

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES  
CONTRACT NO. \_\_\_\_\_

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and HNTB Corporation, hereafter called Contractor. The City's Project Manager for this contract is Karen Rabiner.

**Effective Date and Duration**

This contract shall become effective on January 4, 2000, 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 May 31, 2001.

**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 \$395,000 for accomplishment of the work, including any allowable expenses.
- (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): HNTB Corporation  
 Address: 220 NW 2<sup>nd</sup> Ave, Suite 600, Portland, OR 97209  
 Social Security #: \_\_\_\_\_  
 Federal Tax ID #: 14362 sec. 120 State Tax ID #: \_\_\_\_\_ Business License # 433699  
 Citizenship: Nonresident alien: No  
 Business Designation (check one):  Individual  Sole Proprietorship  Partnership  Estate/Trust  
 Corporation  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: Melton A Smith VP 12/16/99  
 Signature/Title Date

**CITY OF PORTLAND SIGNATURES**

Approved by Mayor or Commissioner: \_\_\_\_\_

Elected Official or Delegate Date

Approved by Bureau Director: \_\_\_\_\_

B. Smith 12/28/99  
 Bureau Director Date

Approved by City Auditor: \_\_\_\_\_

City Auditor Date

Approved as to form  
by City Attorney:  
(Rev. 7/98)

[Signature] 12-20-99  
 Office of City Attorney Date

**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 subconsultants, 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. All documents, including, but not limited to, drawings, plans, reports, specifications, and computer software prepared by Contractor pursuant to this Agreement are instruments of the Contractor's service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Contractor.

**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. The City's Project Manager has authorization to increase the original contract amount by 25% or \$85,000, without additional action by the City Council.

**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 full 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.

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**OPTIONAL PROVISIONS** (selected by City Project Manager)

**22. Arbitration: // Applicable // Not 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: // 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: // 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.

## Exhibit A

### Task Descriptions for Steel Bridge Construction Services Contract

The City of Portland desires a bicycle/pedestrian connection from the Eastbank of the Willamette River to Tom McCall Waterfront Park on the West Side. The City has selected the alignment and preferred alternative to construct. HNTB provided project engineering services to the City, and now under separate contract, proposes for construction services.

The descriptions below describe the work tasks for construction services to be performed under this contract. These tasks were developed in partnership with the City of Portland's Construction Manager. The estimated hours for each of these tasks were established by City of Portland staff with information provided by HNTB and are detailed in "River Access and Transportation, Phase 1 Steel Bridge Pedestrian and Bicycle Crossing Construction Support Services Labor Hour Estimate".

The construction services team for the purposes of this contract will be composed of three firms, HNTB as the lead, Kurahashi and Associates providing construction survey services and Kleinfelder providing construction geotechnical services. Team members from HNTB will be as follows: Portland Office - Jeanne Caswell, Office Director; Steven L. Barrett, Project Manager; Kansas City Office - Bernie Hopfinger and John Hronek, Mechanical; Seattle Office - Bill James, Design Project Manager; Bridge Group; Civil Group; Electrical Group; Don Steele, Railroad Coordinator. The team members from Kurahashi and Associates will be as follows: Lee Jordan, Project Manager; Dave Grassel, Supervisor; 2 or 3 person Survey Crew. The team members for Kleinfelder will be as follows; Project Manager, Terry Craven, Project Engineer, Frank Butruille.

#### Additional Design Services (City Funded)

During the design phase of the River Access and Transportation, Phase 1 project, additional design services not covered in the scope of work as modified through Contract Amendment #4 were requested by the City. These additional design services are to be funded with City sources, not using the ODOT federal aid funding sources used for the bulk of the design contract.

- 1) Value Engineering Support - The City sponsored a VE Study in the fall of 1998. HNTB provided support to the City's VE study, assisting in evaluations of the VE Alternatives and by attending the VE-related meetings.
- 2) Evaluations of VE Alternatives - HNTB evaluated selected VE alternatives to determine approximate re-design costs that would be associated with the selected alternatives. HNTB also provided feasibility assessments of selected VE alternatives under consideration by the City.
- 3) VE Meeting Support - HNTB's project manager attended the VE Team presentation in Portland. Follow-up activities included distribution of materials to other members of the HNTB team and providing written feedback on the VE Team recommendations to the City.
- 4) ADA Platform Evaluation - City review of the 90% plans indicated that it would be desirable to add an ADA-compliant viewing platform to be located between the upper and lower pressure sewer crossing structures. The feasibility and potential construction cost of this proposed project element were evaluated by HNTB.

