

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NO. _____

SHORT TITLE OF WORK PROJECT: Preliminary and final design of a Sodium Hypochlorite Disinfection facility at the Columbia Boulevard Wastewater Treatment Plant

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," **HDR Engineering, Inc.**, hereafter called Contractor. The City's Project Manager for this contract **Garry Ott**.

Effective Date and Duration

This contract shall become effective on **December 1, 2001** (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on **June 30, 2003**.

Statement of Work

- (a) The statement of work is contained in **EXHIBIT A** attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in **EXHIBIT A**.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed **\$119,519** for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in **EXHIBIT A**.

Terms and conditions listed on pages 2 - 4.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): **HDR Engineering Inc.**
 Address: **10300 SW Greenburg Road, Suite 500, Portland, Oregon 97223**
 Social Security #: **N/A**
 Federal Tax ID #: **47-0680568** State Tax ID #: **324260** Business License # **408212**
 Citizenship: Nonresident alien ☐ Yes ☐ No
 Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: 
 Signature/Title

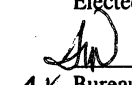
11/09/01
 Date

CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner:

 Elected Official or Delegate Date


Approved by Bureau Director:


 Bureau Director Date

Approved by City Auditor:

 Date

Approved as to form
 by City Attorney:
 (Rev.07/00)

APPROVED AS TO FORM

 City Attorney Date **11/16/01**

CITY ATTORNEY

**CITY OF PORTLAND
STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

1. Access to Records

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

2. Audits

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Funds

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

5. Early Termination of Agreement

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.

(b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

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

9. Compliance with Applicable Law

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor shall complete Exhibit B, Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof.

9a. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement.

9b. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement.

9c. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance

Exhibit C is hereby referenced and made a part of this contract.

11. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City. *Any subsequent use or modification of the work products for any purpose other than the use intended by this contract is at the risk of the City.*

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

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 Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, if the original contract required an ordinance, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If the original contract did not require an ordinance, the commissioner-in-charge may approve an amendment increasing the amount of compensation, provided the total contract price does not exceed the formal bid threshold amount set annually by the City Auditor. The Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02.030 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement.

20. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by City Project Manager)

22. Arbitration: / X / Not Applicable / ___ / Applicable (consult with City Attorney's Office before finalizing as applicable)

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

23. Progress Reports: / X / Applicable / ___ / Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: / X / Applicable / ___ / Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in Exhibit A.

Accounting Information:

Contract Managers must complete the following:

****Description of work to be performed: Predesign analysis of the feasibility and Design of a Sodium Hypochlorite Facility at the Columbia Boulevard Wastewater Treatment Plant.**

Vendor number_____

GL Fund Number 151 Account 521000 Center Code 145 22 110 Amount \$119519

PTS: 6700 / 22 / 20
Project Org. TW

Project Manager Garry Ott Phone 503.823.2498

Payment terms Net 30 days unless otherwise indicated.

EXHIBIT A
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

**Statement of the Work
and
Payment Schedule**

STATEMENT OF WORK

The City of Portland is engaging Contractor for the purpose of preliminary design, final design, and engineering services during bid required to provide the Columbia Boulevard Wastewater Treatment Plant (CBWTP) with a new sodium hypochlorite disinfection system facility, as described in Attachment A, Scope of Services.

MATERIAL AND SERVICES PROVIDED BY THE CITY OF PORTLAND

City staff will provide Consultant with data on volume of wastewater treated, plant chlorine use, as well as as-built drawings. CBWTP staff shall make available sufficient hours of staff personnel as is required to meet with consultant and provide such information as required. Specific requirements for materials and services to be provided by the City are outlined in Attachment A, Scope of Services.

The BES project manager is **Garry Ott (503.823.2498)**.

SCHEDULE OF WORK

Work shall start within 15 working days after notice to proceed. Completion shall be no later than June 30, 2003. See Attachment B, Schedule.

PAYMENT SCHEDULE

Contractor shall be paid a not to exceed amount of \$119,519 for the preliminary design work (Task 1 and Task 2). In addition, specific tasks shall not exceed the limit identified below:

<u>Task</u>	<u>Authorized Amount</u>
Task 1: Project Management During Preliminary Design	\$16,633
Task 2: Preliminary Design	\$102,886
Task 3: Design	To be determined
Task 4: Services During Bid Period	To be determined
Total authorized amount	<u>\$119,519</u>

Compensation

The total compensation is not to exceed the amount of this agreement. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

Compensation for each authorized task shall not exceed the total authorized amount without prior approval of the City. Where Contractor has provided City with a breakdown of total compensation into subtasks, such breakdowns are estimates only. Contractor may reallocate compensation between subtasks (provided total authorized amount is not exceeded) without approval of the City.

