

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
CONTRACT NO. _____

Cay Kershner

174074

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Ace Consultants, Inc., hereafter called Contractor. The City's Project Manager shall be Margaret Kehrlri or such other person as shall be designated in writing by the Chief Engineer or the Administrator of the Bureau of Water Works.

Effective Date and Duration

This contract shall become effective on January 1, 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 January 1, 2002.

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 \$300,000 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 per attached rate schedule(s).

Terms and conditions listed on pages 2 - 5.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): ACE Consultants, Inc.
 Address: 4755 SW Watson Avenue, Suite 200, Beaverton, OR 97005
 Social Security #: _____
 Federal Tax ID #: 93-1009522 State Tax ID #: 0422654-5 Business License # 421572-91
 Citizenship: Nonresident alien Yes No
 Business Designation (check one): Individual Sole Proprietorship Partnership Limited Liability Co (LLC)
 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 2-5 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: *Wendy A. Jones* 12-28-99
 Signature/Title Date

CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner: _____
 Elected Official or Delegate Date

Approved by Bureau Director: *W. Roach* 1-5-00
 Bureau Director Date

Approved by City Auditor: _____
 City Auditor Date

APPROVED AS TO FORM

Approved as to form by City Attorney: *Jeffrey L. Rogers* 1/5/00
 Office of City Attorney Date
CITY ATTORNEY

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

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 as recorded on Page 1 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. Contractor shall submit subcontract agreements including scope of services and any proposed amendments thereto to the City's Project Manager.

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 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

a) All work the Contractor performs under this Agreement shall be considered work made for hire and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Contractor produces in connection with this Agreement. On completion or termination of the Agreement, the Contractor shall deliver these materials to the Project Manager.

(b) The Contractor may retain for its own use and at its own cost copies of the materials referred to in Subsection (a) of this section.

(c) Except for purposes of the work contemplated by this agreement, any reuse of the materials referred to in subsection (a) of this Article without written verification or adaptation by the Contractor for the specific purposes intended shall be at the City's sole risk and without liability or legal exposure to the 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.

6. 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.

3. 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 Chief Engineer is authorized to execute Amendments as necessary for services for specific projects, extension of time and total compensation up to 25% of original total compensation.
- (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 / 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: / 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. Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If for Contractor:

ACE Consultants, Inc.
4755 SW Watson Ave., Suite 200
Portland, OR 97005
Attn: Wen Jou

If for City:

Bureau of Water Works
1120 SW 5th Avenue, Room 601
Portland, OR 97204
Attn: Margaret Kehrl

25. Contractor's Personnel

The Contractor shall assign the following personnel to do the work in the capacities designated:

Wen Jou
Robert Vivian

Associate in Charge
QA/QC

Geotechnical Resources, Inc.
Adolfson Associates, Inc.
Real Property Consultants, Inc.
Carlson Testing

Subconsultant – Geotechnical Engineering
Subconsultant – Permitting
Subconsultant – Easement and R-O-W Acquisitions
Subconsultant – Special Inspection/Material Testing

The Contractor shall not change these personnel assignments without the written consent of the Project Manager, which consent shall not be unreasonably withheld.

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

Statement of the Work & Schedule

The Contractor shall provide technical and design services associated with the preparation of plans and specifications and other design services as may be required. The plans and specifications prepared are to be completed in all respects, stamped by a professional engineer and ready for advertising and bidding. One identified job under this contract is the Terwilliger Mains Package as described in the attached October 1, 1999 letter from Joe Dvorak and Rod Allen. Other jobs may be identified. The scope of services, schedule, work products, compensation, assigned contractor staff and subcontracted work for each job shall be approved by the City's Project Manager prior to commencement of work by the Contractor.

Payment Schedule

On or before the 15th day of each month, the Contractor shall submit to the City a bill for work performed by the Contractor during the preceding month. The bill shall set out the amount of labor cost by person, hours worked, and rate per hour, expenses directly attributable to the project, and mark-ups. Within thirty (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 shall not prevent the Project Manager from later determining that the certification was in error. Interest at the rate of 1.5 percent per month shall be paid by the City on all past due amounts commencing 30 days after date of receipt by the City of the invoice.

Compensation

- A. The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The 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.
- B. The City shall pay the Contractor on a time and materials basis in accordance with the Contractor's rate schedule and Contractor's subconsultants' rate schedule, Hourly Rate Schedule, attached hereto. The work may consist of one or more projects, with compensation negotiated for specific work elements identified to be accomplished on a per project basis. The identified work elements and compensation for each project shall be detailed in Amendment(s) to this agreement.

