

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

SHORT TITLE OF WORK PROJECT: Future Infrastructure Needs Model for Asset Management

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

Effective Date and Duration

This contract shall become effective on **December 1, 2007** (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 **December 31, 2009**.

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 **\$149,930** for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4.

=====

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____
Address: _____
Social Security #: _____
Federal Tax ID #: _____ State Tax ID #: _____ Business License # _____
Citizenship: Nonresident alien Yes No
Business Designation (check one): Individual Sole Proprietorship Partnership Corporation
 Limited Liability Co (LLC) Estate/Trust Public Service Corp. Government/Nonprofit

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

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

Approved by the Contractor: _____
Signature/Title _____ Date _____

=====

CITY OF PORTLAND SIGNATURES

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

Approved by City Auditor: _____
City Auditor _____ Date _____

Approved as to Form
by City Attorney: _____
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. Order of Precedence

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contract's terms and conditions, b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

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 including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. 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. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

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. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

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 produced by the Contractor under this contract is the exclusive property of the City. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Contractor and the City intend that such work product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a work product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the work product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that work product.

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 I. 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

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Purchasing Agent to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 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. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

20. Prohibited Interest

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

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

21. Payment to Vendors and Subcontractors

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

Merger Clause

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

OPTIONAL PROVISIONS (selected by City Project Manager)

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

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

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

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

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

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

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in Exhibit A. The Contractor shall not change personnel assignments without the prior written consent of the City.

25. Subcontractors: / X / Applicable / ___ / Not Applicable

The Contractor shall assign the following subcontractors to perform work in the capacities designated: If applicable, list selected subcontractors in Exhibit A. The Contractor shall not change subcontractor assignments without the prior written consent of the City.

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

**Statement of the Work
and
Payment Schedule**

SCOPE OF WORK

Objectives

The City of Portland Water Bureau requires a model to quantify the maintenance, repair and replacement needs of the entire water system. The Contractor shall perform the following services:

Statement of Work/Deliverables

Deliverables by the Contractor for this project shall include:

- Asset deterioration curves, technical memorandum
- Maintenance, repair and replacement strategies, technical memorandum
- A working TeamPlan model
- A summary report on the model
- Instructions for use (a User's Manual)
- Training
- Scenario results, technical memorandum.

The Contractor shall complete the following:

1. TASK 1 – REVIEW WORK TO DATE AND REFINE APPROACH

Task 1.1 – Collate All Existing Documents

City of Portland Water Bureau to collate and provide the following if available:

- Documentation related to the overall asset management program (vision, objectives, strategy etc)
- Existing AMP's (Asset Management Plan) for each asset group
 - Mains
 - Large Meters
 - Pump Stations
 - Valves
- A list of all existing data sources (paper and electronic), including the available data, its completeness and accuracy.
 - Portland Water System Assets, Business Risk Exposure (Criticality) and Risk Mitigation (Business Case) Evaluation. Prepared by CLEM Committee. July 2007
 - City of Portland Asset Status and Condition Report. December 2006
 - Water System Status and Condition Report. February 2006.

The Contractor shall read and review all provided documentation.

Task 1.2 – Existing Work Description

The Contractor shall facilitate a daylong workshop with the entire City of Portland Water Bureau asset management team. The objective of this workshop will be to better understand the existing City of Portland Water Bureau asset management program and to engage the team in discussion with the aim of the exchange of ideas between the Contractor and the City of Portland Water Bureau staff. The proposed workshop agenda includes the following:

City of Portland Water Bureau to present the following:

- An overview of the Asset Management program
- The process for the development of the existing AMP's

- The objectives for this project and the desired outcomes

The Contractor shall present the following:

- Examples of Best Practice AMP's from the USA, Australia and NZ.
- Methodology for reviewing AMP's
- Facilitated group discussion of the presentations and setting the outcomes for the project and asset management program.