HDR's hourly rates shall be based on a multiplier of 3.1 times direct labor and shall be full compensation (exclusive of reimbursable direct expenses) for the work to be performed, including all labor, overhead, and profit. Subconsultant hourly rates will be based on a multiplier in the range of 2.5 to 3.2. Subconsultant expenses (labor and reimbursable direct expenses) will be billed at cost plus 5 percent mark-up. Routine and frequent office expenses including computers (other than for CAD services), photocopies, telephones, photographs, facsimiles, postage, parking, travel within the Portland metropolitan area (50-mile radius), and miscellaneous expenses of a minor nature shall be considered incidental indirect costs (included in the multiplier) and non-billable.

Reimbursable direct expenses include: copying of draft and final documents in excess of the number specified, copying of contract (bid) documents, travel and per diem for travel to the Portland metropolitan area, computer time for outside CAD services, and courier services. Reimbursable direct expenses shall be billed (with no mark-up) at cost or at the standard billing rate as follows:

Standard Photocopying	\$0.10/page or at cost
Print copying	\$ 0.25/sq. ft. or at cost
Mileage	\$ 0.32/mile outside of Portland Metropolitan area (50-mile radius)
Plotter	See schedule below

BLACK			COLOR		
PAPER PLOTS OR RG			PAPER PLOTS		
	X-Y	CHARGE		X-Y	CHARGE
E-size	30x42	10.00	E-size	30x42	12.00
D-size	24x36	7.00	D-size	24x36	8.50
C-size	18x24	4.00	C-size	18x24	4.75
B-size	12x18	3.00	B-size	12x18	3.75

PRESENTATION OR PREMIUM BOND			PRESENTATION		
	X-Y	CHARGE		X-Y	CHARGE
E-size	30x42	23.25	E-size	30x42	28.50
D-size	24x36	16.50	D-size	24x36	20.25
C-size	18x24	10.50	C-size	18x24	13.15
B-size	12x18	6.00	B-size	12x18	8.65

BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below:

Interim Payments

On or before the 20th of each month, the Contractor shall submit to the City's Project Manager

an invoice for work performed by the Contractor during the preceding month. The invoice shall set out all items for payment including the name of the individual, hours worked during the period and task performed and numbers completed for other items within the period and the total amount claimed. Within 30 days after receipt of the bill, provided the Project Manager has certified the payment, as due, the City shall pay the amount certified to the Contractor. The Project Manager's certification of a payment as due, however, shall not prevent the Project Manager from later determining that the certification was in error.

Payment to the Contractor is due upon receipt of invoice by Owner. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.5 percent per month or the maximum interest rate permitted by law, whichever is lesser. Such interest will become due and payable at the time said overdue payment is made.

In the event that the City questions some elements of an invoice, that fact should be made known to the Contractor within 48 hours of receipt of invoice. Contractor will help effect resolution and transmit a revised invoice as necessary. Amount not questioned by the City shall be paid promptly to Contractor in accordance with the above payment procedures.

INVOICE FORMS

The following forms shall be submitted with Contractor's invoice.

1. PTE Monthly Subcontracting Utilization Report
2. Invoice Supplement for Task Based Level of Effort Contracts

Bureau of Environmental Services - Business Opportunity Program
PTE Monthly Subcontracting Utilization Report - Form 1 - Example
Revision Date: 02/01/01

1- Invoice Number 1	4- Original Contract Amount (\$ 119,XXX)	5- Project Name CBWTP Sodium Hypochlorite Conversion
2- Invoice Period 12/01/01 – MM/DD/YY	4a- Contract Modification Amount (\$ 0)	5a- Project Number 6700
3- Contract Number xxxxxx	4b- Current Contract Amount (\$ 119,XXX)	6- Prime Consultant HDR Engineering, Inc.

7	8	9	10	11	12	13	14	15	16
Sub-Consultant Name	Status is MBE, WBE, ESB or OBE	Scope of Work	Negotiated Fee Subcontract Amount (\$)	Changes to Subcontract Amount (\$) and date *	Estimated Total Subcontract Amount at Completion (\$)	Current Invoice Amount (\$)	Total Amount Invoiced to Date (\$)	Amount (\$) and Date of Last Payment	Total Payments to Date (\$)

Contract Compliance: Subconsultants are to be afforded the opportunity to perform their respective tasks equal to the contract negotiated levels where said tasks are actually required on the project. Subconsultants are to be kept informed of workscope, schedule and other changes affecting their utilization. Proposed changes to the level of HUB utilization must have the prior written approval of the Project Manager and Business Opportunity Program Manager. This Monthly Subcontracting Utilization Report must be attached to invoice submittals.

Please Note: Instructions for completing this report are on the reverse side.

