

CITY OF PORTLAND
 AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NO.

SHORT TITLE OF WORK PROJECT:

Design of Streetscape Improvements and Street Design for Division Streetscape and Street Reconstruction Project

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

Effective Date and Duration

This contract shall become effective on September 1, 2010. This contract shall expire, unless otherwise terminated or extended, on August 30, 2013.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$1,700,000 for accomplishment of the work.
 (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONTRACTOR DATA AND CERTIFICATION

Name: KPFF Consulting Engineers Inc.

Address: 111 SW 5th Avenue, Suite 2500, Portland Oregon 97204

Employer Identification Number (EIN) 91-0755897

City of Portland Business License # 141462

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.

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 the INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT, which is attached hereto and by this reference made a part hereof.

(a) 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.

(b) 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.

(c) 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

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

- (a) 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).

- (b) 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:

- (c) 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:

- (d) 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.

- (e) 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.
- (f) 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 and 10-day non-payment clause that provides that the insurance shall not terminate or be cancelled without 30 days or 10 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.

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 L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

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

17. Governing Law

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

18. Amendments

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 Chief Procurement Officer 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: / / 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, the STATEMENT OF THE WORK 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 the STATEMENT OF THE WORK. The Contractor shall not change personnel assignments without the prior written consent of the City.

25. **Subcontractors:** /_X_/ Applicable /___/ Not Applicable

The City requires Contractors to use the Minority, Women and Emerging Small Business (M/W/ESB) subcontractors identified in their proposals, and as such the Contractor shall assign these subcontractors as listed in the STATEMENT OF THE WORK to perform work in the capacities designated. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK – See attached

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. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

COMPENSATION - See attached (Summary of Estimated Fees for Professional Services / Billing Rates)

Contractor shall be paid the not to exceed amount of \$ 1,700,000. The Contractor will be paid based on its hourly rates, costs incurred in paying its subcontractors, if any, plus any authorized expenses, as set forth in more detail below. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by the contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed those set forth on attached spreadsheet

Standard Reimbursable Costs

See attached spreadsheet

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 3.1%.

Adjustment of Labor Rates Due to Inflation

Annual adjustment of hourly rates will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the contract;
- No more than one increase shall be granted per contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

Progress Payments

On or before the 15th of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Contractor shall also attach photocopies of claimed reimbursable expenses, if applicable. The Project Coordinator shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Contractor shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any invoice, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the City to Contractor.

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 [Signature] Date 8/25/10 Entity KPFF, 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

CONTRACTOR SIGNATURE:

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE 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.

KPFF Consulting Engineers

BY  Date: 8/25/10

Name: CURTIS C. VANDERZANDEN

Title: PRINCIPAL

Contract No. _____

Contract Title: _____

CITY OF PORTLAND SIGNATURES:

By: _____
Bureau Director

Date: _____

By: _____
Chief Procurement Officer

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: **APPROVED AS TO FORM**
Office of City Attorney

Date: 8/26/10

Paula Menezes
CITY ATTORNEY

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2010

PRODUCER Commercial Lines - (206) 892-9200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 Union Street, Suite 1300 Seattle, WA 98101-1371	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED KPFF Consulting Engineers, Inc. 1601 5th Avenue, Suite 1600 Seattle, WA 98101	INSURER A: Travelers Indemnity Company	25658
	INSURER B: Travelers Casualty & Surety Co. of America	31194
	INSURER C: Lexington Insurance Company	19437
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	680-1263L238	10/10/09	10/10/10	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA-1283L587	10/10/09	10/10/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB-5836Y216	10/10/09	10/10/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		OTHER Professional Liability/Pollution Liability	013001494	10/10/09	10/10/10	\$5,000,000 Per Claim/\$5,000,000 Agg. \$250,000 SIR	

APPROVED AS TO FORM
Amela Mergosa
 CITY ATTORNEY

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

RE:SE DIVISION STREETSCAPE PROJECT, NUMBER 310009.
 CITY OF PORTLAND, AND ITS AGENTS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED UNDER GENERAL LIABILITY AS RESPECTS THEIR INTEREST IN THE INSURED OPERATIONS OF THE NAMED INSURED PER THE ATTACHED ENDORSEMENT. DJT

