

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
 CONTRACT NO. _____
 SHORT TITLE OF WORK PROJECT: ARGYLE & 13TH PUMP STATION REMODEL**

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and David Evans and Associates, Inc., hereafter called Contractor. The City's Project Manager for this contract Dennis Jaramillo.

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended, on June 30, 2010.

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 \$136,380 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): DAVID EVANS AND ASSOCIATES, INC.
 Address: 2100 SW RIVER PARKWAY, PORTLAND, OR 97201
 Social Security #: N/A
 Federal Tax ID #: 93-0661195 State Tax ID #: 2327654 Business License # 202605
 Citizenship: N/A Nonresident alien Yes No
 Business Designation (check one): Individual Sole Proprietorship Partnership X 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: James A. Palmer Sr. Assoc. 8/27/08
 Signature/Title Date
 Approved by the Contractor: Don W. A. / Vice President 8/27/08
 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: **APPROVED AS TO FORM** 9/2/08
 Office of City Attorney Date
Paula Nguyen
 CITY ATTORNEY

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

1. Access to Records

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

2. Audits

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

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

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

3. Effective Date and Duration

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

4. 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: / XX / 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: / XX / 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: / XX / 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: / XX / 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

I Project Understanding

The Argyle & 13th Pump Station, constructed in 1975, is a wet well/ dry well configuration owned and operated by BES. The station is located in an industrial area at 1350 NE Argyle Street on property owned by the City of Portland. The station has two Aurora 6 x 8 x 15 sewage pumps. Pump No. 1 is 40 Hp and Pump No.2 is 50 Hp. Each pump is rated at 1,600 gpm with a TDH between 64 feet and 71 feet. The wet well has a capacity of 270 gals/ft of depth. The active volume, the difference between duty pump start elevation and duty pump off elevation is 6 feet, or 1620 gallons. The minimum volume for constant speed pumps is determined by the minimum cycle time recommended by the pump manufacture. For constant speed pumps the minimum cycle time is normally 6 minutes, or 10 starts per hour. The minimum active volume is calculated using the formula $VR = (Tc)(Qp)/4$ which for this station is $(6 \times 1,600)/4$ equaling 2,400 gallons verse the current available volume of 1,620 gallons. It is clear why one of the concerns with the station is excessive cycle times. Since the control/electrical room is located below grade, there are issues with safety and access into a confined space environment. Station malfunctions will cause back-ups in the gravity system, which can eventually cause an overflow into the Columbia Slough. The pump station will require a major upgrade to modernize the pumping equipment, increase cycle times and bring the electrical and control systems above ground to conform to current codes and BES standards. Any modifications to the site will need to consider the existing 66-inch storm sewer located along the east side of the site.

TASK 1: PROJECT MANAGEMENT

Task 1 Key Team Members: Jim Gilmer

DEA anticipates the BES staff will assist in gathering any existing data. Other tasks determined during the project kick-off meeting will also be completed by City staff and include the following:

- Provide a project engineer/manager who is responsible for overall project management and will provide coordination between the Consultant and the City.
- Provide City staff member(s) to provide timely response to any questions, and to be available for meetings requested by the consultant.
- Provide survey services for design and construction.
- Provide construction management services.
- Provide printing of documents for distribution.
- Make available guidelines, policies and regulations to be used in developing design.
- Maintain records and process payment requests.

At a minimum, review meetings with City staff will be established as described below. The Consultant will meet with the City for the following meetings:

- Project Kick-off
- Preliminary Design Report Submittal (30%)
- Design Review Submittal (60%)
- Final Review Submittal (90%)

Task 1 Deliverables: Monthly status report, updated project schedule, summary of any meetings, and telephone conversation records that impact the progress of the work.

TASK 2: PRE-DESIGN REPORT (CONSIDERED 30% DESIGN STAGE)

Task 2 Key Team Members: Jim Gilmer and Gregg Scholz

The Pre-Design Report process will begin with a kick-off meeting attended by key DEA design team members, the City's project manager and appropriate City staff. BES anticipate that Jim Gilmer, along with key team members will be involved in the preliminary design study. The purpose of the kick-off meeting is to gather any additional data

and reports that have been developed since the previous design work, and establish goals and objectives for the preliminary design report.