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Consultant Representative

Date

INSTRUCTIONS FOR COMPLETING THE SUBCONTRACTING UTILIZATION REPORT FOR PROFESSIONAL SERVICES CONTRACTS

1. **INVOICE NUMBER:** Indicate the invoice number this report corresponds to.
2. **INVOICE PERIOD:** Indicate period of time being reported.
3. **CONTRACT NUMBER:** Indicate City's assigned contract number for this project.
4. **ORIGINAL CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract at award.
- 4a. **CONTRACT MODIFICATIONS:** Indicate any modifications to the original contract amount, using a plus sign in front of the amount for additions and a minus sign for reductions.
- 4b. **CURRENT CONTRACT AMOUNT:** Indicate the contract amount plus or minus modifications in 4a.
5. **PROJECT NAME:** Indicate the project name as indicated on the contract documents.
- 5a. **PROJECT NUMBER:** Indicate the City's assigned project number for this project.
6. **PRIME CONSULTANT:** Indicate the name of the prime consultant.
7. **SUBCONSULTANT NAME:** List all subconsultants in this column.
8. **CERTIFICATION STATUS:** Indicate the appropriate Office of Minority, Women and Emerging Small Business (OMWESB) certification status of each consultant listed in item 7. Example - Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Emerging Small Business (ESB) or noncertified firms referred to as Other Business Enterprise. Other Business Enterprise (OBE) indicate firms that are not certified by the OMWESB. **Note:** Designations should be consistent with how firms were proposed and approved of at time of contract award. The prime consultant is responsible for verifying that their subconsultants have certification status with the State of Oregon.
9. **SCOPE OF WORK:** Briefly describe subconsultant's workscope. Example: Geotech, Design and Engineering Services, CAD Services
10. **NEGOTIATED FEE SUBCONTRACT AMOUNT:** Indicate the dollar amount for each subconsultant's utilization at time of award to the prime consultant.
11. **CHANGES TO SUBCONTRACT AMOUNT:** Indicate the dollar value and effective date of any changes to subcontracts. Additions to the contract should be shown using a plus sign in front of the amount and reductions in contract amounts using the minus sign.
12. **ESTIMATED TOTAL SUBCONTRACT AMOUNT AT COMPLETION:** This is the Prime Consultant's current estimate of what the total subcontract amount will be at completion.
13. **CURRENT INVOICE AMOUNT:** Indicate dollar amount on current invoice of the subconsultant.
14. **TOTAL AMOUNT INVOICED TO DATE:** Indicate total dollar amount invoiced to date by the subconsultant.
15. **AMOUNT AND DATE OF LAST PAYMENT:** Indicate the amount of the last payment to each subconsultant and the date of that payment.
16. **TOTAL PAYMENTS TO DATE:** Indicate total dollars paid to date to the subconsultant.

NOTE: This report is to be completed by the prime consultant and submitted with the invoice to the project manager.

COMMENTS: _____

Invoice Supplement – Example
Task Based Level of Effort Contracts – Form 10

Project Staff	Staff Category	Billing Rate/Hr	TASK 1 Project Management		TASK 2 Scope Development		TASK 4 Construction Documents		TASK 5 Design Report		Task 6 Construction Services		TOTAL	
		\$/hr	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$
Howell Fitzgerald	Principal Senior Project Manager	\$100	3.4	340.00	2	200.00	2	200.00	5	500.00	13	1,300.00	25.4	2,540.00
		\$90	8	720.00	4	360.00	22	1,980.00	33	2,970.00	66	5,940.00	133	11,970.00
Morgan	Project Manager	\$85	12	1,020.00	7	595.00	3	255.00	41	3,485.00	23	1,955.00	86	7,310.00
Ranson Jones	Sr. Staff Senior Engineer	\$75	0	-	20	1,500.00	66	4,950.00	5	375.00	19	1,425.00	110	8,250.00
		\$70	0	-	9	630.00	2	140.00	87	6,090.00	33	2,310.00	131	9,170.00
Simmons DeVoe	CADD Staff Clerical	\$45	0	-	3	135.00	9	405.00	50	2,250.00	39	1,755.00	101	4,545.00
		\$40	2	80.00	1	40.00	56	2,240.00	56	2,240.00	2	80.00	117	4,680.00
Subconsultant A	Engineer	\$98	0	-	25	2,450.00							25	2,450.00
Subconsultant B														
Subconsultant C														
Subconsultant Mark-up						122.5								
Contract Total			80.00	7,890.00	71.00	10,000.00	160.00	10,170.00	277.00	17,910.00	195.00	14,765.00	728.40	50,915.00
Current Billing Period			25.4	2,160.00	35	6,032.50	160	10,170.00	277	17,910.00	195	14,765.00	728.4	50,915.00
Previous Total to Date				875.00										#REF!
% of Work Complete				3,035.00		6,032.50		10,170.00		17,910.00		14,765.00		#REF!
% of Budget Expended				27%										
Estimated at Completion				38%										

EXHIBIT B
INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Signature *Steve DeLoach* Date 11/09/01 Entity MDR Engineering Inc

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor; standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

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

Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

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

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

Contractor Signature

Date

EXHIBIT C INSURANCE REQUIREMENTS

INSURANCE (The Project Manager must answer and initial 2, 3, and 4 below).