- 5) Temporary Power Provisions - HNTB provided assistance with development of one-line diagrams and specifications for temporary power provisions for the Eastbank projects. These specifications were incorporated into the Convention Center Dock project for construction.
- 6) Electrical Work/Control Systems Final Design Revisions - Following preparation of the 95%-level design documents, revisions to some elements of the project were required to respond to design changes requested by the Union Pacific Railroad and/or other bureaus within the City. These revisions were primarily related to the lift span gate controller systems, and to lighting and power provisions.
- 7) Hard Wire Gate Controllers - The City signal section requested that the design of the gate controllers for the fixed spans be revised from the proposed spread-spectrum radio connection, which is required for the lift spans, to a hard-wired connection for the fixed span gates. This change required revisions to the controller equipment design and additional design, plan, and specification revisions to the electrical plans to incorporate additional conduit and wiring runs.
- 8) Add Close on Lift Function - At the June 1999 plan-in-hand review meeting, representatives of the Union Pacific Railroad requested that the City change the design of the lift span gate controllers to incorporate provisions for a "hot tap", or connection, from the lift span controller to the gate controller. In addition, the City signal section requested that the gate controller design be revised from the proposed relay-based design to a programmable logic controller (PLC) design.
- 9) Service Disconnects - The City requested that service disconnects be added to the lighting and controller power circuits for the electrical appurtenances to be located on the proposed lower deck pathway, supplementing the proposed control circuitry located on the Eastbank and in the machinery room of the Steel Bridge.
- 10) Hinged Light Pole Bases - The City street lighting section asked that provisions for hinged light poles be incorporated into the lighting design for the project. This required modifications to the pole, foundation, coping, and railing designs for the Steel Bridge and Eastbank portions of the project.

#### Pre-award Services

- 1) The Contractor Project Manager (Barrett), Kansas City staff (Hopfinger), Seattle staff (James) will prepare for and attend the prebid meeting. Preparation of agenda, meeting minutes and distribution are not included.
- 2) Kansas City staff (Hronek), Seattle staff (James. Bridge, Civil/Landscape, Electrical) will respond to pre bid requests for information from prospective bidders. Written records of all pre-bid telephone conversations will be kept on the City supplied form. Copies shall be promptly forwarded to City staff.
- 3) The Contractor Project Manager (Barrett) and Seattle staff (James) will participate with City staff in the bid evaluation process for bids received by the City for construction of the project. Evaluation process and criteria will be developed by City staff and is not included.

- 4) Pursuant to the direction of the City of Portland Construction Manager (Barnard), Kansas City staff (Hronek) and Seattle staff (Civil/Landscape, Electrical) will write and review addendums for the Greenway Trail Lights, Gate Controllers, Regulatory Signs, CCTV/Electrical Coordination, there may also be potential Bridge Issues and Addendums. In addition, it is assumed additional addendums will be required.
- 5) Portland staff (Caswell) and Seattle staff (James) will administer the contract including project review, project cost tracking, and monthly progress reports and billing.

#### Construction Support Services

The Contractor shall not be responsible: 1) for the construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the project construction. 2) for the failure of any construction contractor, subcontractor, vendor, or other Project participant, not under contract to Contractor to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or 3) for procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Contractor in the Scope of Services.

#### Field Office Engineering Support

- 1) The Consultant Project Manager (PM)(Barrett), On-Site Bridge Engineer/Technician (BE/T) and Portland staff (Caswell) will attend an all day partnering session.
- 2) PM, BE/T, Kansas City staff (Hopfinger), Seattle staff (James) and Kurahashi & Associates Inc. staff (Butruille) will attend and participate in pre-construction meeting. Preparation of agenda, meeting minutes and distribution are not included.
- 3) PM, BE/T, and Kurahashi & Associates Inc. staff (Butruille) will attend and participate in one hour pre-survey meeting to go over survey requirements for the project. Preparation of agenda, minutes and distribution are not included.
- 4) BE/T will attend and participate in one-hour pre-concrete finish meeting to go over finish requirements in the various project areas. Preparation of agenda, meeting minutes and distribution are not included.
- 5) PM and BE/T will attend and participate in one hour, weekly construction meeting to go over progress, schedule, problems, conflicts and etc. Preparation of agenda, meeting minutes and distribution are not included.
- 6) PM, BE/T, and Portland staff (Caswell) will attend and participate in one hour weekly railroad coordination meeting to go over project coordination with railroad operations and other railroad issues as needed. Meetings held related to construction phases that require railroad coordination. Preparation of agenda, meeting minutes and distribution are not included.
- 7) PM, BT/E Portland staff (Caswell), Kansas City staff (Hopfinger, Hronek), Seattle staff (James, Bridge, Civil/Landscape and Electrical) will attend and participate in team problem solving meetings as required to work out any project issues as they arise: construction details, conflicts, schedule, delivery , etc.

- 8) The labor hour estimate for services shall remain in force and effect unless otherwise directed by City Construction Manager (Barnard).

#### Bridge Engineer

- 1) For on site inspections, the PM and BE/T will observe and monitor the on-site activities of the construction contractor; will make field notes for installation records; confirm conformance to the plans and specifications in terms of size, location and material; and that work progress and/or problems and solutions are documented and communicated to City staff. BE/T will maintain a daily log of progress. The log will include at least the following information: title of project and location, job number, contract number, weather conditions, number and classifications of contract personnel working, number and types of equipment working, location and type of work performed, and progress of work at each location. BE/T will record any visitors to the site, significant conversations with contractor's personnel, direction given or taken, special instructions or significant events. Copies of daily logs will be provided to City staff on a daily basis. On-site inspections will be performed by PM and BE/T on Foundations, Piers and Abutments, Pedestrian Bridge Structures, Retaining Wall Structures, Steel Bridge Walkway System.
- 2) The Contractor shall visit the site as reasonably required to become generally familiar with the progress and quality of the work to determine, in general, if the work is proceeding in accordance with the design intent. On the basis of these on-site observations, the Contractor shall endeavor to keep the Owner informed of portions of the work which the Contractor discovers are not proceeding in accordance with the design intent.
- 3) BE/T and PM will provide oversight of shop drawing review process.
- 4) PM and BE/T will provide technical support to City staff as required for clarifications, requests for information, substitution requests, requests for proposals, and change orders.
- 5) PM and BE/T will review test reports and quality compliance documentation. City staff will be notified of test and compliance status as required
- 6) PM and BE/T will review and comment on contractor's schedule.
- 7) BE/T will take construction documentation photographs daily as required and provide a log recording photograph number, date taken, and location. PM will monitor as required. City staff will do detailed log with description of photograph content.