DEA, with the assistance of the City staff, will collect and review existing data pertinent to the Argyle & 13th Pump Station and force main systems including:

- City of Portland design criteria
- Previous designs to upgrade the Argyle & 13th Pump Station – 1994 and 2000
- Collection of data from City records such as as-built records and flow data
- Copy of the 1995 Geotechnical Report
- Description of existing rights-of-way, property and easements
- City's standard construction specifications similar to the previous Pump Station projects DEA recently completed

During the pre-design DEA's design team will review and evaluate the previous 1994 and 2000 designs of the Argyle & 13th Pump Station. The preliminary design report will evaluate alternative wet well and pump configurations for the station based on the projected peak design flow of 1,600 gpm and also the average dry weather flow of 250-300 gpm, and make recommendations for improvements. Wet well alternatives will include modifying the existing station and a conventional circular wet well configuration. Pump alternatives should include an evaluation of a three-pump system. In a three-pump configuration, one pump would handle the normal flows, two pumps in parallel would handle the peak flow, and the third pump would alternate with the other two and provide backup if one pump is out of service. Currently there is a 40 Hp pump and a 50 Hp pump installed at the pump station. Initially, it would appear that a three pump system would better fit the range of flows being reported at the station. Modifying the existing structure does not provide sufficient space for a three pump system therefore a new circular wet well appears to be a better solution.

The existing force main, based on the 1994 design, is a combination of 40 feet of 10-inch, 245 feet of 12-inch and 1600 feet of 14-inch diameter ductile iron pipe approximately 1,885 feet in length. The existing force main will not require replacement at this time since the peak design capacity is not increasing above the current 1,600 gpm.

BES electrical/mechanical sub-consultant, R&W Engineering, will complete a review of the previous electrical design and make recommendations for revisions to accommodate new electrical and control equipment that will be installed in a new above ground control room. R&W will review and evaluate the HVAC/odor control systems and provide any necessary preliminary design for plumbing systems to accommodate the restroom facility.

BES land use sub-consultant, Vigil-Agrimis, Inc. (VAI) reviewed the current land use and development standards for this location. The pump station is on a lot zoned IG2 (General Industrial 2) and has an h (Aircraft Landing) overlay. Basic utilities are an allowed use in the IG2 zone. No land use approvals would be required from Bureau of Development Services. During pre-design, BES team will coordinate with BDS to verify if other land use approvals may be needed. An informal pre-application meeting will be conducted to confirm the land use reviews required.

In the aircraft landing zone, all structures and vegetation are subject to the height limits shown on the Aircraft Landing Zone Map. It is assumed that the pump station will meet the height limits and a variance will not be required.

DEA's structural engineers will evaluate the existing structure for gravity, hydrostatic and lateral loads and assist in incorporating their findings into the Pre-Design Report. BES will provide preliminary structural design for the preferred option including the new wet well, control room and restroom facility. The design of the control building will include an eco-roof.

Pacific Geotechnical, LLC will review the previously completed 1995 soils investigation report to determine if additional borings are required. If the existing structure is modified we do not believe additional boring will be required. If a new circular wet well is the preferred option, then we recommend that an additional boring about 35 feet deep be drilled at the pump station site in order to obtain accurate data in the vicinity of the proposed work. Task 3 – Field Investigation describes the approach for the geotechnical investigation.

Task 2 Deliverables: DEA will provide five copies of the Draft Technical Memorandum to summarize the project alternatives evaluation, and to document a recommended approach to remodel the pump station. Technical Memorandum will include preliminary plans and specification sections list (considered 30% design stage), and a budgetary construction cost estimate.

A project schedule will be provided during the preliminary design phase that will show the anticipated time frames for the phases, subtasks and review meetings with City staff, and will clarify the activities to be undertaken simultaneously.

City Review and Revisions to Preliminary Design Report

We estimate the preparation of the preliminary design study will require approximately 30 to 45 days from the Notice to Proceed. DEA will attend a review meeting at the City to receive comments on the preliminary design report. The final report will incorporate all the comments received from the draft review. The final Pre-Design Report will include an updated project schedule and preliminary construction cost estimate

TASK 3: FIELD INVESTIGATIONS

Task 3 Key Team Members: Jim Gilmer, City of Portland Survey Crew, and Pacific Geotechnical, LLC

During the preparation of the pre-design report, field survey work will be completed, if necessary, that will include control surveys and topographic base mapping for the pump station site. Control surveys will be performed by City of Portland survey crews. The design survey will establish vertical and horizontal control and provide detailed field information needed to prepare topographic base maps, which will be used for the design and construction of the pump station improvements including the control building and valve vault.