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

-
2. ☒ Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:

3. ☒ Required and attached or Waived by City Attorney : _____

Automobile Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. ☒ Required and attached or Waived by City Attorney : _____

Professional Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**EXHIBIT D
PTE CONTRACT WORKSHEET**

I. CONTRACT INFORMATION

RFP NO.: N/A	Bureau: BES	Project Manager: Garry Ott	Phone No: 823-2498	Award Date: N/A
---------------------	--------------------	-----------------------------------	---------------------------	------------------------

Project Name: CBWTP Sodium Hypochlorite Conversion #6700				Bid Estimate: \$80,00 - 120,000			
Briefly describe contract services: Preliminary and final design engineering services required to provide the Columbia Boulevard Wastewater Treatment Plant (CBWTP) with a new sodium hypochlorite disinfection system facility.							
Total RFPs Distributed: 24				Total RFPs Received: 6			
MBEs:	WBEs:	ESBs:	Non-certified:	MBEs:	WBEs:	ESBs:	Non-certified: 6

II. SOLICITATION INFORMATION

	Firm Selected	Firm No 2	Firm No 3	Firm No 4
Firm Name	HDR Engineering Inc.	Brown and Caldwell	Black & Veatch	Carollo Engineering
Address	10300 SW Greenburg Road, Suite 500, Portland OR 97223	9620 SW Barbur Boulevard, Suite 200, Portland OR 97219	4004 Kruse Way Place, Suite 200, Portland OR 97035	5100 SW Macadam Avenue, Suite 440, Portland OR 97201
Phone	503.768.3700	503.244.7005	503.699.7556	503.227.1885
Owner				
Quote Amt	\$110,986	\$99,634	\$109,668	\$115,350
EEOcertification				
M/W/ESB Certification				
Contract Amount	\$119,519	N/A	N/A	N/A

NOTE: Attach multiple pages as needed to include information on all proposals, bids or quotes received

**EXHIBIT D
PTE CONTRACT WORKSHEET**

I. CONTRACT INFORMATION

RFP NO.: N/A	Bureau: BES	Project Manager: Garry Ott	Phone No: 823-2498	Award Date: N/A
---------------------	--------------------	-----------------------------------	---------------------------	------------------------

Project Name: CBWTP Sodium Hypochlorite Conversion #6700				Bid Estimate: \$80,000 - 120,000			
Briefly describe contract services: Preliminary and final design engineering services required to provide the Columbia Boulevard Wastewater Treatment Plant (CBWTP) with a new sodium hypochlorite disinfection system facility.							
Total RFPs Distributed: 24				Total RFPs Received: 6			
MBEs:	WBEs:	ESBs:	Non-certified:	MBEs:	WBEs:	ESBs:	Non-certified: 6

II. SOLICITATION INFORMATION

	Firm Selected	Firm No 5	Firm No 6	Firm No 7
Firm Name	HDR Engineering Inc.	Kennedy/Jenks	CH2M Hill	N/A
Address	10300 SW Greenburg Road, Suite 500, Portland OR 97223	2828 SW Naito Parkway, Suite 250, Portland OR 97201	825 NE Multnomah, Suite 1300, Portland OR 97232	
Phone	503.768.3700	503.295.4199	503.235.5000	
Owner				
Quote Amt	\$110,986	\$139,950	\$112,304	\$
EEO certification				
M/W/ESB Certification				
Contract Amount	\$119,519	N/A	N/A	N/A

NOTE: Attach multiple pages as needed to include information on all proposals, bids or quotes received

III. OTHER INFORMATION

- 1. If you did not contact any MBE, WBE or ESB firms, briefly state why:**

Request for Proposal (RFP) published in Oregon Daily Journal of Commerce

- 2. If you have awarded other contracts to the same firm within the last 12 months, please list:**

Date: N/A Amount: \$

Briefly describe contract services: _____

- 3. List names and affiliation of selection committee used to choose your contractor.**

Chris Mack, BES/Wastewater Group

Jim Morris, BES/Wastewater Group

Jaime de la Garza, BES/Controls

Alan Johnston/City of Gresham

Garry Ott, BES/Engineering Services

AUTHORIZING SIGNATURE OF COMMISSIONER OR BUREAU DIRECTOR

PTEworksheet.doc: 10/99

DR 

ATTACHMENT A
Scope of Services
For
CBWTP Sodium Hypochlorite Conversion
Project #6700

The objective of the preliminary and final design of the CBWTP Sodium Hypochlorite Facility is to evaluate and design improvements to the City's existing chlorine gas disinfection system that:

- Provides safe, reliable, and trouble-free operation.
- Phases construction to avoid adverse impacts on plant operations.
- Develops a site plan and system configuration that provides sufficient capacity for future expansion.
- Thoroughly evaluates disinfection options, and provides a strategy for justifying selection of a disinfection alternative.
- Takes full advantage of existing infrastructure for new processes.