#### Electrical Engineer

- 1) Seattle staff (Electrical) will perform on site inspections as required
- 2) Seattle staff (Electrical) will interface with the City's CCTV design effort as required.
- 3) Seattle staff (Electrical) will perform shop drawing review and comment as required.
- 4) Seattle staff (Electrical) will provide technical support to City staff as required for clarifications, requests for information, substitution requests, requests for proposals, and change orders.
- 5) Seattle staff (Electrical) will review test reports and quality compliance documentation. City staff will be notified of test and compliance status as required



**Moveable Bridge (Structural & Mechanical)**

- 1) Kansas City staff (Hopfinger, Hronek) will perform on site inspections as required during the 48-hour lock down period.

**CADD and Technical Support**

- 1) Seattle staff (Sr. CADD Tech) will produce full size as-built drawings of completed work in electronic format and will provide one electronic copy and one mylar copy on completion of field construction work. Upon completion of the Projects, the Contractor shall compile for and deliver to the Owner a reproducible set of Record Documents conforming to the marked-up prints, drawings and other data furnished to the Contractor by the construction contractor. This set of Record Documents will show the reported location of the work and significant changes made during the construction process. Because the Record Documents are based on information provided by other parties, the Contractor cannot and does not warrant their accuracy.
- 2) BE/T will produce pay note documentation on layers within the drawing set as the project progresses. Pay note calculations for linear and area measurements will be performed within the respective layers for each item. Pay note calculations for volumetric measurements will be documented by the manner and method as mutually agreeable with the City Construction Manager and HNTB. BE/T will generate Microstation drawings for clarifications, requests for information, requests for proposals and change orders.
- 3) Seattle staff (Sr. CADD Tech) will provide BE/T with support for previous item as required.
- 4) PM, BE/T and Seattle staff (Civil) will provide processing for survey requests, coordination of effort and monitoring of completed work.

**Shop Drawing Review**

- 1) PM, Seattle staff (Bridge, Civil), Kansas City staff (Hopfinger, Hronek) will complete shop drawing review and comment as required. As noted above, processing (logging, recording, distributing) will be done by BE/T.
- 2) The Contractor shall review and take appropriate action upon the construction contractor's submittal of shop drawings, samples of construction material and product data as required in the construction documents, but only for general conformance with the design concept of the Project and with the information given in the construction documents and approved contract changes.

**Technical Support**

- 1) Seattle staff (Bridge, Civil) and Kansas City staff (Hopfinger, Hronek) will provide technical support to City staff as required for clarifications, requests for information, substitution requests, requests for proposals, and change orders.

### Contract Administration

- 1) PM, Portland staff (Caswell) and Seattle staff (Admin/Clerical) will produce cost reports, track costs, billings, change order administration and miscellaneous items as required. The Contractor will submit monthly progress reports and monthly billing for services rendered pursuant to the attached support services fee schedule.

### Railroad Coordinator

- 1) Don Steele will provide for coordination activities between the railroad, contractor, City staff and HNTB staff as required during the 48-hour lock down period and during the construction of pedestrian over pass work.

### Geotechnical Engineer

- 1) Klienfelder will provide site visits, consultation on foundation conditions, material compaction, MSE wall parameters, reconstruction of the overlook slope and other items as required.

### Survey Services

- 1) Kurahashi & Associates Inc. will provide construction survey services which will include: establishing horizontal and vertical control in proximity to the project; provision of horizontal and vertical alignment data, making calculations, field notes and survey drawings for the layout and control of the work as are necessary to construct the project as specified; setting grade stakes, staking construction centerline, centerline offsets, detour lines, or other lines as necessary for control of the work; layout and staking work, that may include but is not limited to the following: grade hubs; fences and gates; guard rail; temporary and permanent signing; temporary and permanent paint striping; luminaires and signal poles, including footings; curbs, walks and other miscellaneous structures; pipes, manholes, inlets and other drainage structures including field verifications as instructed by the Engineer; remove and dispose of all flagging, lath, stakes, and other temporary staking material after the project is completed.

### Partnership

The above items of work were developed in partnership with the City of Portland Construction Manager. Reports including weekly monitoring of hours spent on tasks described above will be provided to the City of Portland Construction Manager. It is agreed that additional work beyond the tasks itemized which exceed the available hours on the attached fee estimate will be negotiated as a changed condition.

