying
      - 4.2.24.1.1.1. Collect topographic survey information and prepare base mapping.
    - 4.2.24.1.2. Geotechnical and Materials Testing
      - 4.2.24.1.2.1. Provide geotechnical investigation including geotechnical borings, appropriate lab analyses, and accompanying geotechnical report (draft and final).
      - 4.2.24.1.2.2. Excavate test pits to facilitate analysis of native material for use as backfill.
      - 4.2.24.1.2.3. Perform pavement coring to characterize existing pavement section.
    - 4.2.24.1.3. Environmental
      - 4.2.24.1.3.1. Prepare a Contaminated Media Testing Plan for review by BES.
      - 4.2.24.1.3.2. In conjunction with the geotechnical investigations, perform a Level II Environmental Assessment.
      - 4.2.24.1.3.3. Produce a Contaminated Media Management Plan (CMMP).
    - 4.2.24.1.4. Permit Application & Acquisition
      - 4.2.24.1.4.1. Identify all permits and assist with preparation of all permit applications necessary for construction of the project. These may include tree permit, noise variance, street opening permit, and land use review.
    - 4.2.24.1.5. Utility Coordination
      - 4.2.24.1.5.1. Identify all utilities in conflict with the proposed improvements.
      - 4.2.24.1.5.2. Identify areas requiring positive location of utilities.
      - 4.2.24.1.5.3. Prepare utility notifications for each stage of design and perform necessary coordination.
      - 4.2.24.1.5.4. Include utility requirements in construction contracts.
    - 4.2.24.1.6. Identify Limits of Right-of-Way Needs
      - 4.2.24.1.6.1. Identify the number of properties impacted. Prepare maps showing location of properties, property addresses and/or legal descriptions, ownership, type and size of easements needed, and critical right-of-way needed to ensure the project remains on schedule.
    - 4.2.24.1.7. Review Non-conforming Sewers
      - 4.2.24.1.7.1. Coordinate with BES's non-conforming sewer program to identify nonconforming laterals associated with project pipe and determine reconstruction plan for the public lateral as part of this project.
    - 4.2.24.1.8. Temporary Sewer Bypass Planning
      - 4.2.24.1.8.1. Provide feasible bypass options with assistance of BES hydraulic modelers.
      - 4.2.24.1.8.2. Prepare a bypass plan and specifications, as required, using results of BES hydraulic modeling.
      - 4.2.24.1.8.3. Pothole existing laterals to positively locate and support design of bypass connection points, e.g., clean-outs
    - 4.2.24.1.9. Public Involvement
      - 4.2.24.1.9.1. Under direction of the BES Public Outreach staff, finalize the public involvement plan to conform to the final scoped project extent.
      - 4.2.24.1.9.2. Implement the design-phase activities of the plan including outreach to affected stakeholders; preparation of newsletters and emails; attendance at local meetings; and coordination with non-conforming sewer team. Prepare branch maps for properties with non-conforming laterals. Prepare and track notification to property owners regarding access and service lateral flow bypass. Track issues reported to the City by the public.
      - 4.2.24.1.9.3. Assist with preparation and distribution of newsletters, attend public meetings and provide updated text and graphics for the public project website.
    - 4.2.24.1.10. Design all elements of work necessary to meet project objectives
      - 4.2.24.1.10.1. Develop project contract documents (plans, specifications, and cost estimates) for rehabilitation of sewers, public laterals, and access structures.
      - 4.2.24.1.10.2. Submit plans, specifications and cost estimates for design at the 30%, 60%, 90% and 100% stages of design following BES's guidance documents, City of Portland Standard Construction Specifications, and BES drawing standards. Submit updated pipe tracking tool (PIMT) at each stage.
      - 4.2.24.1.10.3. Provide written response to all comments submitted for the 30%, 60% and 90% documents informing the City as to whether or not the comment was incorporated, requires further discussion or was rejected. Participate in review meetings with City project team members at each of these design levels.