Under the initial phase of this contract, the consultant shall provide preliminary design for the disinfection facilities. Design and bid phase services shall be included in a separate amendment.

The following scope of services is based on our understanding of the City's needs and on the proposed regulatory requirements. The level of effort associated with this scope of work is included at the end of Attachment A.

Task 100 – Project Management

Objective: Plan and execute the preliminary design in accordance with BES' schedule, budget, and quality expectations. Establish and maintain effective communication among BES and consultant staff. Project management scope applies only to the preliminary design tasks of this project.

Deliverables:

- Project Guide
- Kickoff Meeting Minutes
- Monthly invoices and progress reports

Activities:

101 Project Guide.

Prepare a Project Guide that clearly describes expectations, responsibilities, scope, schedule and budgets. The Guide will include HDR's Project Management Plan, and will define protocols for communication amongst the project team as well as outline QA/QC procedures in accordance with BES' standards.

102 Project Team Meetings.

Conduct a Project Kickoff Meeting with key members of the consultant team and project stakeholders. The meeting will be used to refine project goals, work plan and schedule, confirm or expand upon the project goals and objectives, define the boundaries of the alternative analysis task, discuss design and evaluation criteria, and gather information from staff regarding the existing disinfection system.

Hold project team meetings every month during the preliminary design and every other month for the remainder of the project. These team meetings will be with the BES project manager and selected HDR team staff. The meetings will review project activities, resolve technical issues, identify additional information needed, and expedite the decision making process. A total of seven meetings are anticipated.

103 Progress Reports.

Prepare a monthly narrative report and invoice for delivery to BES. The reports will present the project status in terms of work completed, work remaining, anticipated and agreed-on changes, budget, updated schedule, cash flow projections, and estimated cost to complete.

Team Members/Roles:

Heather Stephen	Project Manager
John Lang	Principal in Charge
Ann Harrison	Accounting
Carol Merrill	Project Assistant

Task 200 – Preliminary Design

201 – Preliminary Evaluation

Objective: Gather necessary information and conduct sufficient analysis to select a recommended approach for future improvements to the disinfection system at the CBWTP. Initiate support tasks including surveying, geotechnical evaluation, public involvement, and permitting support.

Deliverables:

- Design Criteria Technical Memorandum
- Design Criteria Review Meeting Agenda/Minutes
- Alternative Evaluation Technical Memorandum
- Alternative Evaluation Workshop Agenda/Minutes
- Recommended Alternative Technical Memorandum
- Permitting/Regulatory Requirement Technical Memorandum
- Geotechnical Review Technical Memorandum
- Survey base map
- Copies of permit applications
- Public meeting materials

Activities:

201.1 Establish Design and Evaluation Criteria.

Review BES and HDR design and evaluation criteria for disinfection systems. Design criteria will include technical, location/layout, and regulatory/code criteria. Summarize recommended criteria in a technical memorandum for BES review. Finalize design and evaluation criteria during the Project Kickoff Meeting described in Subtask 102.

201.2 Information Gathering.

Review existing documentation and meet with plant and City staff to review previous analyses and gather technical and non-technical data on the existing disinfection system. Information gathering will include but not be limited to:

- 1989 CBWTP Chlorination System Evaluation
- 1995 CBWTP Facilities Plan
- 1997 CBWTP Master Plan
- CBWTP Operations report
- Electronic data showing dry weather and wet weather flows, chlorine consumption, cost, and dose at the various chlorination points for the past five years
- Documentation of the City's existing risk management program and process safety management program
- Chlorine leak records for the past 10 years, and any associated regulatory actions, agreements, settlements, or fines
- Staffing records showing plant employee O&M and training hours associated with the existing gaseous chlorine disinfection system
- A description of the existing points of application, chlorine dose (minimum, maximum, and average), control methods used, and residual monitoring requirements or capabilities
- A description of storage requirements or preferences
- Mixing provisions/discharge pressure at each point of application

Conduct a meeting with operations, maintenance, and risk management staff to inventory available non-technical information associated with the gaseous chlorine system. This meeting is assumed to be conducted in conjunction with the Project Kickoff Meeting described in Subtask 102.