**River Access and Transportation, Phase 1  
Steel Bridge Pedestrian and Bicycle Crossing  
Construction Support Services  
Fee Estimate**

**Value Engineering Support Services**

Task	Sr. Bridge Engr./PM	Bridge Engr.	Jr. Engr./ Tech. V	Clerical	Total	
Evaluate VE Alternatives for Steel Bridge	30	50	0	0	80	
VE Meeting & Alts Evaluation	25	0	30	0	55	
<b>Estimated Total Labor Hours</b>	<b>55</b>	<b>50</b>	<b>30</b>	<b>0</b>	<b>135</b>	
	Direct Labor Rate	\$34.25	\$26.15	\$19.65	\$12.50	
Direct Labor Cost	\$ 1,884	\$ 1,308	\$ 590	\$ -	\$ 3,781	
Overhead	\$ 2,858	\$ 1,984	\$ 895	\$ -	151.74%	
Fixed Fee	\$ 545	\$ 379	\$ 171	\$ -	11.5%	
Loaded Labor Cost	\$ 5,287	\$ 3,670	\$ 1,655	\$ -		
<b>Estimated Total Loaded Labor Cost</b>					<b>\$ 10,612</b>	

**ADA Platform Evaluation (Pressure Sewer Crossings)**

Task	Sr. Bridge Engr./PM	Bridge Engr.	Jr. Engr./ Tech. V	Clerical	Total	
Evaluate Feasibility of ADA Platform	6	6	0	0	12	
<b>Estimated Total Labor Hours</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>12</b>	
	Direct Labor Rate	\$34.25	\$26.15	\$19.65	\$12.50	
Direct Labor Cost	\$ 206	\$ 157	\$ -	\$ -	\$ 362	
Overhead	\$ 312	\$ 238	\$ -	\$ -	151.74%	
Fixed Fee	\$ 59	\$ 45	\$ -	\$ -	11.5%	
Loaded Labor Cost	\$ 577	\$ 440	\$ -	\$ -		
<b>Estimated Total Loaded Labor Cost</b>					<b>\$ 1,017</b>	

**River Access and Transportation, Phase 1  
Steel Bridge Pedestrian and Bicycle Crossing  
Construction Support Services  
Fee Estimate**

**100% Plan Design Modifications - Eastbank Temporary Power Provisions**

Task	Elec./				Total
	Sr. Elec. Engr./PM	Systems Engr.	Elec. Engineer	CAD Tech	
Temporary Power Provisions - Eastbank	8	12	0	0	20
<b>Estimated Total Labor Hours</b>	<b>8</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>20</b>
Direct Labor Rate	\$ 42.00	\$ 30.50	\$ 26.00	\$ 16.50	
Direct Labor Cost	\$ 336	\$ 366	\$ -	\$ -	\$ 702
Overhead	\$ 510	\$ 555	\$ -	\$ -	151.74%
Fixed Fee	\$ 97	\$ 106	\$ -	\$ -	11.5%
Loaded Labor Cost	\$ 943	\$ 1,027	\$ -	\$ -	
<b>Estimated Total Loaded Labor Cost</b>					<b>\$ 1,970</b>

**100% Plan Design Modifications - Electrical Work/Control Systems**

Task	Elec./				Total
	Sr. Elec. Engr./PM	Systems Engr.	Elec. Engineer	CAD Tech	
Hardwire Gate Controllers on Fixed Span & Revise Lift Span Gate Controllers to Licensed Radio Band	8	24	16	8	56
Add "Close on Lift" Function to Gate Controls (Per UPRR)	8	24	4	4	40
Revise CCTV Power & Control Routing	1	1	4	2	8
Add Service Disconnect to Fixed Spans	1	0	4	3	8
Hinged Light Pole Bases	4	0	10	6	20
<b>Estimated Total Labor Hours</b>	<b>22</b>	<b>49</b>	<b>38</b>	<b>23</b>	<b>132</b>
Direct Labor Rate	\$ 42.00	\$ 30.50	\$ 26.00	\$ 16.50	
Direct Labor Cost	\$ 924	\$ 1,495	\$ 988	\$ 380	\$ 3,786
Overhead	\$ 1,402	\$ 2,268	\$ 1,499	\$ 576	151.74%
Fixed Fee	\$ 267	\$ 433	\$ 286	\$ 110	11.5%
Loaded Labor Cost	\$ 2,594	\$ 4,195	\$ 2,773	\$ 1,065	
<b>Estimated Total Loaded Labor Cost</b>					<b>\$ 10,627</b>

**River Access and Transportation, Phase 1  
Steel Bridge Pedestrian and Bicycle Crossing  
Construction Support Services  
Fee Estimate**

**Labor Costs for Pre-Bid Only**

Staff	Estimated Hours	Direct Salary Rate	Overhead	Profit	Loaded Hourly Labor Rate	Loaded Labor Cost	
1 Steve Barrett	24	\$ 38.47	\$ 60.02	\$ 10.83	\$ 109.33	\$ 2,624	9.04%
2 Bridge Engineer Tech (Vacant)	-	\$ 20.00	\$ 24.43	\$ 4.89	\$ 49.32	\$ -	0.00%
3 Jeanne Caswell	10	\$ 40.86	\$ 63.75	\$ 11.51	\$ 116.12	\$ 1,161	4.00%
4 Bernie Hopfinger	24	\$ 35.00	\$ 54.61	\$ 9.86	\$ 99.47	\$ 2,387	8.22%
5 John Hronek	50	\$ 40.00	\$ 62.41	\$ 11.27	\$ 113.68	\$ 5,684	19.58%
6 Bill James	86	\$ 37.00	\$ 57.73	\$ 10.42	\$ 105.15	\$ 9,043	31.15%
9 Sr. CADD Tech	-	\$ 23.06	\$ 35.98	\$ 6.49	\$ 65.53	\$ -	0.00%
10 Seattle Bridge	6	\$ 35.00	\$ 54.61	\$ 9.86	\$ 99.47	\$ 597	2.06%
11 Seattle Civil	14	\$ 28.00	\$ 43.69	\$ 7.89	\$ 79.57	\$ 1,114	3.84%
12 Seattle Electrical	60	\$ 35.00	\$ 54.61	\$ 9.86	\$ 99.47	\$ 5,968	20.56%
14 Administrative Support	10	\$ 16.00	\$ 24.96	\$ 4.51	\$ 45.47	\$ 455	1.57%
<b>Total Labor</b>	<b>284</b>					<b>\$ 29,033</b>	<b>100.00%</b>