Geotechnical investigations at the pump station site will be completed by BES subconsultant Pacific Geotechnical, LLC during this phase of the work. The soils investigation will include one boring at the pump station site to provide geotechnical information. The boring will be drilled to a depth of 30 to 35 feet using a truck mounted drill rig using rotary drilling methods. For cost purposes, it is assumed that the drill cuttings are not contaminated.

A geotechnical engineer will review the logs of the exploratory boring and the results of the laboratory testing to develop recommendations for the foundations for the new building and develop recommendations for earthwork for the interceptor sewer and force main. A geotechnical report will be prepared and submitted as the geotechnical deliverable.

Field survey work, base mapping and geotechnical work will be completed within four weeks of notice to proceed.

Task 3 Deliverables: Hard copy and electronic files for the control survey and topography survey for the base mapping and five copies of the Geotechnical Investigation Report.

TASK 4: FINAL DESIGN (60% & 90%)

Task 4 Key Team Members: Jim Gilmer, Edita Boguslawski, Phil Boultinghouse, and Gregg Scholz

Pump Station Modifications to 60 Percent

The preparation of the final design will be based on the final approved recommendations contained in the Preliminary Design Report. Utilizing the field survey, the preliminary site design of the improvements showing the existing pump station, site improvements, on-site permanent generator set, and by-pass pump facilities, will be completed.

The 60% design package for pump station modifications will include demolition plans, the design for replacement pumps, piping, and electrical systems, and all other proposed improvements including providing control building with an eco-roof. Any required electrical and control equipment, and temporary pumping systems, if necessary, will be advanced to 60 percent design

During the 60% design, sub-consultant R&W Engineering will further develop the modifications to replace the existing electrical and control systems and HVAC ventilation and odor control system requirements for the wet well, electrical room and restroom. DEA will utilize BES technical specifications developed previously for the Columbia Slough and California Pump Station projects for the City of Portland as a starting point for the technical specifications for this project.

60% pump station improvements, details will include landscape and irrigation plan, erosion control plan and traffic control plan and update the construction cost estimate.

Deliverables: Four copies of the 60-percent design, draft technical specifications and electronic files for City review.

City Review and Revisions to 60 Percent

DEA will attend a review meeting at the City to receive comments on the 60-percent design. DEA will make adjustments and changes, as required, based on comments received during the City review meeting.

Final Design to 90 Percent

Final design of the pump station modifications will incorporate comments received during the City review of the 60-percent design. DEA will refine the drawings and specifications and cost estimate, producing detailed construction documents. Plans will be prepared in a format acceptable to the City and suitable for bidding and construction.

Deliverables: Four copies of the 90-percent design and electronic files for City review.

Final City Review and Revisions to 90 Percent

Four copies of the final design plans and specifications will be provided to the City at the 90-percent-complete stage for review and comment. A scheduled City review meeting will be held at the end of the review period so that DEA can receive comments. DEA will make adjustments and changes, as required, based on comments received during the City review meeting.

Revisions to Final Design

DEA will make adjustments and changes to the final designs and specifications, as necessary based on the comments received from the City. Specifications for the project will be prepared in a format that meets City of Portland Standards. DEA will prepare special technical specifications for Divisions 2-16 and reduce contract drawings.

Contract Documents at 100 Percent

The plans will include a cover sheet, demolition plans and details, civil site improvements, mechanical plans, sections and details, HVAC and plumbing modifications and details, structural modifications and details, electrical plans, control diagrams and schematics, erosion control plans and details and the City of Portland Standard Reference Drawings for the SSPC and HYDRA systems. Standard and miscellaneous details will also be provided.

Task 4 Deliverables: Four sets of 11-inch by 17-inch half-size drawings, one set of full-size vellums, 22-inch by 34-inch contract drawings, camera-ready technical specifications, cost estimate, signed and sealed structural calculations, and electronic files. Electronic files and camera-ready drawings and contract documents will be provided to the City for use during the bidding and construction phases.