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- 4.2.24.1.10.4. Prepare a 60%, 90% and final detailed engineer's cost estimate.
- 4.2.24.1.10.5. Prepare 100% full-size drawings for signature. Prepare final bid book and all final package documents consisting of City-provided front end and Consultant-provided plans, specifications, final engineer's estimate, bid form, and any necessary appendices, permits, and easements. Provide complete indexed electronic document for uploading to City's website.
- 4.2.24.1.10.6. Prepare a Final Design Report (FDR) at the completion of design following the BES template. The FDR should contain, at a minimum, all Preliminary Design Report subjects including the final cost estimate and general construction schedule.
- 4.2.24.1.11. Bid Phase Services - Services during the advertising (bid) phase may include:
  - 4.2.24.1.11.1. Provide assistance to BES in preparing formal responses to bidder questions. This work will include the development of contract addenda and attendance at pre-bid meetings.
  - 4.2.24.1.11.2. Assist in preparation of presentation to prospective bidders at the pre-bid meeting.
  - 4.2.24.1.11.3. Implement public outreach activities as needed in advance of Contractor's Notice to Proceed, including finalizing the outreach roster, preparing notices for community groups and updating the website. Assist BES's Public Outreach staff in finalizing the outreach plan during construction.
- 4.2.24.1.12. Services During Construction - Resident engineering will be provided by City staff. Consultant will provide as required services during construction and assist with selected submittal review.
  - 4.2.24.1.12.1. Construction Phase Design Services
    - 4.2.24.1.12.1.1. Construction management and inspection services will be provided by BES staff.
    - 4.2.24.1.12.1.2. Attend pre-construction meeting and assist in preparation of presentation for the meeting.
    - 4.2.24.1.12.1.3. Provide engineering support services during construction such as review of submittals, shop drawings, and requests for information.
    - 4.2.24.1.12.1.4. As required by the Construction Manager, provide specialized investigations, advise during review of RFIs or change requests, and revise designs to accommodate Owner-directed changes or changed conditions.
  - 4.2.24.1.12.2. Public Involvement
    - 4.2.24.1.12.2.1. Implement the construction-phase activities of the public involvement plan including outreach to affected stakeholders; preparation of newsletters and emails; attendance at local meetings; and attendance at weekly construction meetings. This task may not be required of all projects, depending upon availability of BES Public Outreach staff.

## **4.3. Sustainability Requirements**

- 4.3.1. Low-Embodied Carbon Concrete Requirements.
  - 4.3.1.1. Effective January 1, 2023, the City of Portland is incorporating Concrete Embodied Carbon Threshold requirements to its specifications for Portland Cement Concrete (PCC) for City construction projects. You can find the details of these requirements in Section 02001.20(f) and Section 02001.70 of the Special Provisions to the City's Standard Construction Specifications.
  - 4.3.1.2. Prior to finalizing the concrete specifications for the project, the consultant shall conduct at least one Low-Embodied Carbon Concrete Planning Session with the Owner's Representative, one or more local concrete producers, and the concrete contractor (if known at the time) to review alignment of any planned prescriptive concrete specifications with the Concrete Embodied Carbon Threshold requirements and refine both prescriptive and performance-based concrete specifications accordingly. Meeting notes from the Planning Session(s) shall be submitted to the Owner's Representative within 3 business days of the Planning Session(s).
  - 4.3.1.3. As applicable, prior to finalizing the concrete specifications for the project, the consultant is also encouraged to consult with third-party experts who can lend insight into how newer cements, supplementary cementitious materials, admixtures, and combinations thereof lend to desired performance traits and how those traits can best be vetted.
- 4.3.2. Unless otherwise specified in a task order, the following sustainability requirements shall be followed:
  - 4.3.2.1. Web/audio-based meetings in lieu of long-distance travel for in-person meetings
  - 4.3.2.2. All deliverables shall be in electronic format
  - 4.3.2.3. Project designs meet applicable City sustainability standards, practices, and specifications

## **4.4. Work Performed by the City**

The City has assigned a Project Manager to oversee the Consultant's work and provide support as needed. The City's Project Manager or delegate will have the sole authority to issue Task Orders to Price Agreements; however, issued Task Orders may have a separate assigned manager. The City will make available copies of the appropriate design guidelines and standards manuals.