**Direct Non-Salary Costs**

Subconsultants	Labor Costs	Expenses	Total	Markup	Total
7 Kurahashi & Associates, Inc.	\$ -	\$ -	\$ 500	5%	\$ 525
8 Kleinfelder, Inc.	\$ -	\$ -	\$ 250	5%	\$ 263
13 Don Steele	\$ -	\$ -	\$ -	5%	\$ -
<b>subtotal, Subconsultants</b>					<b>\$ 788</b>

**Direct Expenses**

Travel - Seattle Office	1 person trips	\$ 300	per trip	\$ 300.00
Travel - Kansas City Office	1 person trips	\$ 1,000	per trip	\$ 1,000.00
Reproduction				\$ 250.00
Courier/Postage/Communications				\$ 100.00
<b>subtotal, Direct Expenses</b>				<b>\$ 1,650</b>

**Total Direct Non-Salary Costs**

**\$ 2,438**

**Estimated Total Cost Pre-Award Services**

**\$ 31,470**

Design Office Overhead	1998 Audited	156.03% without Premium OT, includes 0.11% FCCM
Design Office Profit or Fixed Fee		11%
Field Office Overhead	1998 Audited	122.16% without Premium OT
Field Office Profit		11%

**River Access and Transportation, Phase 1  
Steel Bridge Pedestrian and Bicycle Crossing  
Construction Support Services  
Fee Estimate**

**Labor Costs For Construction Services Only**

Staff	Estimated Hours	Direct Salary Rate	Overhead	Profit	Loaded Hourly Labor Rate	Loaded Labor Cost	
1 Steve Barrett	557	\$ 38.47	\$ 60.02	\$ 10.83	\$ 109.33	\$ 60,896	21.72%
2 Bridge Engineer Tech (Vacant)	1,638	\$ 20.00	\$ 24.43	\$ 4.89	\$ 49.32	\$ 80,785	28.82%
3 Jeanne Caswell	134	\$ 40.86	\$ 63.75	\$ 11.51	\$ 116.12	\$ 15,560	5.55%
4 Bernie Hopfinger	206	\$ 35.00	\$ 54.61	\$ 9.86	\$ 99.47	\$ 20,490	7.31%
5 John Hronek	208	\$ 40.00	\$ 62.41	\$ 11.27	\$ 113.68	\$ 23,645	8.43%
6 Bill James	154	\$ 37.00	\$ 57.73	\$ 10.42	\$ 105.15	\$ 16,193	5.78%
9 Sr. CADD Tech	320	\$ 23.06	\$ 35.98	\$ 6.49	\$ 65.53	\$ 20,971	7.48%
10 Seattle Bridge	162	\$ 35.00	\$ 54.61	\$ 9.86	\$ 99.47	\$ 16,114	5.75%
11 Seattle Civil	88	\$ 28.00	\$ 43.69	\$ 7.89	\$ 79.57	\$ 7,003	2.50%
12 Seattle Electrical	156	\$ 35.00	\$ 54.61	\$ 9.86	\$ 99.47	\$ 15,517	5.53%
14 Administrative Support	70	\$ 16.00	\$ 24.96	\$ 4.51	\$ 45.47	\$ 3,183	1.14%
<b>Total Labor</b>	<b>3,693</b>					<b>\$ 280,358</b>	<b>100.00%</b>

**Direct Non-Salary Costs**

Subconsultants	Labor Costs	Direct Expenses	Total	Subconsultant Markup	Total
7 Kurahashi & Associates, Inc.	\$ -	\$ -	\$ 32,580	5%	\$ 34,209
8 Kleinfelder, Inc.	\$ -	\$ -	\$ 3,000	5%	\$ 3,150
13 Don Steele	\$ 8,000	\$ 2,000	\$ 10,000	5%	\$ 10,500
<b>subtotal, Subconsultants</b>					<b>\$ 47,859</b>

**Direct Expenses**

Travel - Seattle Office	6 person trips	\$ 300 per trip	\$ 1,800.00
Travel - Kansas City Office	4 person trips	\$ 1,000 per trip	\$ 4,000.00
Reproduction			\$ 2,000.00
Courier/Postage/Communications			\$ 2,000.00

**subtotal, Direct Expenses** \$ 9,800

**Total Direct Non-Salary Costs** \$ 57,659

**Estimated Total Cost Construction Services** \$ 338,017

**Design Office Overhead** 1998 Audited 156.03% without Premium OT, includes 0.11% FCCM  
**Design Office Profit or Fixed Fee** 11%