CERTIFICATE HOLDER

CANCELLATION Ten Day Notice for Non-Payment

Portland Bureau of Transportation Attn: Elizabeth Mahon 1120 SW 5th, Suite 800 Portland, OR 97204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>James Brada</i>
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184082

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Background

The SE Division Street Streetscape project is the culmination of a planning effort that began in 2004. The concept plan resulting from this effort will be the basis for the design work that will be required under this contract. A summary of the improvements that will result from this work includes:

1. Reconstruction and rehabilitation of poor pavements from SE 11th Ave. to SE 39th Ave.
2. Implementation of streetscape, traffic safety and stormwater management improvements from mid-block between SE 10th & 11th Avenues to SE 39th Ave. to support the Green Street / Main Street concept plan.
3. Implementation of improvements to the existing sewer system to address local flooding and aging pipes within the corridor through installation of new pipes and insitu rehabilitation methods as part of the Tabor to River Program.

For tracking of costs associated with development of construction documents for the proposed improvements, the following two distinct packages of work have been identified.

Base Project

Work to be implemented under this package includes:

- Pavement repair and rehabilitation on SE Division Street as defined in the pavement design report being provided by the City. Anticipated pavement work includes:
 - Pavement grind and overlay asphalt between SE 11th Avenue and SE 39th Avenue
 - Restriping of travel lanes from SE 10th Avenue to SE 39th Avenue
- Construction of streetscape improvements on SE Division between SE 10th Avenue and SE 39th Avenue and adjacent side streets as defined by the final SE Division Streetscape Concept Plan adopted spring, 2010. The anticipated streetscape elements include:
 - Curb extensions at intersections, (4) new crosswalks, and curb ramps.
 - Street signage, bike parking, and street trees,
 - Stormwater infiltration facilities not covered under TGD-15 identified below (curb extension swales and stormwater planters) with associated storm drain infrastructure,
 - Traffic signal modifications,
 - Existing utility service lines in conflict with the proposed improvements may be relocated. Design for relocation of water main, public utilities or franchise utilities is not included in this scope of work.

BES Project TGD-15

The SE Division St. Reconstruction & Green Streets (TGD-15) project includes the design and construction of improvements on SE Division Street and adjacent side streets between SE 11th and SE 39th Avenues to relieve sewer backups and rehabilitate existing deteriorating mains pipe.

The scope of this project is a portion of two of the 35 capital projects recommended in the 2007 *Taggart D Pre-design Report*. The original pre-design project area boundaries in this area are labeled as TGD-09 and TGD-15. With the proposed Portland Bureau of Transportation's (PBOT) Division Streetscape work, the project boundaries were modified to include portions from TGD-09 and TGD-15 along or near SE Division to form the new TGD-15 area while the remaining scope from these two areas form the new TGD-09 boundary.

A map showing the project limits, pipes identified for replacement, and the pre-design locations of potential stormwater infiltration facilities is attached as **Exhibit "A"**. Improvements under Project TGD-15 include:

- Approximately 22 Stormwater infiltration facilities (curb extension swales and stormwater planters)
- Approximately 4,500 linear feet of proposed mainline piping work ranging from 12 inches to 62 inches in diameter, of which approximately 1,200 linear feet of new 48-inch diameter parallel sewer trunk line.

Close coordination is required with the TGD-09 (#E08662) project since both are being designed in parallel and cover the same proximity in this neighborhood. The TGD-15 portion of the project will follow the Taggart-D Implementation Program (TIP), and will seek to implement the Clean River Plan's "Ten Actions for Success", and will follow the 2005 BES Clean River Guide and 2005 BES WATERSHED MANAGEMENT PLAN.

Project Team

Key members of the consultant team include:

Role	Staff	Firm
Project Manager	Curt Vanderzanden, PE	KPFF
Assistant Project Manager	Paul Dedyo, PE	KPFF
Storm Water Design Lead	Josh Lighthipe, PE	KPFF
Street Design Lead	Fred Maddox, PE	KPFF
Survey Manager	Troy Tetsuka, PLS	KPFF
Sewer Design Lead	Troy Bowers, PE	Murray Smith & Associates
Traffic Engineering Lead	Mike Coleman, PE	Kittelsohn & Associates
Landscape Design Lead	Ben Ngan, ASLA	Nevue Ngan Associates
Environmental Lead / Meeting Facilitation	Lynda Wannamaker	Wannamaker Consulting

Design Standards

All plans and specifications shall be developed in General conformance with the current "Oregon Standard Specifications for Highway Construction" and/or guidelines provided by the City of Portland.