The City will also provide the following services as requested:

- 4.4.1. Overall program management

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- 4.4.2. Final project-specific scope definition
- 4.4.3. Hydraulic and hydrologic model development and calibration (consultants may be requested to apply BES models to test Consultant designs)
- 4.4.4. Compile existing GIS, maintenance, and record information and provide in electronic form
- 4.4.5. CCTV inspection of sewer mains and public laterals, except when resource, access, or technology limitations result in request for Consultant to provide
- 4.4.6. Removing restrictions to access of requested manholes, where feasible. Field observation and measurement of individual structures (manholes) as requested by the Consultant, except when resource limitations result in request for Consultant to provide
- 4.4.7. Potholing to locate existing utilities
- 4.4.8. Submission of all permit applications, e.g., street opening permit, non-parks use permit, ODOT permit, and noise variance, including payment of associated fees
- 4.4.9. Right-of-way services
- 4.4.10. Direction of public outreach and communication with media
- 4.4.11. Work product review and comment at dedicated milestones
- 4.4.12. Oversight and owner decision making
- 4.4.13. Survey control during pre-design and construction staking post-design Construction management and inspection, payment processing, change order preparation Warranty inspections
- 4.4.14. As-built drawings
- 4.4.15. The City, at its sole discretion, reserves the right to self-perform the following services (to be determined on a Task Order basis):
  - 4.4.15.1.1. Materials testing
  - 4.4.15.2.2. Environmental investigation
  - 4.4.15.3.3. Pavement coring
  - 4.4.15.4.4. Survey for base mapping
  - 4.4.15.5.5. Preparing utility notifications
- 4.4.16. Additionally, the City will provide as-needed access to a computer workstation at BES offices to facilitate Consultant's access to and downloading of relevant electronic records such as CCTV files, GIS files, hydraulic modeling, and maintenance management records.
- 4.4.17. On a day-to-day basis, the progress of the work will be managed by the City's Project Manager. In order to provide project quality and timely resolution of conflicts, the project reviews will be conducted by personnel across several BES work group and other City bureau functions. Reviews will be completed through Heron, an E-builder proprietary application customized for BES project and program management. The following project reviews will be conducted:
  - 4.4.17.1. Technical Review Committee: Project Scoping Document prepared after the Pre-Design/Project Scoping Phase
  - 4.4.17.2.2. Stage Gate Committee Reviews at the completion of Project Development (preferred alternative) and Predesign (30% completion, budget verification),
  - 4.4.17.3.3. 30%, 60%, and 90% design milestone reviews by BES design and construction; Portland Bureau of Transportation (PBOT); Portland Water Bureau (PWB); and Portland Parks & Recreation (PP&R)
  - 4.4.17.4.4. Additional Technical Review Committee meetings as required to finalize the work
  - 4.4.17.5.5. Final review of bid book and package documents by Design Services and Construction Services staff during routing for BES approvals and signatures by BES's Chief Engineer

Other project specific duties the City will perform shall be identified in the individual Task Orders.

### 4.5. Deliverables

Deliverables and schedules for each project shall be negotiated and defined in the individual Task Orders.

All deliverables and resulting work products from this Price Agreement will become the property of the City of Portland. As such, the Consultant and any subconsultants/subcontractors grant the City the right to copy and distributed (in any and all media and formats) project deliverables for any purposes at the sole discretion of the City of Portland.