TASK 5: SERVICES BEYOND FINAL DESIGN

Task 5 Key Team Members: Jim Gilmer, Phil Boultinghouse, and Gregg Scholz,

Services beyond final design may include services during bidding and construction. At the completion of the construction, DEA will assist BES with startup and project closeout.

Services During Bidding

DEA will assist the City during the advertising, bidding and award of this project. DEA will provide written responses to all questions and requests for information and generate any required addenda. DEA will represent engineering design in resolving construction conflicts and disputed issues

Services During Construction

BES will provide the overall construction management. Jim Gilmer will provide services during this phase of the work. He will attend the pre-construction conference with the selected Contractor. DEA's structural engineer will complete four site inspections and field reports. Once the construction is underway, DEA will review shop-drawing submittals for compliance with the specifications. Based on our experience with previous pump station projects, we estimate approximately 40 to 60 submittals. BES will also attend up to four team meetings assist in resolving design issues and providing general interpretations of the design. BES will assist in identifying items of concern and

provide written or verbal responses as necessary. BES will also provide sketches or drawings to help clarify design issues.

Startup And Project Closeout

DEA will assist the city during the startup and project closeout phases of the work. Jim Gilmer will be the primary DEA staff member involved during this phase. DEA will prepare an O&M manual in accordance with BES guidelines for pump station O&M manuals. Jim Gilmer has completed multiple manuals for BES on various BES pump station projects.

BES will prepare Record Drawings based on the Contractor's "Red Lines" and Change Orders.

Task 5 Deliverables: In addition to the summary claims report, a comprehensive Operation and Maintenance Manual will be prepared in accordance with City and DEQ guidelines.

CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
James Gilmer, P.E.	Project Manager
Donald Whitehead, P.E.	QA/QC Manager
Edita Boguslawski	Engineering Design Technician

SUBCONTRACTORS

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

NAME	ROLE ON PROJECT
R & W Engineering	Electrical & Mechanical Engineering Support
Vigil-Agrimis, Inc	Land Use Planning & Erosion Control Support
Pacific Geotechnical, LLC	Geotechnical Engineering Support

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.

COMPENSATION

The total "Not to Exceed" amount of this agreement is \$136,380. The spreadsheet from the Proposal shall be attached to this Exhibit.

BES Multiplier Policy

The multiplier applied to salaries shall not exceed 3.1. The multiplier shall include the following non-reimbursable expenses: fringe benefits, payroll bonuses, autos and other defined perquisites, telecommunications, facsimile services, overhead expenses including but not limited to local and long distance telephone, parking, delivery/courier, general business and professional liability insurance, advertising costs, postage, internal copying, lease of office equipment, mileage and other local travel costs, information technology (including computer time and CAD services and other related highly specialized equipment), all other direct costs not identified as reimbursable, other indirect costs and profit.

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up.

- Out-of-Town Travel. Travel (transportation, lodging and per diem) of Consultant and/or experts when specified in the contract or requested by BES, directly attributed to specific tasks and when to a location

outside a 100 mile radius of Consultant's project office. Travel costs will be reimbursed in accordance with the City's Travel Expense Guidelines.

- Photocopying/Reproduction Costs. Reproduction of required drawings, reports, specifications, bidding documents, in excess of the number required as part of the contract excluding the cost of reproduction for Consultant's or sub's own use.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 5%. Consultants are not guaranteed the maximum mark-up will be allowed, it may be less or none at all. The actual rate will be determined during contract negotiations.

Adjustment of Labor Rates

Each year the contract is in force, hourly rates may be adjusted annually to an amount not to exceed the average inflation rate for the Portland Metropolitan Area as determined from the US Department of Labor statistics and certified by the City of Portland Auditor. Other than the impact of inflation as described above, compensation rates may not be increased.