The project is expected to be let for construction by the Oregon Department of Transportation (ODOT). The project will require conformance to the ODOT 2008 edition of the Oregon Standard Specifications for Construction. If the City of Portland becomes certified to construct federal projects before the 60% design deliverable milestone the project will use the City of Portland Standard Construction specs.

Scope of Work

Professional services required under this scope of work includes: Civil engineering, traffic engineering, landscape architecture, environmental/hazmat assessment, drafting, project management, and quality control. The Consultant shall perform the tasks listed below for this project, and will work closely with designated City personnel to complete the project.

Task 1 - Project Management and Administration

Provide the management, coordination, and direction to the project team that includes the Consultant's team and PBOT/BES staff. Coordinate with City project manager and staff via telephone and e-mail throughout the design process.

- 1.1 Project Charter: Consultant's Project Manager and Chartering Facilitator will work with the City's Project Manager to develop an agenda for and attend a project Chartering Meeting with Consultant's team and City staff to reach an agreement and facilitate commitment on the project. The Chartering Process will familiarize members of the team with the Project Work Plan including the Project Scope, Schedule and Budget. The process will define the project team, identify the project's purpose, outline team and individual responsibilities, articulate expectations and performance measures, and develop operating guidelines and identify adjustments to the management plan if necessary.

Consultant team members to attend include: Project Manager, Assist. Project Manager, Street Design Lead, Stormwater Design Lead, Survey Manager, Sewer Design Lead, Facilitator, Landscape Architect, Traffic Engineer, Environmental Lead, Haz-Mat Lead, and Cultural Resources Lead.

- 1.2 Team Coordination Meetings: Consultant will schedule and attend up to (20) team meetings held approximately bi-weekly during the course of the project design phases. These meetings will have a specific agenda addressing and resolving project issues as they are encountered. It is assumed that coordination meetings will be held during the preliminary and final design phases of the project. Consultant will work with City Project Manager to develop meeting agendas and provide written agenda 3 days prior meetings. Consultant will prepare and distribute Meeting Minutes within two business days of each meeting.

Consultant team members to attend include: Project Manager, Assist. Project Manager, Street Design Lead, Stormwater Design Lead, Sewer Design Lead, Landscape Architect, and Traffic Engineer (as needed). Other Consultant team members will attend a limited number of meetings as needed during specific phases of the work. Attendance of additional staff will be coordinated with City Project Manager in advance of meeting.

- 1.3 Community Meetings: Consultant will prepare for and participate in (3) community open houses led by City staff, (1) each at 30%, 60% and 90% design. These meetings are intended to resolve outstanding issues through 90% design. Consultant's Project Manager and Public Involvement Specialist and City's Project Manager and Public Involvement Specialist will develop an agenda prior to each meeting. The Consultant shall participate in a preparatory meeting with the City if required to develop the agenda. Consultant will prepare the written agenda and will provide exhibits and other information developed under Task 3 and 4 for display at the open houses. Consultant will also prepare and distribute Meeting Minutes within two business days of each meeting.

Consultant team members to attend include: Project Manager, Assist. Project Manager, Street Design Lead, Stormwater Design Lead, Sewer Design Lead, Landscape Architect, Traffic Engineer and key technical design staff as appropriate.

- 1.4 Technical Review Committee (TRC) Meetings. Consultant will prepare for and participate in up to (3) Technical Review Committee Meetings at 30%, 60%, and 90% design. Consultant's Project Manager and City's Project Manager will develop an agenda prior to each meeting and Consultant will prepare the written agenda. Agenda to be provided 5 days prior to meeting. The Consultant shall participate in a preparatory meeting with the City if required to develop the agenda. Consultant will write and distribute Meeting Minutes within two business days of each meeting.

Consultant team members to attend include: Project Manager, Assist. Project Manager, Street Design Lead, Stormwater Design Lead, Sewer Design Lead, Landscape Architect, and Traffic Engineer. Other Consultant team members will attend a limited number of meetings as needed during specific phases of the work.

- 1.5 Private Development Coordination: Coordinate with adjacent property development design teams and PBOT and BES permit staff. Approximately (3) properties along the project alignment are anticipated to be in design during the course of this project. City's Project Manager will assist in obtaining current plans and updates as they are submitted for City review. Consultant team will work with the City's Project Manager to incorporate modifications that are consistent with the conceptual design and are deemed acceptable by the City to the design to accommodate proposed private improvements. Meetings with private property owners, if required, will be covered under Contingency Task 1.12.