**Field Office Overhead** 1998 Audited 122.16% without Premium OT  
**Field Office Profit** 11%

**River Access and Transportation, Phase 1  
Steel Bridge Pedestrian and Bicycle Crossing  
Construction Support Services  
Fee Estimate**

**Cost Summary**

<b>Value Engineering Support Services</b>	
Estimated Total Loaded Labor Cost	\$ 10,612
<hr/>	
<b>ADA Platform Evaluation (Pressure Sewer Crossings)</b>	
Estimated Total Loaded Labor Cost	\$ 1,017
<hr/>	
<b>100% Plan Design Modifications - Eastbank Temporary Power Provisions</b>	
Estimated Total Loaded Labor Cost	\$ 1,970
<hr/>	
<b>100% Plan Design Modifications - Electrical Work/Control Systems</b>	
Estimated Total Loaded Labor Cost	\$ 10,627
<hr/>	
<b>Pre Bid Services Only</b>	
Estimated Total Loaded Labor Cost	\$ 31,470
<hr/>	
<b>Construction Services Only</b>	
Estimated Total Loaded Labor Cost	\$ 338,017
<hr/>	
<b>Total Estimated Contract Cost</b>	<b>\$ 393,714</b>

**River Access and Transportation, Phase 1  
Steel Bridge Pedestrian and Bicycle Crossing  
Construction Support Services  
Labor Hour Estimate**

Task	Total Hours	Barrett	On-Site Bridge Eng/ Tech	Caswell	Hopfinger	Hronek	James	KAI	Klienfelder	Sr. CADD Tech	SEA Bridge	SEA Site Civil/ L.A.	Sea Elec	Don Steele	Admin/ Clerical
<b>PRE AWARD SERVICES</b>															
<b>Pre-Bid Meeting</b>															
SEA & PDX Staff (including prep time)	20	8					12								
KC Staff	24				24										
	44														
<b>Pre-Bid Request for Information</b>															
SEA Staff	48						48								
KC Staff	40					40									
SEA Bridge	6										6				
SEA Civil	8											8			
SEA Landscape	4											4			
SEA Electrical	6												6		
KAI	-														
	112														
<b>Evaluate Bid</b>															
SEA Staff	16						16								
PDX Staff	16	16													
KC Staff (no meeting)	-														
	32														
<b>Addendum's</b>															
Greenway Trail Lights - Modify to Spec	40												40		
Greenway Scenic Permits (City)	-														
Gate Controllers - relays to PLC Elec.	12												12		
Spread Spectrum Radio to Elec. (Kinle	-														
Hinged Light Poles Elec/Urban D	-														
Interpretive Signing Civil/Urban D (City	-														
Regulatory Signing Civil/Urban D	2											2			
Seat Wall Expansion Joints Urban Des	-														
PP & L Power Supply Revisions	-														
Potential TV Pole/Elec. Boxes	2												2		
Potential Bridge	10					10									
	66														
<b>Contract Administration</b>															
Project Management, Budgeting, & Ot	30			10			10								10
	30														
<b>PRE AWARD SERVICES - Sub Total</b>	<b>284</b>	<b>24</b>	<b>-</b>	<b>10</b>	<b>24</b>	<b>50</b>	<b>86</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6</b>	<b>14</b>	<b>60</b>	<b>-</b>	<b>10</b>

174047



**River Access and Transportation, Phase 1  
Steel Bridge Pedestrian and Bicycle Crossing  
Construction Support Services  
Labor Hour Estimate**

	Task	Total Hours	Barrett	On-Site Bridge Eng/ Tech	Caswell	Hopfinger	Hronek	James	KAI	Klienfelder	Sr. CADD Tech	SEA Bridge	SEA Site Civil/ L.A.	Sea Elec	Don Steele	Admin/ Clerical
<b>CONSTRUCTION SUPPORT SERVICES</b>																
<b>12.83%</b>	<b>Field Office Engineering Support</b>															
	Partnering Session	24	8	8	8											
	Precon	48	4	4		24		12	4							
	Pre Survey	3	1	1					1							
	Concrete Finish Work	1	-	1												
	Weekly Construction	72	20	52												
	Railroad Coordination	82	10	36	36											
	Team Problem Solving	176	20	20	20	10	10	56				20	10	10		
		406														
<b>44.63%</b>	<b>Bridge Engineer</b>															
	On Site Field Inspections	24										24				
	Foundations, Piers and Abutments	360	40	320												
	Pedestrian Bridge Structures	76	16	60												
	Retaining Wall Structures	368	48	320												
	Steel Bridge Walkway System	400	80	320												
	Shop Drawing Review	40	24	16												
	Technical Support	144	64	80												
	Review Test Reports, Quality Complia	-	IncAbv	IncAbv												
	Review Contractor's Construction Sch	-	IncAbv	IncAbv												
	Generate Daily Inspection Reports	-	IncAbv	IncAbv												
	Photo Documentation and Log	-	IncAbv	IncAbv												
		1,412														
<b>2.72%</b>	<b>Electrical Engineer</b>															
	On Site Inspections	12												12		
	Interface and Coordinate with City's C	4												4		
	Shop Drawing Review	30												30		
	Technical Support	32												32		
	Review Test Reports	8												8		
		86														
<b>3.03%</b>	<b>Moveable Bridge (Structural &amp; Mechanical)</b>															
	On Site Inspections	96				48	48									