Proposal Design Fee Estimate
City of Portland Bureau of Environmental Services
Argyle & 13th Pump Station Remodel
 7/17/2008

ITEM No.	EMPLOYEE CLASSIFICATION	TASK	David Evans and Associates, Inc.										Pacific Environmental, LLC			TOTAL									
			Proj Mgr	Structural	Design Tech	Chief	Senior Eng	Design Tech	Mgr	Staff Eng	Project Manager	Staff Eng	Project Engineer	Staff Engineer	Hours	Subtask	Subtask	Subtask	Amount						
1.0	PROJECT MANAGEMENT	Project Administration ONCC	16																						
		Project Meetings and Final Design Review	4																						
		Project Kick-off Meeting	2																						
		Coordination Meetings	16																						
2.0	PRE-DESIGN REPORT (80% COMPLETE)	Task 1.0 Project Management Subtotal	20																						
		Pre-Design Report	16	2																					
		Data Collection & Evaluation of Existing Designs																							
		Preliminary Land Use Review	2																						
		Preliminary Civil Site Design	16	8																					
		Preliminary Layout of Pump Station	0																						
		Preliminary Electrical Evaluation	32																						
		Preliminary Mechanical - Pumps, Piping & Valves	0																						
		Preliminary HVAC & Plumbing Evaluation	4																						
		Preliminary Schedule	4																						
		Preliminary Cost Estimate	4																						
		Prepare Draft Report	24																						
		Submit Design Report to City for Review	2																						
		Submit Final Pre-Design Report to City	0																						
3.0	FIELD INVESTIGATIONS	Task 2.0 Design Modifications of Pump Station Subtotal	0	100	10	68	14																		
		Field Investigation & Documentation	2																						
		Field Site & Sampling	2																						
		Analysis & Report Preparation	0																						
		Task 3.0 Field Investigations Subtotal	0	2	0	0	0	0																	
		4.0	FINAL DESIGN (80% COMPLETE)	Final Design to 80%	4																				
				Final Civil Site Design	24																				
				Final Mechanical - Pumps, Piping & Valves	24																				
				Final Electrical Design	0																				
				Final HVAC System Modifications	32																				
				Final Erosion Control Plan	4																				
				Final Landscape and Irrigation Design	4																				
Final Specifications	4																								
Revised Final Cost Estimate	4																								
Submit Final Design to City for 80% Review	2																								
Review Meeting with the City	0																								
Task 4.0 Final Design of Pump Station Subtotal	0			66	28	68	16																		
5.0	SERVICES BEYOND FINAL DESIGN	Final Design of the Pump Station to 100%	2																						
		Final Civil Site Design	2																						
		Final Mechanical - Pumps, Piping & Valves	2																						
		Final Electrical Design	0																						
		Final HVAC System Modifications	32																						
		Final Erosion Control Plan	4																						
		Final Landscape and Irrigation Design	4																						
		Final Specifications	4																						
		Revised Final Cost Estimate	4																						
		Submit 100% Documents to the City	0																						
		Task 5.0 Final Design of Pump Station Subtotal	0	27	28	100	22																		
		6.0	SERVICES DURING BIDDING	Services During Bidding	8																				
Startup & Operation & Maintenance Manual	40																								
Task 6.0 Services Beyond Final Design Subtotal	0			88	8	24	12																		
TOTAL HOURS	20			339	74	278	90	104	142	122	8	34	28	1251											
BILLOUT HOURLY RATE	\$150.00			\$142.60	\$170.00	\$22.92	\$94.25	\$125.00	\$80.00	\$65.00	\$112.00	\$122.00	\$95.00	\$192.00	\$168.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	
ESTIMATED FEE	\$3,000.00			\$48,340.00	\$17,700.00	\$22,057.76	\$7,922.50	\$13,000.00	\$14,058.00	\$7,750.00	\$1,340.00	\$3,340.00	\$2,660.00	\$24,600.00	\$19,680.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	\$17,280.00	
PERCENT OF TOTAL FEE	2%			35%	6%	17%	4%	10%	10%	6%	1%	15%	0.4%	3%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	

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 MW/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 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.

Contractor Signature James W. Palmer Date 8/27/08 Entity DAVID EVANS & ASSOC., 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.

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

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

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

Contractor Signature

Date

EXHIBIT C

INSURANCE (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. XX Required and attached or Waived by City Attorney : _____
DJ

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. XX Required and attached or Waived by City Attorney : _____
DJ

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. XX Required and attached or Waived by City Attorney : _____
DJ

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.