- 1.6 Project Schedule: Prepare and submit a project schedule in Microsoft Project. The schedule will show appropriate milestones for the project including intermediate and final submittal dates for design documents, and key decision points. Tasks shall follow the Work Breakdown Structure.
- 1.7 Prepare monthly invoices: Monthly invoices will reflect the project schedule and show the budgeted cost for each task, tasks completed/percent complete, actual cost/cost to date, billable hours per person per task, and cost of materials.
- 1.8 Submit a Monthly Sub-consultant Payment and Utilization Report by the 15th of each month.
- 1.9 Progress Reports: Prepare monthly progress reports detailing work completed, project issues and an updated schedule submitted with each invoice.

Task 1 - Deliverables:

- *Project Charter and Chartering Meeting*
- *Up to (20) team meetings at (2) hours each including agendas and minutes*
- *Up to (3) Community meetings at (3) hours each including agendas and exhibits*
- *Up to (3) TRC meetings at (4) hours each including agendas and minutes*
- *Microsoft Project Schedule and updates*
- *Monthly progress reports*
- *Monthly invoices*

Task 1 - Contingency Tasks

The following contingency tasks identify specific deliverables which the City at its discretion may elect to authorize the Consultant to produce. The Consultant shall only complete these tasks and the identified deliverables if a separate, written notice to proceed (NTP) is issued (email acceptable) by the Agency.

- 1.10 Additional Technical Review Committee Meeting (Contingency Task): Consultant will prepare for and participate in (1) TRC Meeting at 95% design if determined to be necessary and approved by the City's Project Manager.

Consultant's Project Manager and Public Involvement Specialist and City's Project Manager will develop an agenda prior to each meeting and Consultant will prepare the written agenda to be provided 5 days prior to meeting. The Consultant shall participate in a preparatory meeting with the City if required to develop the agenda. Consultant will write and distribute Meeting Minutes within two business days of each meeting.

Consultant team members to attend include: Project Manager, Assist. Project Manager, Street Design Lead, Stormwater Design Lead, Sewer Design Lead, Landscape Architect, and Traffic Engineer.

Deliverables: (1) contingency TRC meetings at (4) hours including agendas and minutes

- 1.11 Trimet LRT Coordination (Contingency Task): If determined to be necessary by the City's Project Manager, Consultant shall coordinate with TriMet and the future Portland to Milwaukie Light Rail Project as it relates to street improvements at the western end of the project. Current TriMet plans overlap within SE Division Street Project limits includes signal modifications at SE 11th and SE 12th Avenues. The TriMet construction is scheduled to occur between December 2011 and 2015.

City's Project Manager will assist in obtaining current plans and updates as they are submitted for City review and coordination. Consultant shall attend up to (3) meetings with Trimet staff to review Trimet's proposed construction and to coordinate improvements to be made through this project. Consultant shall prepare and provide agendas and minutes for each meeting. Consultant shall develop design to accommodate anticipated TriMet improvements.

Deliverables: (3) contingency coordination meetings with Trimet staff including agendas and minutes

- 1.12 Additional Meetings (Contingency Task): Consultant shall organize, schedule and attend up to fifteen (15) two hour meetings as directed by the City. Meetings will be attended by up to (2) Consultant staff.

Deliverables: Up to (15) contingency team meetings at (2) hours each including agendas and minutes

Task 2 - Survey and Base Mapping

The purpose of this work is to collect topographic data along the streets within the project limits. The gathered data will be reduced and used to prepare topographic base mapping upon which the street improvements will be designed.

Note: Due to the length of the project, the amount of detailed information to be gathered and the high traffic volume on SE Division St., it is anticipated that most, if not all, of the topographic surveying and mapping will be accomplished utilizing Laser Scanning technology.

PROJECT LIMITS: Refer to accompanying 1"=60' scale "EXHIBIT B" maps (10 - 11"x17" sheets). Approximately 12,790 L.F. or 2.42 miles of streets.