Task 1.3 – Review of AMP's

The Contractor and City of Portland Water Bureau staff shall jointly assess the AMP's. This process includes the assessment of the process and data used in the development of the AMP and results in the calculation of a confidence level rating.

Task 1.4 – Findings Discussion

It is proposed to facilitate a daylong workshop with the following agenda:

The Contractor shall present the findings of the Asset Management Program review, including the following:

- The AMP assessments and confidence levels
- Recommendations for strengthening of the AMP's and the practicality (effort required, benefit and available data) of these improvements
- Overall recommendations for the Asset Management Program

The Contractor shall facilitate discussion with the following objectives:

- Applicability of the recommendations
- Refinement of the proposed scope of works

Task 1.5 – Technical Memo #1 - Refined Approach Report

The Contractor shall write a concise report that includes the following:

- Asset Management Program vision and objectives
- Documentation of all information sources reviewed
- Agreed confidence assessment of each of the AMP's
- Recommendations for the strengthening of the AMP's
- Agreed scope of work and approach for the remaining project tasks

2. TASK 2 – IMPROVE EXISTING AND DEVELOP NEW ASSET DETERIORATION CURVES

Task 2.1 – Current Deterioration Curve Development Process

The objective of this task is to document the existing deterioration curves that have been developed, including the information and used for their development. The City of Portland Water Bureau shall take the lead for this task. This information may already exist.

Task 2.2 – Technical Memo #2 - Develop Deterioration Curve Methodology

The objective of this task is to develop a methodology to develop condition deterioration curves. The Contractor shall develop cooperatively with the City of Portland Water Bureau staff and include the following:

- The objective of improving the accuracy of the asset deterioration curves
- A list of the asset types that require deterioration curves and the required relative accuracies of each
- What is the best source of information that can be used to develop / refine the deterioration curve
- What additional data may be available in the future and what makes economic sense to be collected
- How should this proceeding information be compiled into new curves
- How should these curves continue to be refined in the future

Task 2.3 – Pilot Test Deterioration Curve Methodology

The Contractor and the City of Portland Water Bureau shall jointly test the developed methodology on two types of assets and refine the methodology as required. The City of Portland Water Bureau shall develop the remainder of the deterioration curves.

3. TASK 3 – IMPROVE EXISTING AND ASSIST IN DEVELOPING OPTIONAL STRATEGIES FOR MAINTENANCE, REPAIR AND REPLACEMENT OF ASSETS

Task 3.1 – Current Management Strategy Development Process

The objective of this task is to document the existing process used to develop the management strategies for the asset types. The City of Portland Water Bureau shall take the lead for this task.

Task 3.2 – Technical Memo #3 - Develop Management Strategy Development Methodology

The objective of this task is to develop a methodology to develop management strategies. The Contractor and the City of Portland Water Bureau staff shall cooperatively develop the management strategies that shall include the following:

- The objective and KPI's (Key Performance Indicators) of improved accuracy of the management strategies
- A prioritized list of the asset types that require management strategies, the required relative accuracies of each and the potential cost savings
- What is the best source of information that can be used to develop / refine the management strategies
- What additional information may be available in the future and what should be collected
- How should this proceeding information be compiled into management strategies
- A review of all existing management strategies and recommendations on improvement areas
- How should these management strategies be continue to be refined in the future

Depending on the type of asset and the relative risks that they represent to the City of Portland Water Bureau the level of detail analysis to develop each management strategy will vary. For example, it may be appropriate to develop some management strategies based on staff interviews, whereas other management strategies should be developed based on a life cycle cost analysis or an optimal renewal decision making analysis.

Task 3.3 – Pilot Test Management Strategy Development Methodology

The Contractor and City of Portland Water Bureau team shall jointly test the developed methodology on two types of assets and refine the methodology as required. The City of Portland Water Bureau shall develop the remainder of the management strategies with a review by the Contractor.