174047

**River Access and Transportation, Phase 1  
Steel Bridge Pedestrian and Bicycle Crossing  
Construction Support Services  
Labor Hour Estimate**

	Task	Total Hours	Barrett	On-Site Bridge Eng/ Tech	Caswell	Hopfinger	Hronek	James	KAI	Klienfelder	Sr. CADD Tech	SEA Bridge	SEA Site Civil/ L.A.	Sea Elec	Don Steele	Admin/ Clerical
<b>23.64%</b>	<b>CADD and Technical Support</b>															
	As-Builts, Full Size Sheets	240									240					
	Pay Requests, Drawings and Calculati	320		320												
	CAD Support	80									80					
	Photo Log (City )	-														
	Survey Support	108	8	80									20			
		748														
<b>10.11%</b>	<b>Shop Drawing Review</b>															
	Portland	60	60													
	Seattle	100										80	20			
	Kansas City	160				80	80									
		320														
<b>3.03%</b>	<b>Technical Support</b>															
	Seattle	56										32	24			
	Kansas City	40				20	20									
		96														
	<b>CONSTRUCTION SUPPORT SERVICES</b>	<b>3,164</b>	<b>403</b>	<b>1,638</b>	<b>64</b>	<b>182</b>	<b>158</b>	<b>68</b>	<b>5</b>	<b>-</b>	<b>320</b>	<b>156</b>	<b>74</b>	<b>96</b>	<b>-</b>	<b>-</b>
	<b>CONTRACT ADMINISTRATION</b>															
	Project Management, Budgeting, and	250	130		60											60
	<b>CONTRACT ADMINISTRATION - Sub T</b>	<b>250</b>	<b>130</b>	<b>-</b>	<b>60</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>60</b>
	<b>HNTB SUBCONTRACTORS</b>															
	<b>RAILROAD COORDINATOR</b>															
	Railroad Coordination (48 hr LockDow	80													80	
	<b>RAILROAD COORDINATOR - Sub Total</b>	<b>80</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>80</b>	<b>-</b>
	<b>TOTAL HNTB LABOR HOURS</b>	<b>3,778</b>	<b>557</b>	<b>1,638</b>	<b>134</b>	<b>206</b>	<b>208</b>	<b>154</b>	<b>5</b>	<b>-</b>	<b>320</b>	<b>162</b>	<b>88</b>	<b>156</b>	<b>80</b>	<b>70</b>

17404

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
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 [Handwritten Signature] Date 12/16/99 Entity HNTB Corporation

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 farm 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

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES  
EXHIBIT C**

**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.  *SB* 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.  *SB* 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 non-owned vehicles, as applicable:

4.  *SB* 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.

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.

5. 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 canceled 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.

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)  
12/15/99

<b>PRODUCER</b> Liberty Mutual Insurance Group 13160 Foster, Suite 100 Southcreek Corporate Center 2 Overland Park, KS 66213	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.
<b>INSURED</b> HNTB Oregon Architecture, P.C. 220 N.W. 2nd Avenue, Suite 600 Portland, OR 97209	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Liberty Mutual Insurance Group INSURER B: INSURER C: INSURER D: INSURER E:

**COVERAGES**

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 CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TB2-141-037577-139	1/1/99	1/1/00	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 \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AS2-141-037577-059	1/1/99	1/1/00	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC7-141-037577-019	1/1/99	1/1/00	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

APPROVED AS TO FORM  
*Jeffrey L. Rogers*  
 CITY ATTORNEY

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Steel Bridge Construction Services Additional Insured: City of Portland and its agents, officers and employees as respects general liability. Contractual liability is subject to the terms and conditions of the policies.

<b>CERTIFICATE HOLDER</b> City of Portland Office of Transportation 1120 SW 5th Avenue, Suite 902 Portland, OR 97224	<b>ADDITIONAL INSURED; INSURER LETTER:</b>  <b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 <i>Jamie A. Volkens</i>
--	--

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
12/15/99

**PRODUCER**  
71  
Lockton Companies  
P.O. Box 419351  
Kansas City Mo 64141-6351  
(913) 676-9000

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 COVERAGE

**INSURED**  
HNTB Oregon Architecture, P.C.  
220 N.W. 2nd Avenue, Suite 600  
Portland, OR 97209

INSURER A: CONTINENTAL CASUALTY CO.  
INSURER B: (VICTOR O. SCHINNERER)  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

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
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXXXXXX FIRE DAMAGE (Any one fire) \$ XXXXXXXXXXXX MED EXP (Any one person) \$ XXXXXXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXXXXXX GENERAL AGGREGATE \$ XXXXXXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXXXXXX
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXXXXXX
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXXXXXX AGGREGATE \$ XXXXXXXXXXXX \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	NOT APPLICABLE			WC STATUTORY LIMITS OTH-ER E.A. EACH ACCIDENT \$ XXXXXXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXXXXXX
A	<b>OTHER PROFESSIONAL LIABILITY</b>	PLN 008213985	1/1/99	1/1/00	\$1,000,000 per claim & the annual aggregate for all projects

**APPROVED AS TO FORM**  
*Jeffrey L. Rogers*  
**CITY ATTORNEY**

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

Steel Bridge Construction Services

### CERTIFICATE HOLDER

### ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION

City of Portland  
Office of Transportation  
1120 SW 5th Avenue, Suite 902  
Portland, OR 97224

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 NOT CONSTITUTE WAIVER OF THE INSURER'S OBLIGATION TO DEFEND THE INSURED OR TO PAY BENEFITS THEREON.