The length limits of the topographic surveying and mapping are as follows:

- SE Division Street - SE 10th Avenue to SE 39th Avenue - 8,350 L.F. +/-
- Side streets north and/or south of SE Division Street - 4,440 L.F. +/-

The width limits of the topographic surveying and mapping are as follows:

Either face of curb line to face of curb line or right-of-way line to right-of-way line (See EXHIBIT B maps)

2.1 – Control Survey

Task Description: Consultant shall set survey control points throughout the project, run a horizontal traverse or network through the points, reduce/adjust the measured data, compute coordinates (northings & eastings) for each point and run differential levels through the points to establish the elevation of each. The coordinates for this project are to be referenced to the NAD 83/91 coordinate system and the elevations are to be based upon the City of Portland Vertical Datum.

City to Provide: PBOT Survey shall furnish the location and elevations of nearby City Benchmarks, the location and coordinates for nearby City GPS Control Points and references to Multnomah County GPS points of record.

2.2 – Utility Field Markings and As-built Information

Task Description: Consultant shall request “utility locates” (field markings and as-built maps) for the underground utilities within the project that fall within the public right-of-ways through the “one call” utility notification center. Consultant shall research the existence of underground tanks and vaulted sidewalks as well.

City to Provide: PBOT Survey will compile a computer drawing containing the City GIS utility information in the project area.

2.3 – Survey Research

Task Description: Consultant shall perform survey research for recorded Surveys, Plats, Subdivisions, Assessor’s Maps, road plans, Government Corners, street monuments, etc. within and bounding the project area. As needed, order documents and/or deeds from a title company or Multnomah County deed records

2.4 – Record Monument Ties

Task Description: Consultant shall look for and survey the location of record property, Government Corner, right-of-way and street centerline monuments lying within and adjacent to the project limits.

2.5 – Right-of-Way Resolutions & Computed Property Lines

Task Description: Consultant shall resolve the location of the public right-of-way lines for the streets within the project limits on accompanying EXHIBIT B maps. Individual property lines shall be computed based upon found monuments, recorded surveys/plats and/or record documents. (Note: Right-of-way lines shall be resolved in areas adjacent to the yellow and white hatched areas only.)

Deliverables: A Microstation (.dgn) computer drawing compatible with Microstation V8 containing the resolved right-of-way lines, all found monument points, compiled property

lines and street names. A narrative explaining the resolution and compilation of both the right-of-way lines and the property lines.

City to Provide: PBOT Survey will compile a computer drawing (.dgn) containing the City GIS tax lots/parcel lines of the project area for the Consultants reference.

2.6 – Record of Survey

Task Description: Consultant shall prepare and file a Record of Survey with the Multnomah County Surveyor's Office. The Survey will show the resolved R/W lines for the streets indicated in Task 2.5 above and all found monuments. Computed property lines may be shown, but the intent of the Survey is to show the resolved R/W's and the locations of all found monuments (reference ORS 209.155).

2.7 – Topographic Survey

Task Description: Consultant shall perform a topographic survey within the project limits stated above. Consultant shall notify City of need to limit parking in advance of survey field work. Topographic features to be surveyed include, but are not limited to:

1. Building corners and door thresholds when adjacent to right-of-way (within 5' +/-).
2. Private walk connections.
3. Horse rings.
4. Concrete stamping.
5. Street striping.
6. Surface indications of utilities including manholes, grates, valves, meters, utility paint markings, etc. traffic signal and street lighting features
7. Utility poles w/identification numbers, guy anchors and overhead wires that cross streets. (Overhead wires that run along a street are not needed) traffic signal and street lighting features
8. Full topo and street centerlines, ¼ points, bottom face of curbing, top face of curbing, back of sidewalks and ground shots at 25-foot intervals in Yellow Hatched areas on **EXHIBIT B** maps.
9. Full topo and street pavement and features shot in a denser grid (3' to 5') in the White Hatched areas on **EXHIBIT B** maps (proposed curb extension areas).
10. Full topo and street centerlines, ¼ points, bottom face of curbing at 25-foot intervals (curb to curb only) in Purple Hatched areas on **EXHIBIT B** maps.
11. Driveways, wheel chair ramps and sign posts (with sign content descriptions).
12. Rim, pipe and channel invert elevations and direction of flow for MH's. (A Manhole Detail Sketch is to be prepared for each manhole indicated on **EXHIBIT C** listing and maps. Reference each MH by node name provided)
13. First floor elevation for all properties identified with a "star" on **EXHIBIT B** maps. Indicate whether building has a basement or not through visual observation.
14. Trees, shrubs and landscaped areas
15. Surface indications of sidewalk vaults.