The basis for determining the compensation shall be based upon the schedule of hourly rates as attached. Hourly rates will be adjusted effective January 1, 2001 and yearly thereafter, based upon the Portland Area Consumer Price Index for urban consumers (CPI-U). Adjustment will be determined by comparing the CPI-U published the preceding August with the CPI-U for a year earlier, i.e. for January 1, 2001 adjustment, the August 2000 CPI-U will be compared to that of August 1999. Adjustment of hourly rates in subsequent years, over the duration of the contract, shall be made utilizing the CPI-U method described herein above. Adjusted rates shall apply to work performed after the effective date of rate adjustment.

- C. Provisions for additional compensation will be separately negotiated to pay for additional services. Compensation for this contract is not to exceed \$300,000 unless specifically authorized through amendment to this Agreement.

Compensation for additional services shall be determined at a later date, through amendment to this Agreement.

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 12-28-99 Entity AGE Consultants, 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 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

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).

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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.

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 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.



Consultants, Inc.

174074

Standard Fee Schedule

Staff Charges

<u>Job Title</u>	<u>Hourly Rate</u>
Principal Engineer	\$93.00
Senior Engineer	\$83.00
Engineer	\$65.00
Senior Designer II	\$60.00
Senior Designer I	\$53.00
Designer II	\$47.00
Designer I	\$42.00
2-Man Survey Crew	\$113.00
Resident Representative	\$57.00

Project Expenses

Project expenses including subconsultants, reproduction, communications, travel, and other necessary services for completing the authorized work will be billed at our cost plus 10%. Use of company or personal automobiles on the project will be billed at \$0.34 per mile.

Surveying Total Station	\$25.00/hr
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ACE's in-house copying will be billed as follows:

Xerox Copies	
8 1/2 x 11	\$0.10
8 1/2 x 14	\$0.15
11 x 17	\$0.25

Bond Prints / CAD Plots	
17 x 22	\$1.50
22 x 34 or 36	\$2.00
30 x 42	\$3.00

Vellum Prints / CAD Plots	
17 x 22	\$3.00
22 x 34 or 36	\$5.00
30 x 42	\$7.00

Adofson Associates

Program Development Coord.	\$ 88.00
Sr. Environmental Scientist	\$ 69.00

Real Property consultants

Project Manager	\$125.00
Appraisal Activity	\$ 90.00
Right-of-Way Negotiator	\$ 85.00
Clerical	\$ 30.00

Geotechnical Resources, Inc.

Principal	\$120.00
Associate	\$105.00
Senior Engineer/Geologist	\$ 90.00
Project Engineer/Geologist	\$ 85.00
Staff Engineer/Geologist	\$ 65.00
Engineering Assistant	\$ 48.00
Drafter	\$ 51.00
Secretarial Services	\$ 48.00

Project expenses including subconsultants, reproduction, communications, travel, and other necessary services for completing the authorized work will be billed at our cost plus 10%. Use of company or personal vehicles on the project will be billed at \$0.32 per mile or \$4.00 per hour, whichever is greater. Nuclear Density Gauge rental will be billed at \$5.00 per hour, with maximum charge of \$25 per day or \$125 per week.

Carlson Testing, Inc.

1.	Field Licensed Special Inspector Services	\$35.00/hour
2.	Structural Steel/Shop Inspector Services	\$40.00/hour
3.	Fireproofing Inspector Services	\$38.00/hour
4.	Anchor Inspector Services (Epoxy, Wedge)	\$38.00/hour
5.	Nailing Inspector Services	\$40.00/hour
6.	Roofing Inspector Services	\$40.00/hour
7.	Nuclear Densometer Technician - Soils & Asphalt	\$40.00/hour
	a. Densometer Gauge Use	No Charge
8.	Non-Destructive Testing - UT, MT, PT	\$50.00/hour
9.	Overtime: Time in excess of 8 hours per day on project site, or before 7:00 a.m. and after 5:00 p.m. & Saturdays, Sundays and holidays	1.5 x hourly
10.	Transportation	\$0.35/mile
11.	Concrete Test Cylinders, Cubes, 4 x 8 Prisms	\$13.00/each
12.	Masonry Block Prisms/Units	\$40.00/each
13.	Laboratory Proctor Test - per material type	\$135.00/each
14.	Extraction Gradation	\$165.00/each
15.	Final letter for Certificate of Occupancy..... (Minimum Charge)	\$150.00
16.	Per Diem.....	\$70.00/day
17.	Senior Engineer/Geologist	\$80.00/hour
18.	Exterior Insulation & Finish System (EIFS)	\$50.00/hour