- 4.5.1 Deliverables for the projects shall typically include:
  - 4.5.1.1 Project work plan for all phases of work, including the formal work plan for submission to the Technical Review Committee
  - 4.5.1.2 Project Schedule, including monthly updates
  - 4.5.1.3 Preliminary recommendation of pipes to be included in project (maps and tabular listing)
  - 4.5.1.4 Pre-design/Project Scoping report with final recommended project pipes and rehabilitation methods and estimated costs including presentation to TRC
  - 4.5.1.5 Public outreach plan
  - 4.5.1.6 Geotechnical reports
  - 4.5.1.7 Level 1 and Level 2 environmental site assessments
  - 4.5.1.8 30%, 60%, 90% and final plans, specifications, and estimates for recommended project pipes and structures.
  - 4.5.1.9 Bid document, or for alternative delivery projects, prepare Owner's documents for selection of contractor.



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- 4.5.1.10 Final design report
- 4.5.1.11 Weekly project status email; monthly invoice with status report and Monthly Subconsultant Payment and Utilization Report (MUR)
- 4.5.1.12 Meeting summary notes and weekly status reports
- 4.5.1.13 Other deliverables as defined in individual Task Orders

**5. AUTHORIZATION TO PROCEED**

Irrespective of the effective date of the Price Agreement, the Consultant shall not proceed with any work required under this Price Agreement 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 B – Compensation

### Compensation

#### 1. Compensation

- 1.1. The City agrees to pay Consultant a sum not to exceed Four Million Dollars and Zero Cents \$4,000,000.00 for the work ordered and accepted during the Initial Term, based on the hourly rates and any City approved reimbursable costs identified below. The "not to exceed" amount includes all payments to be made pursuant to this Price Agreement, including reimbursable expenses, if any. Nothing in this Price Agreement requires the City to pay for work that does not meet the Standard of Care or other requirements of the Price Agreement. The actual amount to be paid Consultant may be less than that amount.
- 1.2. Compensation for each Task Order will be determined through negotiation with the Consultant based on the scope of work, the hours the Consultant estimates for performance of the work and the Consultant's billing rates (identified in Exhibit C), subject to a predetermined cap for the maximum compensation for the specific Task Order. If the work requires fewer hours than those estimated, the Consultant will be paid for the actual hours necessary to complete the Task Order. If the Consultant underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City.
- 1.3. The Consultant is entitled to receive progress payments for its work pursuant to the Price Agreement as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Price Agreement without additional compensation unless there is a change to the scope of work.

#### 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 Price Agreement. 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. Personal expenditures or expenditures not related to the Price Agreement 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 Price Agreement amount throughout the term of this Price Agreement.
- 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 Price Agreement;
  - 3.2.2. No more than one increase shall be granted per Price Agreement 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 allowable expenses if it has already been marked-up by the Consultant's subconsultant. Mark-up is not allowable 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:

## **Exhibit B – Compensation**

- 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 to the City Project Manager, using the Heron project management application.
    - 5.1.3. Detailed monthly Project Progress Reports submitted to the City Project Manager by email.
    - 5.1.4. Payment Terms: Net 30 Days
  - 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 Price Agreement 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 pertinent information below on their invoice in order for the City to review and authorize processing of invoices for payment.
    - 5.3.1. Price Agreement Number, Task Order Number, 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
    - 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 Price Agreement
    - 5.3.10. The billing from the Consultant must clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices
    - 5.3.11. 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.
  - 5.4. 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 payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

**Exhibit C – Consultant’s Rates**

**Project:** Sewer Rehabilitation Engineering and Related Services

**Project No:** project number

The Price Agreement by and between Consultant Name, hereinafter called Consultant, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City, provides for Type of service on-call services.

**Original Price Agreement Value:**

**NTE Amount:**

**Previous Task Order Amounts:**

**Total of all Task Orders to Date:**

As directed in the Price Agreement, this executed Task Order directs Consultant to perform the services as outlined below.