16. Grade break lines, tops of slope, bottom of slopes, ditches, etc.
17. Sufficient ground and/or pavement shots to develop a DTM (3-D surface) and produce 1-foot contours.
18. Consultant shall also collect the topographical data to create points and break lines in adequate quantity and in proper placement, to accurately represent the surface of the ground. Consultant shall create the DTM that meets the Agency's criteria for surface triangulation. Consultant shall collect confidence points in the field and generate a confidence point report. The topographical data and confidence points must meet Agency standards as defined in the '1998 Route Surveying Manual'. Consultant shall generate 0.2 foot minor contours and 1 foot major contours throughout the DTM for a QC analysis of the surface.

City to Provide: Sample MH Detail Sketches and notify property owners in advance of survey field work.

2.8 – Data Reductions and Deliverables

Task Description: Consultant shall reduce all survey data gathered and prepare computer drawings containing all line work, topographic features, symbology and points surveyed. Consultant shall also generate a digital terrain model (DTM) of the project and prepare 1-foot contours. The contour lines and the 3-D triangles (TIN or surface) shall be included as part of the final deliverables. The drawings shall be prepared using Microstation of a version compatible with Microstation V8. The layering, line work and symbols of the computer drawings must be easily discernible.

Task 2 - Deliverables: Consultant shall provide the following:

- An ASCII (.TXT) file containing the coordinates (Point No., N, E, Elev. & Description) of all points surveyed;
- a file listing the survey codes used, i.e. TRD = Tree Deciduous, SMH = Sewer Manhole, etc.;
- a spreadsheet or text document containing the first floor elevations for the properties marked with a "star" on **EXHIBIT B** maps;
- copies of all utility as-built plans compiled;
- copies of all original survey field notes;
- Manhole Detail Sketches;
- base mapping files as follows:
 - A 2D or 3D Microstation *.dgn of the planimetrics (line work and symbols showing all items on the map). The *.dgn format shall be compatible with Microstation V8. (**Note:** Label size and type of sewer and water lines per as-built or GIS data.)
 - A 3D Microstation *.dgn of the DTM triangles. The *.dgn format shall be compatible with Microstation V8 and Inroads Ver 8.2 through 8.9.
- Confidence point report in ".pdf" format.

Task 3 – Background Data Collection

Consultant shall provide background data collection materials to City that will include the following:

- A photo log of the project area to document existing conditions of the street from building face to building face.
- A photo log of the existing conditions of the buildings along SE Division Street where sidewalk and or curb ramps will be reconstructed.
- A review of available as-built drawings.
- A review of available building plans for buildings in the project area that may have basement or foundation issues of concern in areas where the sidewalk and curb ramps will be reconstructed.

Task 3 – Deliverables:

- List of as-built drawings due with 30% plan submittal.
- List of building plans collected and reviewed in the project area due with 90% plan submittal.
- A photo log of the project area due within thirty (30) business days from NTP.
- A photo log of the existing conditions of buildings due within fifty (50) business days from NTP.

Task 4 - Preliminary Design 30% Plans

As described in the background description above, portions of this phase of the project are separated into two packages of improvements for tracking of costs during design. Tasks that are common to both projects are noted below while tasks specific to the two packages are identified as tasks A or B as appropriate. Deliverables for both packages will be provided as a single project (i.e. one set of plans and specifications). The specific tasks associated with these two packages include:

Consultant will:

- Prepare preliminary plans and specifications index.
- Coordinate all submittals with the City and provide the necessary copies and transmittals for agency review.
- Consultant is to respond to and update the plans as a result of review comments at each design review stage.

4.1 Stormwater Design

- Consultant shall prepare a preliminary layout of the stormwater infiltration facilities for the proposed stormwater infiltration facility improvements
- Consultant shall arrange for and attend an information transfer meeting with BES staff to ensure the design team is up-to-date with current BES standards regarding green street

facilities. This work could include surface vegetated retention facilities.

- Consultant will work with BES hydraulic modelers to identify acceptable alternatives if pre-designed stormwater facilities are to be modified.
- Consultant will prepare 30% Stormwater design plans at a scale of 1"=5' (full size).