CITY OF PORTLAND

BUREAU OF WATER WORKS

INTEROFFICE MEMORANDUM

DATE: October 1, 1999 MN 3.0
TO: Lloyd Miller
FROM: Joe Dvorak JD
Rod Allen RA
SUBJECT: Main Installation Approved for Design

The following main installation is approved for design (see attached map):

Quarter Section(s):	3828, 3928, 4028, 4029, 4129
Priority:	A
Goal:	Master Plan / Fire Flow
Funding:	Fire Flow
Limits:	SW Taylors Ferry Road from 11th Avenue to Terwilliger Boulevard
Size:	16 inch
Length:	1420 feet
Limits:	SW Terwilliger Boulevard from Taylors Ferry Road to Terwilliger Place
Size:	16 inch
Length:	5605 feet
Limits:	SW Terwilliger Place from Terwilliger Boulevard to Riverside Street
Size:	16 inch
Length:	797 feet
Limits:	SW Riverside Street from Terwilliger Place to Palatine Hill Road
Size:	16 inch
Length:	756 feet

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Lloyd Miller
October 1, 1999
Page 3

8. See 9/27/99 Fire Flow Review for Lewis and Clark College.

Please notify us of the assigned project number for this work.

cc: Randy Hawley *RH*
Hill Hampton
Ron May
Kelly Mulholland
Mike Sheets

G:\WCC\PLANNING\WEST\BURLINGAME.643\LEWIS_CL\TERWILLI.CON

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR SH
ACECO-1

DATE (MM/DD/YY)
05/10/99

PRODUCER

Hurley, Atkins & Stewart, Inc.
1400 Ninth Ave., #1500
ttle WA 98101

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.

INSURED

Sheri Huntington
Phone No. 206-682-5656 Fax No.

COMPANIES AFFORDING COVERAGE

COMPANY A	American Mfrs Mutual Ins Co
COMPANY B	
COMPANY C	
COMPANY D	

ACE Consultants, Inc.
4755 SW Watson Ave, Suite 200
Beaverton OR 97005

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <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				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	7CQ61218000	05/01/99	05/01/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OFF-ER EL EACH ACCIDENT \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000
	OTHER				

APPROVED AS TO FORM
Jeffrey L. Rogers
CITY ATTORNEY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: Design & Tehnical Services

CERTIFICATE HOLDER

PORCI1-

City of Portland
Bureau of Water Works
Attn: Gail West
1120 SW 5th Ave., 6th floor
Portland OR 97204-1926

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Sheri Huntington *Sheri Huntington*

174074

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
NOV 19 98

PRODUCER
HUDSON INSURANCE AGENCY, INC.
BOX 381
DALLAS OR 97058-0381

INSURED
ACE CONSULTANTS
4755 SW WATSON AVE #200
BEAVERTON OR 97005

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.

COMPANIES AFFORDING COVERAGE

COMPANY A: **Continental Casualty Co**
COMPANY B:
COMPANY C:
COMPANY D:
COMPANY E:

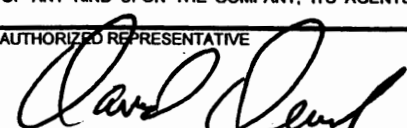
COVERAGES

THIS IS TO CERTIFY THAT 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. 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
	GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any One Fire) \$ MED. EXP (Any One Person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$
	AUTOMOBILE LIABILITY <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				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	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 <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> INCL <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> EXCL				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH - ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
A	OTHER: PROFESSIONAL LIABILITY	SFE114048345	NOV 15 98	NOV 15 01	\$1,000,000 EACH CLAIM & ANNUAL AGGREGATE

APPROVED AS TO FORM
Jeffrey L. Rogers
CITY ATTORNEY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
CITY OF PORTLAND BUREAU OF WATER WORKS 1120 SW 5TH AVE PORTLAND, OR 97204 Attention: GAIL WEST		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/09/99

PRODUCER
B. ADAMS CO.
GENERAL INSURANCE
6290 SW Arctic Dr.
Beaverton, OR 97005

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.