**A.1 Project Background:**

**A.2 Scope:**

**A.3 Requirements:**

Consultant must perform the following task(s):

A.3.1

A.3.2

A.3.3

**A.4 Deliverables and Schedule:**

Deliverables and Schedule for this Task Order shall include:

- 1.
- 2.
- 3.

All deliverables must be completed in an approved format.

**A.5 Period of Performance:**

The period of performance for this Task Order 'is NTP through Click to enter a date..

**A.6 Key Personnel for this Task Order:**

The Consultant shall assign the following key personnel to do the work in the capacities designated. Consultant may not change personnel unless authorized by a written Amendment to the Task Order.

NAME	ROLE ON PROJECT
------	-----------------

**Exhibit D – Sample Task Order**


**A.7 Hours and Cost:**

The maximum compensation for this Task Order shall not exceed \$amt of request unless authorized by a written Amendment to the Task Order. The hourly rates shall be as indicated in the Price Agreement. The Tasks breakdown of the not-to-exceed amount is shown in the table below **OR** Exhibit XX to this Task Order (**CHOOSE PREFERRED OPTION**). Consultant may not reallocate compensation between Tasks without the written approval of the Project Manager.

TASK NO.	DESCRIPTION	HOURS	TASK AMOUNT NOT TO EXCEED
	<b>AUTHORIZED TOTALS</b>		

**Standard Reimbursable Costs:**

The following costs will be reimbursed without mark-up:

- \*\*
- \*\*

**A.8 SUBCONSULTANT Participation for this Task Order:**

Consultant agrees they will use the following subconsultant(s) on this Task Order in the following Total Dollar amounts and Percentages listed. Consultant may not change subconsultants unless authorized by a written Amendment to the Task Order.

SUBCONSULTANT(S) TO BE USED	COBID CERTIFICATION (DBE, MBE, WBE, SDV, ESB or NONE)	ROLE ON PROJECT	TOTAL DOLLARS COMMITTED	PERCENTAGE
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

If aspirational COBID certified subconsultant participation is not possible for this Task Order, provide justification below:

All provisions of the original Price Agreement shall remain in full force and effect.

**Exhibit D – Sample Task Order**

This Task Order 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 Task Order.

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

**CONSULTANT:**

By: \_\_\_\_\_

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

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

**CITY OF PORTLAND:**

\_\_\_\_\_  
Project Manager

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

\_\_\_\_\_  
Chief Procurement Officer

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

**Exhibit E – Heron Terms and Conditions of Use**





**RFP00002080**  
**Sewer Rehabilitation Engineering and Related Services**  
**Leeway Engineering Solutions Billing Rate Schedule**  
*(effective through first year of price agreement)*



**Leeway Engineering Solutions (Prime Contractor)**  
Rates effective through first year of price agreement  
(Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate	Max Hourly Billing Rate
Principal II	\$225	\$350
Principal I	\$210	\$320
Senior Engineer III	\$195	\$275
Senior Engineer II	\$185	\$250
Senior Engineer I	\$175	\$235
Project Engineer III	\$145	\$215
Project Engineer II	\$135	\$200
Project Engineer I	\$115	\$180
Staff Engineer III	\$105	\$165
Staff Engineer II	\$95	\$150
Staff Engineer I	\$85	\$140
Administrative Specialist III	\$100	\$150
Administrative Specialist II	\$90	\$140
Administrative Specialist I	\$80	\$130



**Bright Engineering** (rates confirmed 8/29/23)  
Rates effective through first year of price agreement  
(Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate	Max Hourly Billing Rate
Principal Structural Engineer	\$240	\$300
Senior Structural Engineer	\$220	\$250
Structural Project Engineer	\$120	\$200
Structural Engineer-in-Training	\$85	\$150
CADD/Admin	\$75	\$120



**Cascade Trenchless** (rates confirmed 8/29/23)  
Rates effective through first year of price agreement  
(Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate*	Max Hourly Billing Rate*
Principal Engineer	\$200	\$290