201.3 Alternative Analysis.

Develop five alternatives for projected ultimate buildout conditions. Alternatives will include: continued use of gaseous chlorine, complete conversion to sodium hypochlorite with offsite delivery, complete conversion to sodium hypochlorite with on-site generation, hybrid gaseous/sodium hypochlorite, and up to one other alternative identified during the project kickoff meeting. For each alternative, evaluate:

- Sizing, requirements, and configuration of major storage and mechanical equipment/facilities
- Layout/location/site impacts
- Maintenance impacts
- Safety concerns and requirements
- Interaction with other plant systems (i.e., tie-in of new hypochlorite system and hypochlorite system for ancillary odor control facilities at the headworks and primary clarifiers)
- Supply alternatives (commercial supply vs. on-site generation; method of supply)
- Cost
- Phasing/implementation for near- and long-term construction
- Constructability
- Reliability

Generate a technical memorandum summarizing the alternatives and identifying a preliminary recommendation. Review alternatives in a workshop with BES staff, and modify memorandum to address City questions or concerns and refine the recommendation to include a detailed site layout for immediate and build-out facilities, a process control narrative, and an updated cost estimate. Review final recommendation in a Recommended Plan Workshop with the City.

201.4 Public Involvement.

Coordinate with BES' Communications Staff and the BES project team to define the level and type of public involvement activities appropriate for various phases of the project. Prepare a memorandum summarizing the public involvement plan, and prepare materials for and attend meetings with the Citizens Advisory Committee and other citizen stakeholder groups. The scope of work for this task assumes that one Powerpoint presentation will be prepared for consultant or City use, and that consultant project manager will attend two meetings with stakeholder groups.

201.5 Permitting.

Based on the recommended alternative, determine permits, easements, and environmental reviews required for facility construction. Initiate contact with the Office of Planning and Development Review (OPDR) for preliminary feedback, and obtain copies of permit applications. Coordinate contact with DEQ, and invite DEQ representative to attend Recommended Plan Workshop to review recommended alternative and provide preliminary design approval. No formal meetings with regulatory or permitting agencies are anticipated in the preliminary design phase. Prepare technical memorandum summarizing permit submittal requirements, necessary reviews, potential concerns or constraints, and expected timelines for approval.

201.6 Geotechnical Evaluation.

Numerous investigations have been made previously at the CBWTP, many in the area of interest of this project. Review geotechnical reports currently possessed by team member Fujitani Hilts and those available from BES to characterize the subsurface soil and groundwater conditions for the preliminary design studies. Review published geology regarding the seismicity of the site area in order to evaluate potential seismic hazards to the project. Prepare a technical memorandum summarizing the findings from the review of existing information, discussion potential seismic hazards, presenting geotechnical issues that need to be addressed, and recommending additional investigations for final design.

201.7 Survey.

Supplement existing mapping based on field survey and research, using BES drafting standards and based on datum consistent with existing BES mapping. Provide a control survey and define horizontal coordinates and vertical elevation of existing features such as pipe and channel inverts, valves, structure walls, floor slabs, and buried piping and structures not defined in existing as-built drawings. Scope includes an allowance of four crew-days to perform control survey, field survey, and field quality control edits. City crews will perform any necessary utility locating and potholing.

Team Members/Roles:

Heather Stephen	Project Manager/Public Involvement
-----------------	------------------------------------

Dan Harmon	Task Lead
Barry Rowland	Design Criteria/Alternative Evaluation
Dave Murbach	Alternative Evaluation/QC
John Calmer	Technical Advisor
Bruce Gravette	Technical Advisor
Mario Benisch	Project Engineer
Herb Fricke	Utilities/Alignment/Survey
Frank Fujitani	Geotechnical Evaluation
Amy Connors	Regulatory/Permitting

202 – 30% Design

Objective: Produce 30% plans, specifications, and cost estimates for recommended improvements.

Deliverables:

- 15 copies of Preliminary Design Report and Plans

Activities:

202.1 30% Design Plans and Specifications.

The purpose of this subtask is to develop the design in sufficient detail to convey the design intent to BES staff and other interested parties and provide information for “budget level” cost estimating, construction planning and value engineering. Prepare plans and specifications associated with an approximately 30% level of design. Documents will conform to the wastewater group’s Control Systems Standards, and equipment numbering will be coordinated with CBWTP planners. Internal QC review, including constructability review, will be performed prior to submittal to BES. Major work elements include:

- Process flow diagrams
- Preliminary P&ID’s
- Finalize unit process sizing
- Line size calculations
- Finalize major equipment and materials selection
- Building footprints, major sections, and elevations
- Site plan and site utility base maps
- Electrical one-line diagrams
- Detailed drawing list for final design
- Complete specifications list

Provide City with fifteen copies and one camera-ready reproducible copy of preliminary design documents.