COMPANIES AFFORDING COVERAGE

COMPANY
A SAFECO INSURANCE

INSURED
ACE CONSULTANTS, INC.
4755 SW WATSON AVE
STE 200
BEAVERTON, OR 97005-0521

COMPANY
B
COMPANY
C
COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO 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 <input type="checkbox"/> OWNERS' & CONTRACTORS' PROT	02-BO-8253553-1	09/05/99	09/05/00	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 2,000,000 EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ INCLUDED MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input 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	02-CC-979876-1	09/05/99	09/05/00	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	APPROVED AS TO FORM <i>Jeffrey L. Rogers</i> CITY ATTORNEY			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	APPROVED AS TO FORM <i>Jeffrey L. Rogers</i> CITY ATTORNEY			EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	APPROVED AS TO FORM <i>Jeffrey L. Rogers</i> CITY ATTORNEY			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 CERTIFICATE HOLDER IS ADDITIONAL INSURED

CERTIFICATE HOLDER
 CITY OF PORTLAND BUREAU OF WATER WORKS
 1120 SW 5th AVE.
 PORTLAND, OR 97204

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE: *[Signature]*

ORDINANCE No. 174074

*Agreement with Ace Consultants, Inc. for \$300,000 for Design and Technical Services for water system improvement projects and other design services as may be required. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Bureau of Water Works requires professional engineering services necessary for the preparation of plans and specifications for the construction and replacement of undersized, deteriorated water main and other design services as may be required.
2. The firm of Ace Consultants, Inc. was selected to provide engineering services and other design services as may be required to the Bureau of Water Works.
3. The selection was made upon the recommendation of a selection committee acting in accordance with Chapter 5.68 of the City Code, Professional Services Contracts, and that selection was subsequently reviewed and approved by the Bureau of Water Works Administrator and Commissioner of Public Works.
4. The cost of these services is not to exceed \$300,000.

NOW, THEREFORE, The Council directs:

- a. That the Commissioner of Public Works and Auditor are authorized to enter into an agreement, attached to original only, with Ace Consultants, Inc.
- b. The work herein shall be charged to the FY 1999-00 Water Fund, Bureau of Water Works, Center Code 18089903, Project No. 6900, Account 521000.
- c. The Purchasing Agent is instructed to issue a Purchase Order for \$300,000 to be charged against the Water Fund for engineering services and other design services as may be required as referred to in item (a.) above.
- d. The Mayor and Auditor are hereby authorized to draw and deliver checks payable to Ace Consultants, Inc. for engineering services and other design services as may be required, rendered in accordance with the agreement referred herein when demand is presented and approved by proper authorities.
- e. The Chief Engineer of the Bureau of Water Works is hereby authorized to execute change orders to increase the cost of the contract by up to 25% of the original amount. (\$75,000)

Section 2. The Council declares that an emergency exists because a delay in proceeding with this project will result in increased costs for water system relocations; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, **JAN 12 2000**

Commissioner Sten
MK:slh 9912E500.2.doc
CENTER 18089903

GARY BLACKMER
Auditor of the City of Portland
By

Britta Olson

Deputy

Agenda No.

45

ORDINANCE NO. 174074

Title

*Agreement with Ace Consultants, Inc. for \$300,000 for Design and Technical Services for water system improvement projects and other design services as may be required. (Ordinance)

<p>INTRODUCED BY</p> <p>Commissioner Sten</p> <p>NOTED BY COMMISSIONER</p> <p>Affairs</p> <p>Finance and Administration</p> <p>Safety</p> <p>Utilities</p> <p>Works Commissioner Sten <i>EUS/keel</i></p> <p>BUREAU APPROVAL</p> <p>Bureau: Water Works</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Prepared by</td> <td style="width: 50%;">Date</td> </tr> <tr> <td>Margaret Kehrl</td> <td>01/05/00</td> </tr> </table> <p>Budget Impact Review:</p> <p><input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not Required</p> <p>Bureau Head: <i>MFR</i> Michael F. Rosenberger, Administrator</p>	Prepared by	Date	Margaret Kehrl	01/05/00	<p>DATE FILED: JAN 07 2000</p> <p style="text-align: center;">Gary Blackmer Auditor of the City of Portland</p> <p>By: <u><i>Gary Kershner</i></u> Deputy</p> <p>For Meeting of: _____</p> <p>ACTION TAKEN:</p>
Prepared by	Date				
Margaret Kehrl	01/05/00				

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