# DELVE

underground

**Delve Underground** (rates confirmed 8/29/23)  
Rates effective through first year of price agreement  
(Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate	Max Hourly Billing Rate
Principal Engineer	\$265.20	\$322.40
Senior Associate	\$218.40	\$260.00
Lead Associate	\$202.80	\$218.40
Associate	\$182.00	\$202.80
Senior Project Engineer	\$161.20	\$182.00
Project Engineer	\$140.40	\$161.20
Senior Staff Engineer	\$114.40	\$140.40
Staff Engineer	\$93.60	\$114.40
Design Technology Specialist (Drafter)	\$114.40	\$145.60
Project Control	\$104.00	\$145.60

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**Emerio Design** (rates confirmed 8/28/23)  
 Rates effective through first year of price agreement  
 (Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate	Max Hourly Billing Rate
Executive In Charge	\$350.00	\$350.00
Civil Senior Project Manager VIII	\$182.90	\$263.50
Civil Project Manager VII	\$176.70	\$182.90
Civil Project Engineer VI (III)	\$139.50	\$176.70
Civil Project Engineer VI (I)	\$139.50	\$155.00
Civil Project Engineer V	\$136.40	\$144.15
Civil Project Engineer IV	\$124.00	\$136.40
Civil Engineering Intern III	\$108.50	\$139.50
Civil Engineering Intern II	\$93.00	\$108.50
Civil Engineering Intern I	\$84.00	\$96.10
Civil Designer III (II)	\$141.05	\$176.70
Civil Designer III (I)	\$111.60	\$141.05
Civil Designer II	\$96.10	\$117.80
Civil Designer I	\$71.30	\$96.10
Design Intern	\$55.80	\$71.30
Structural Senior Project Manager VIII	\$223.57	\$248.00
Structural Project Engineer VI (III)	\$192.20	\$226.30
Structural Project Engineer VI (I)	\$155.00	\$192.20
Construction Inspector Senior Project Manager VIII	\$150.35	\$182.90
Construction Inspector VI (III)	\$150.35	\$173.60
Construction Inspector IV	\$86.80	\$114.70
Construction Inspector II	\$74.40	\$93.00
Survey Senior Project Manager VIII	\$155.00	\$176.70
Survey Project Manager VII	\$139.50	\$155.00
Professional Land Surveyor VI	\$136.40	\$142.60
Survey Operations Coordinator IV	\$136.40	\$155.00
Survey Technician III (I)	\$120.00	\$136.40
Survey Technician III (I)	\$102.30	\$124.00
Survey Technician II	\$68.20	\$102.30
Survey Technician - Field III (III)	\$117.80	\$131.75
Survey Technician - Field III (II)	\$102.30	\$117.80
Survey Technician - Field III (I)	\$77.50	\$102.30
Survey Technician - Field I	\$62.00	\$77.50
Three-Person Crew	\$230.00	\$230.00
Two-Person Crew	\$190.00	\$190.00
One-Person Crew	\$150.00	\$150.00
Land Use Planner VI	\$146.07	\$146.07
Project Accountant	\$96.88	\$124.00
Project Coordinator	\$93.00	\$108.50



**EnviroIssues** (rates updated on 9/1/23)  
Rates effective through first year of price agreement  
(Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate	Max Hourly Billing Rate
Principal/Senior Associate	\$161	\$258
Associate III/IS Associate III/Graphics Designer III	\$139	\$203
Associate II/ IS Associate II/ Graphics Designer Associate II	\$116	\$161
Associate I/ IS Associate I/ Graphics Designer Associate I	\$100	\$129



**eTrenchless Group** (rates confirmed 8/25/23)  
Rates effective through first year of price agreement  
(Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate	Max Hourly Billing Rate
Large Diameter Technical Expert	\$350	\$400