AUTHORIZED REPRESENTATIVE

*[Signature]*  
ACORD CORPORATION 1988

**ORDINANCE No. 174047**

\* Authorize agreement with HNTB Oregon for professional services for the Steel Bridge Pedestrian and Bicycle Crossing Project. (Ordinance, waive Code Chapter 5.68)

The City of Portland ordains:

Section 1. The Council finds:

1. The OCC/Lloyd District Capital Transportation Improvements Program includes a project known as River Access and Transportation (RAT). One phase of the project calls for providing a bicycle/pedestrian connection from the Overlook at the west end of the District across the operating tracks of the Union Pacific Railroad Company, to the Willamette River east bank, then across the river on the upstream (south) side of the Steel Bridge. The facility would also provide connections to the Waterfront Park walkway system on the west and the newly constructed Eastbank Esplanade on the east side of the Willamette River.
2. The Steel Bridge is a unique telescoping drawbridge which has been listed on the National Historic Register. It is the oldest and largest of its kind in the United States. Owned by the Union Pacific Railroad Company (UP), it was completed in 1912. Although the dynamic structure carries heavy rail, light rail, bus, truck and car traffic, its pedestrian and bicycle facilities to connect east to west lack significant capacity and safety features, and do not comply with current ADA standards.
3. As envisioned in the RAT project, a new bicycle and pedestrian crossing would be built at the lower level of the Steel Bridge, to provide an ADA-accessible bank-to-bank connection for users. Those wishing to travel across the Willamette using this crossing would be able to do so at river level – something no other crossing in the downtown area provides.
4. By Ordinance 169282 dated September 14, 1995, the City Council authorized the execution of an agreement with HNTB Corporation for preparation of the design, plans, specifications and estimates for this project. HTNB was selected to do this work in part due to its unique involvement in the bridge - from its original design to retro-fitting work for Light Rail. Furthermore, HNTB has significant professional credibility on the structure with the UP.
5. The design work contracted with HNTB is now complete. The 100% construction documents have been approved by the City Engineer and submitted to the UP.
6. Final negotiations with Union Pacific regarding financial, operational and land acquisition agreements are underway now and nearing completion. It is anticipated that these agreements will be forthcoming to the Council for

authorization within the next several weeks. Other City Council actions relating to use of an evaluated bidding procedure and formation of a local improvement district for a portion of the project financing are also forthcoming.

7. It is necessary to retain the services of HNTB during the construction contract bidding phase and award, and then throughout the life of the construction project and closeout efforts. Their professional expertise on the bridge and its history, and their knowledge of the construction documents cannot be economically provided by another consultant. To provide the most efficient service to interested bidders, this agreement must be in place prior to construction contract advertisement.
8. In consideration of the unique nature of the work, and HNTB's expertise and knowledge of the construction plans, the Portland Office of Transportation has negotiated a contract for construction services for the Steel Bridge Bicycle and Pedestrian Crossing project with HNTB Oregon Corporation, and requests that City Council waive Code Chapter 5.68.

NOW, THEREFORE, The Council directs:

- a. The requirements of Chapter 5.68 of the Code of the City of Portland are hereby waived, and the Commissioner of Public Safety and the City Auditor are hereby authorized to execute on behalf of the City of Portland, an Agreement with HNTB Oregon, substantially in conformance with the attached Exhibit A.
  - b. The City's Project Manager is authorized to agree to and execute, on behalf of the City any amendment to the Agreement which does not increase compensation beyond 25% (\$98,750) of the total compensation.
- Section 2. The Council declares that an emergency exists because a delay in the execution of the agreement would delay construction and increase project costs; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

2

Passed by the Council,  
**JAN 05 2000**

Commissioner Charlie Hales  
 Teresa Boyle:slg  
 December 28, 1999  
 grp\$mlt:rat\hntb contract\ordinance const services agreement

**GARY BLACKMER**  
 AUDITOR OF THE CITY OF PORTLAND  
 BY *Britta Olson*  
 DEPUTY



Agenda No.

ORDINANCE NO. 174047

Title

\* Authorize agreement with HNTB Oregon for professional services for the Steel Bridge Pedestrian and Bicycle Crossing Project. (Ordinance, waive Code Chapter 5.68)

INTRODUCED BY	Filed: <b>DEC 30 1999</b>
Commissioner Charlie Hales	Gary Blackmer Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	
Finance and Administration	By: <u>Gary Kershner</u> Deputy
Safety <u>Charlie Hales</u>	For Meeting of: _____
Utilities	
Works	
BUREAU APPROVAL	ACTION TAKEN:
Bureau: Transportation Engineering & Development	
Prepared by <u>TB</u> Date Teresa Boyle:slg December 28, 1999	
Budget Impact Review: <u>kk</u> <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not Required	
Bureau Head: <u>BW</u> Brant Williams, P.E.	

AGENDA	FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
		YEAS	NAYS
Consent <input checked="" type="checkbox"/> Regular	Francesconi	Francesconi	}
NOTED BY	Hales	Hales	
City Attorney	Saltzman	Saltzman	
City Auditor	Sten	Sten	
City Engineer: Brant Williams <u>BW</u>	Katz	Katz	
Approved By:			