202.2 Schedule and Cost Estimate.

Prepare a construction cost estimate and project schedule and phasing plan reflecting the 30% design documents from Subtask 202.1.

202.3 Preliminary Design Report.

Compile approved technical memoranda developed in Task 200 in a Preliminary Design Report including recommendations for final design. Provide City with fifteen copies and one camera-ready reproducible copy of Preliminary Design Report.

Team Members/Roles:

Dan Harmon	Task Lead
Barry Rowland	Preliminary Engineering
Grover Jones	Preliminary Engineering
Dave Murbach	QC
John Calmer	Technical Advisor
Bruce Gravette	Technical Advisor
Mario Benisch	Project Engineer
Greg Moen	Project Engineer
Don Best	Electrical/I&C
Grady Stephens	Structural

Task 300 – Design

To be negotiated later. The provision of these services is contingent upon the successful negotiation of a contract amendment. The City is not obligated to execute an amendment and will do so only if in the City's interest.

Task 400 – Services during Bid Period

To be negotiated later. The provision of these services is contingent upon the successful negotiation of a contract amendment. The City is not obligated to execute an amendment and will do so only if in the City's interest.

Work City Will Perform

In order to maximize the effectiveness of the work, it will be important to use data and information available from or easily obtained by the City. A preliminary list of information needed is presented here:

- 1995 CBWTP Facilities Plan
- 1997 CBWTP Master Plan
- CBWTP Operations report
- CBWTP NPDES permit
- BES Controls System Standards
- Electronic site maps
- Electronic as-built drawings and hard-copy specifications for areas of interest
- Descriptions of special plant operating needs and constraints (i.e., access to certain site locations under all conditions, etc.)
- Geotechnical reports for the area of interest
- Electronic data showing dry weather and wet weather process flows for the past five years

- Electronic data showing chlorine consumption, cost, and dose at the various chlorination points for the past five years
- Process flow data for the past five years at all chlorine application points
- Documentation of the City's existing risk management program and process safety management program
- Chlorine leak records for the past 10 years, and any associated regulatory actions, agreements, settlements, or fines
- Any design and evaluation criteria used for previous analysis of disinfection systems, if available.
- Staffing records showing plant employee O&M and training hours associated with the existing gaseous chlorine disinfection system
- A description of the existing points of application, chlorine dose (minimum, maximum, and average), control methods used, and residual monitoring requirements or capabilities
- A description of storage requirements or preferences
- Mixing provisions/discharge pressure at each point of application
- Any design and evaluation criteria used for previous analysis of disinfection systems, if available.

In addition, the City will provide the following services:

- Perform any locating and potholing required for survey of buried utilities/structures
- Participate in meetings and workshops
- Give thorough consideration to all reports, estimates, drawings, specifications, and other documents presented by the Consultant and inform the Consultant of all decisions.
- Provide appropriate copies of plans and specifications to review agencies
- Obtain regulatory approvals required for construction of the project