4. TASK 4. DEVELOP A SYSTEM-WIDE ASSET MANAGEMENT FUTURE INFRASTRUCTURE NEEDS (FIN) MODEL

Task 4.1 – Alternative Model Assessment

The City of Portland Water Bureau has elected to use the Contractor's TeamPlan modelling package for this contract.

Task 4.2 – Installation and Training

- Install TeamPlan within the City of Portland Water Bureau software environment
- Train City of Portland Water Bureau staff in the use of the TeamPlan

Task 4.3 – Setup

The setup of the model shall be completed as a joint task between the City of Portland Water Bureau staff and the Contractor. The Contractor and City of Portland Water Bureau staff shall work together to complete the following steps:

- Define the scenarios to be assessed
- Identify data sources
- Setup and import data and define the single asset register, including the level of analysis to be performed

- Setup management strategies, including deterioration curves from existing AMP's and newly defined management strategies.

Task 4.4 – Run Model

City of Portland Water Bureau staff and the Contractor shall jointly undertake this task.

- Run the model and test the results

5. TASK 5 – ASSIST BUREAU IN PREPARATION OF A SYSTEM-WIDE ASSET MANAGEMENT PLAN

Task 5.1 – Technical Memo #5 - System-Wide Asset Management Plan Contents

The aim of this task is to assist the City of Portland Water Bureau to define the contents of the System-Wide AMP. The Contractor shall facilitate a workshop with the following agenda:

- Presentation of various best practice AMP's from the USA, UK, Australia and NZ
- Facilitated discussion on the City of Portland Water Bureau contents of the AMP
- Identify the tasks required to write the AMP

Task 5.2 – Model Output Analysis

The Contractor shall assist the City of Portland Water Bureau to analyse the results of model and provide input on refining the scenarios.

Task 5.3 – Review Completed System-Wide Asset Management Plan

The Contractor shall review the completed AMP written by the City of Portland Water Bureau and complete a confidence assessment with the same tool as used for task 1.

Task 5.4 – Technical Memo #4 – Future Infrastructure Needs Model

The Contractor shall develop a technical memorandum with the following contents:

- Summary report on the Future Infrastructure Needs model
- Scenario results
- Chosen Model User's Manual

6. Task 6. Phase 2.

There may be a second phase to the project with additional tasks. This may include the continued implementation and enhancement of the model, and/or CIP validation efforts. Phase 2 shall be dependent upon the performance of the Contractor in the first phase and the availability of funds.

CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
Doug Stewart	Project Director
Matthew Oakey	Project Manager
Brenton Marshall	Principal Advisor

SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
Randy Hawley – R. Hawley Consulting	Project Engineer

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. The Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (Exhibit A1 attached hereto) reporting ALL subcontractors employed in the performance of this agreement.

All of the services required under the Contract shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions of the Contractor's key personnel or subcontractors which have been listed in the Contract must be made known to the City's project manager 30-days prior to execution, and written approval granted by the City before said change or substitution can become effective. Contractor shall submit a resume of qualifications for any substitution requests.

The Contractor warrants that skilled and competent personnel to the highest professional standards in the field shall perform all services required under the Contract.

COMPENSATION

- On or before the 15th day of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the proceeding month. The invoice shall be itemized and include the performance date, contract number, project title, and task number that was performed per this scope of work. The Contractor shall ensure that invoices reflect an itemized detail of work performed by the Contractor and the Contractor's sub-consultants. The Contractor shall also provide an updated schedule and budget status report if requested by the City's project manager.

- Contractor and all Subcontractors shall be compensated at the following rates:

Contractor:

GHD Inc

Doug Stewart, \$220/hour

Matthew Oakey, \$180/hour

Brenton Marshall, \$200/hour

Subcontractor(s):

R. Hawley Consulting

Randy Hawley, \$120/hour

- The Contractor shall submit a Monthly Subconsultant Payment and Utilization Report by the 15th of each month (reference Part II, Section C.5 of the RFP).