**Formation Lab** (rates confirmed 8/28/23)  
Rates effective through first year of price agreement  
(Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate	Max Hourly Billing Rate
Principal	\$ 265.00	\$ 331.25
Senior Associate	\$ 200.00	\$ 250.00
Associate	\$ 170.00	\$ 212.50
Project Coordinator	\$ 140.00	\$ 175.00
Project Assistant	\$ 100.00	\$ 125.00
Administration	\$ 80.00	\$ 100.00



**i-Ten** (rates confirmed 8/29/23)  
Rates effective through first year of price agreement  
(Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate	Max Hourly Billing Rate
Drafting Lead (PM)	\$112	\$142
Drafter	\$74	\$108



**Minority Construction Group** (rates confirmed 8/29/23)  
Rates effective through first year of price agreement  
(Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate	Max Hourly Billing Rate
Principal	\$215	\$292
Project Executive/Project Lead	\$210	\$286
Senior Project Controls Specialist	\$178	\$239
Project Controls Specialist	\$145	\$198
Estimator	\$135	\$183
Project Accountant	\$59	\$81



**Rehabilitation Resources Solutions** (rates confirmed 8/28/23)  
Rates effective through first year of price agreement  
(Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate	Max Hourly Billing Rate
Principal Engineer	\$300	\$500



**Rhino One** (rates confirmed 8/29/23)  
Rates effective through first year of price agreement  
(Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate	Max Hourly Billing Rate
Principal Geotechnical Engineer	\$218.75	\$240.63
Senior Geotechnical Engineer	\$168.00	\$184.80
Project Geotechnical Engineer	\$133.00	\$146.30
Staff Geotechnical Engineer	\$105.00	\$115.50
Engineering Geologist	\$117.60	\$129.36
CAD/GIS Operator	\$106.40	\$117.04
Field Technician	\$92.40	\$101.64

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**Summit Tree Consulting** (confirmed on 8/29/23)  
Rates effective through first year of price agreement  
(Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate	Max Hourly Billing Rate
Consulting arborist	\$125	\$250



**Water Systems Consulting** (rates confirmed 8/30/23)  
 Rates effective through first year of price agreement  
 (Actual rates will not exceed a 3.1 multiplier)

Labor Classification	Min Hourly Billing Rate	Max Hourly Billing Rate
<b>Engineers / Project Managers / Planners / Hydrogeologists</b>		
Engineering Intern	\$75.00	\$120.00
Assistant	\$90.00	\$140.00
Staff I	\$100.00	\$160.00
Staff II	\$110.00	\$170.00
Staff III	\$120.00	\$180.00
Associate I	\$130.00	\$200.00
Associate II	\$140.00	\$230.00
Associate III	\$150.00	\$245.00
Senior I	\$160.00	\$275.00
Senior II	\$180.00	\$300.00
Senior III	\$200.00	\$330.00
Principal I	\$230.00	\$365.00
Principal II	\$260.00	\$415.00
Principal III	\$280.00	\$450.00
<b>CAD/Design Services</b>		
Technician/Designer I	\$90.00	\$150.00
Technician/Designer II	\$100.00	\$180.00
Technician/Designer III	\$120.00	\$200.00
<b>Administrative Services</b>		
Administration/Clerical I	\$90.00	\$120.00
Administration/Clerical II	\$100.00	\$140.00
Administration/Clerical III	\$110.00	\$170.00
<b>Outreach and Communications</b>		
Communications Support I	\$90.00	\$140.00
Communications Support II	\$100.00	\$150.00
Communications Support III	\$110.00	\$160.00
Communication Strategist I	\$130.00	\$190.00
Communication Strategist II	\$170.00	\$225.00
Communication Strategist III	\$180.00	\$250.00
Senior Communication Strategist I	\$200.00	\$275.00
Senior Communication Strategist II	\$225.00	\$325.00
Senior Communication Strategist III	\$250.00	\$375.00