**City of Portland
Columbia Boulevard Wastewater Treatment Plant
Sodium Hypochlorite Conversion**

Level of Effort	HDR Engineering, Inc.													Fujtani-Hills								White Shield	Total Budget														
	Principal	Project Engineer	Project Geologist	Senior Engineer	Project Engineer	Field Engineer	Technician	Project Administrator	Notes	Labor	Expenses	10% Profit	Principal	Project Engineer	Project Geologist	Engineer/Geologist I	Drafter	Clerical	Labor	Expenses		Budget															
	\$ 140.00	\$ 140.00	\$ 170.00	\$ 22.00	\$ 110.00	\$ 25.00	\$ 65.00	\$ 20.00					\$ 133.35	\$ 117.60	\$ 94.50	\$ 63.00	\$ 63.00	\$ 48.20																			
Task Description																																					
Task 100 Project Management																																					
101	Project Guide				2		8			12			4	26	\$ 2,360	\$ 250					\$ -		\$ 2,610														
102	Project Team Meetings				2		32	32		4	16			86	\$ 9,424	\$ 280					\$ 533		\$ 10,217														
103	Progress Reports						14							46	\$ 3,460	\$ 346					\$ -		\$ 3,806														
	Sub-total (Hours)				2	2	54	32		4	28	0	36	154					4	0	0	0	0														
	Sub-Total (Dollars)				\$ 280	\$ 280	\$ 5,940	\$ 3,904	\$ 440	\$ 2,240	\$ -	\$ 2,160		\$ 15,244	\$ 856		\$ 5,100	\$ 533	\$ -	\$ -	\$ -	\$ -	\$ 533	\$ -													
Task 200 Preliminary Design																																					
201 - Preliminary Evaluation																																					
201.1	Establish Design and Evaluation Criteria					1	2		8					19	\$ 1,976	\$ 198					\$ -		\$ 2,174														
201.2	Information Gathering						4				12			16	\$ 1,400	\$ 50					\$ -		\$ 1,450														
201.3	Alternative Analysis				2	12	40	48		76	16	16		210	\$ 20,312	\$ 1,291					\$ -		\$ 21,603														
201.4	Public Involvement				2		16					16		34	\$ 3,096	\$ 800					\$ -		\$ 3,896														
201.5	Permitting					2	8			32				42	\$ 3,720	\$ 372					\$ -		\$ 4,092														
201.6	Geotechnical Evaluation						2	8						10	\$ 1,196	\$ 50					\$ -		\$ 1,246														
201.7	Survey							4						4	\$ 488	\$ 50					\$ -		\$ 538														
202 - 30% Design																																					
202.1	30% Design Plans and Specifications				2	24	20	80	64	40	80	40		370	\$ 35,720	\$ 1,172					\$ -		\$ 36,892														
202.2	Schedule and Cost Estimate					1	4		16	20				41	\$ 3,940	\$ 396					\$ -		\$ 4,336														
202.3	Preliminary Design Report				4	8		32	4	24	24	16		112	\$ 10,488	\$ 1,200					\$ -		\$ 11,688														
	Sub-total (Hours)				10	48	96	160	104	212	136	72	858						2	18	16	8	8	4													
	Sub-Total (Dollars)				\$ 1,400	\$ 6,720	\$ 10,560	\$ 21,960	\$ 11,440	\$ 16,960	\$ 8,976	\$ 4,320		\$ 82,336	\$ 5,579		\$ 7,915	\$ 267	\$ 2,117	\$ 1,512	\$ 504	\$ 504	\$ 185	\$ 5,088	\$ 79												
TOTALS (Hours)															12	50	150	212	108	240	136	108	1,012				6	18	16	8	8	4					
TOTALS (Dollars)															\$ 1,680	\$ 7,000	\$ 18,500	\$ 25,864	\$ 11,680	\$ 19,200	\$ 8,976	\$ 6,480		\$ 97,560	\$ 6,435	\$ 104,015	\$ 800	\$ 2,117	\$ 1,512	\$ 504	\$ 504	\$ 185	\$ 5,622	\$ 79	\$ 5,700	\$ 9,804	\$ 119,519

1. Subconsultant costs include a 5% markup

ATTACHMENT B
Schedule

The schedule for the preliminary design and design tasks is shown on the following page. The schedule for final design and services during bid period will be negotiated at a later date.

ACORD CERTIFICATE OF LIABILITY INSURANCE

06/01/2002

DATE (MM/DD/YY)
11/13/2001**PRODUCER**

LOCKTON COMPANIES
444 W. 47TH STREET, SUITE 900
(816) 860-9000
KANSAS CITY MO 64112-1906

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGEINSURED
13130

HDR ENGINEERING, INC.
ATTN: LOUIS J. PACHMAN
8404 INDIAN HILLS DRIVE
OMAHA, NE 68114-4049

INSURER A: ZURICH AMERICAN INS CO. - O.P. KS

INSURER B: AMERICAN GUARANTEE & LIAB (ZURICH)

INSURER C: HARTFORD FIRE INSURANCE COMPANY

INSURER D: CONTINENTAL CAS (V.O. SCHINNERER)

INSURER E: OHIO CASUALTY (PROF RISK INS SERV)

COVERAGES

PA

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input checked="" type="checkbox"/> LOC	GLO3504583	06/01/2001	06/01/2002	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP3504584 BAP3504585 TAP3504586	06/01/2001	06/01/2002	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY EA ACC AGG \$ XXXXXXXX
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY EA ACC AGG \$ XXXXXXXX
E	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	BX052852174 (EXCLUDES PROF. LIAB)	06/01/2001	06/01/2002	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	37WBRMX9752	06/01/2001	06/01/2002	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER P.I. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	OTHER ARCHS & ENGS PROFESSIONAL LIABILITY	PLN113978408	06/01/2001	06/01/2002	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

APPROVED AS TO FORM

Jeffrey L. Rogers

CITY ATTORNEY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CITY OF PORTLAND, ITS OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES FOR SERVICES PERFORMED UNDER THIS AGREEMENT. RE: CITY OF PORTLAND-FINAL DESIGN OF SODIUM HYPOCHLORITE DISINFECTION FACILITY PROJECT (07307).

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

[] [] [] []

1101868

CITY OF PORTLAND, BUREAU OF ENVIRONMENTAL SERVICES
COLUMBIA BLVD WASTEWATER TREATMENT PLANT
ATTN: CARRY OTT
5001 NORTH COLUMBIA BLVD.
PORTLAND OR 97203-2088

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David M. Roberts