- Each task shall be invoiced as follows:

Mobilization and Project Management: \$5,760

Task 1: \$34,660

Task 2: \$18,745

Task 3: \$20,905

Task 4: \$46,795

Task 5: \$23,065

- The contract shall not exceed \$149,930.

MONTHLY SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. Solicitation No. _____ 2. Contract No. _____ 3. Prime Consultant _____
4. Contract Amount _____ 5. Report Dates: Beginning ___/___/___ Ending Dates ___/___/___ 6. Project Name _____
7. Progress Report No. _____

8 ALL SUBCONSULTANT NAMES APPEARING ON ORIGINAL FIRST-TIER SUBCONSULTANT DISCLOSURE FORM	9 ORIGINAL SUBCONSULTANT AMOUNT (\$)	10 AMENDED SUBCONSULTANT AMOUNT (\$)	11 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	12 TOTAL PAYMENTS TO DATE (\$)

SUBCONSULTANTS ADDED AFTER PROJECT AWARD (Must be EEO Certified with the City of Portland)*

13 SUBCONSULTANT NAME (LIST ANY SUBCONSULTANTS NOT LISTED ABOVE)	14 NATURE OF WORK	15 STATUS MBE, WBE OR ESB	16 SUBCONSULTANT AMOUNT	17 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	18 TOTAL PAYMENTS TO DATE (\$)

*CHANGES TO CONTRACT: Before replacing, substituting, or adding any subconsultant, please contact the **PTE Compliance Specialist**

Please note: Explanations and additional instructions for completing this report are on the reverse side.

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

Authorized Signature of Consultant Representative

Date

**Submit with invoice by the 15th of the month to the City's Project Manager AND City of Portland, Bureau of Purchases, Contract Compliance Specialist,
1120 SW 5th Avenue, Room 750, Portland, OR 97204**

INSTRUCTIONS FOR COMPLETING THE MONTHLY SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. **SOLICITATION NUMBER:** Enter City of Portland solicitation number.
2. **CONTRACT NUMBER:** Indicates the contract number assigned by the City Auditor for this project.
3. **PRIME CONSULTANT:** Indicate the name of the prime consultant.
4. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
5. **REPORT DATES:** Indicate the beginning and ending dates corresponding to the progress payment period or use calendar month (i.e. 1/1/02 thru 1/31/02); reports should be sequential and not overlap.
6. **PROJECT NAME:** Indicate the project name as indicated on the contract documents.
7. **PROGRESS REPORT NUMBER:** Enter report No.1 for the first report submitted and sequential numbers for reports submitted thereafter.
8. **ALL SUBCONSULTANT NAMES:** List the names of all subconsultants listed on the original First-Tier Subconsultant Disclosure form as submitted at solicitation due date.
9. **ORIGINAL SUBCONTRACT AMOUNT:** Indicate the dollar amount for each subconsultant at time of award.
10. **AMENDED SUBCONSULTANT AMOUNT:** This amount should be the total dollar value (original subconsultant amount plus any additions or deletions) of the subcontract.
11. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
12. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subconsultant.

SUBCONSULTANTS ADDED AFTER PROJECT WAS AWARDED

13. **SUBCONSULTANT NAME:** Please list any subconsultants not appearing on original disclosure form.
14. **NATURE OF WORK:** Briefly describe subconsultants work (i.e. CAD drafting, environmental testing, etc.).
15. **STATUS:** Indicate the appropriate M/W/ESB status of each subconsultant listed (i.e. MBE, WBE, ESB). **Note:** Designations should be consistent with how firms were certified by the State at time of contract award. Leave blank for non-certified firms.
16. **SUBCONSULTANT AMOUNT:** Indicate the dollar amount of the subcontract.
17. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
18. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subconsultant

COMMENTS (Include why any payment amounts made to a subconsultant are less than that requested by the subconsultant).

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. Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per 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 \$1,000,000 per 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 per 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. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

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