4.2 Utility Coordination

- Consultant will identify potential overhead and underground utility conflicts related to the proposed improvements on the 30% plan submittal. City's Project Manager will assist with gathering City records of surveyed utilities, CCTV inspections and existing records to most accurately represent project utilities.
- Conflicting utilities will be identified and relocated as necessary.
- Any recommended utility potholing will be completed through BES or PBOT On-call service agreements and are not included in this scope of work.
- Consultant shall arrange for and attend up to (3) meetings with franchise utility providers and public utilities
- City shall prepare utility notification letters at completion of preliminary design.
- City will coordinate with consultant before sending notification letters.

4.3 Traffic Management Plan

- Consultant shall maintain a Traffic Management Plan (TMP) decision log throughout the design process to document and track critical design and implementation decisions made throughout the design process. The TMP will satisfy the guidelines listed in ODOT's *Traffic Control Plans Design Manual*, 2009 http://www.oregon.gov/ODOT/HWY/TRAFFIC-ROADWAY/docs/pdf/tcp_manual/TCP_DM_Rev6_Ch1.pdf

4.4 Preliminary Special Provisions

- This project will utilize the 2008 Oregon Standard Specifications for Construction. The City shall provide standard changes to special provisions.
- Consultant shall determine what specifications sections are applicable and prepare and submit a table of contents for City review that includes all anticipated technical specification sections.

4.5 Preliminary Design Review Meeting

- Consultant will present 30% plans to PBOT and BES Management Team and staff.
- Consultant's Project Manager and the City's Project Manager will prepare an agenda that should address any project issues and seek feedback for decision-making purposes.

City's Project Manager may elect to present 30% plans to Oregon Department of Transportation (ODOT) for review and comment.

- Consultant shall attend a meeting with the City's Project Manager to go over design review comments provided by the City staff.

4.6 Design Review and Comments Log

- Consultant will record and track comments and issues as they arise through 30% review cycle, and monitor through resolution. Include name of person making the comment, sheet number, action taken and reason. Work with City Project Manager to identify appropriate staff/agency to resolve or help in decision-making. Completed log will be submitted with 60% design.

4.7 Preliminary Cost Estimate

- Consultant shall prepare a 30% project construction cost estimate in PBOT format. The estimate shall clearly show the estimated construction costs of the Base Project and the TGD-15 project as separate costs.

Task 4A - Preliminary Design 30% Plans - Base Project

This task covers work associated specifically with roadway rehabilitation and reconstruction, streetscape improvements and storm water facilities not included in Project TGD-15.

4.8A Street Design

- Consultant will review pavement report prepared by PBOT and incorporate applicable pavement design into the plans.
- Consultant will prepare a preliminary design criteria memorandum identifying criteria to be used in the development of the plans.
- Consultant will prepare 30% street design plans including:
 - Horizontal Alignment including curb extensions, curb ramps and catch basin and inlet layout
 - Paving Plan
 - Preliminary Plans and Profiles
 - Basic Notes
 - Pedestrian Crossings
 - Center Turn Lanes
 - Bicycle Parking
 - Preliminary locations of major project features such as shelters, street trees, and public art

4.9A Traffic Signal and Street Lighting Design.

This task covers analyzing existing signals, replacing loops impacted by streetscape work, replacing pedestrian signal heads to countdown -pedestrian signal heads via special provisions, and installing one pair of PTR signs. This task also covers analyzing the existing street lighting system along SE Division Street and conducting photometric analyses. This scope does not include replacing existing traffic signals; that work is to be addressed in an amendment as needed.

- Consultant shall work with PBOT's Signals & Street Lighting (SSL) staff to:
 - Conduct a site visit to inventory the conditions of existing traffic signals and street lighting systems and verify the survey.
 - Determine which signals warrant replacing or changes to accommodate the various components of the Division Streetscape conceptual plan.
 - Develop 30% PTR sign plans at the Division Street/12th Street intersection.
 - Develop 30% loop detection modification plans at the Division Street/20th/21st and Division Street/Cesar Chavez Blvd/39th Street intersections affected by the streetscape work.
- Consultant shall conduct computerized photometric analyses of the existing street lighting systems based on the existing and proposed cross section.
- Consultant shall submit a summary memorandum describing findings and recommendations in light of the project's anticipated available resources.

4.10A Right-of-Way Coordination

- Consultant will work with City's staff to identify needed temporary construction easements and right-of-way dedications.
- Contractor shall provide labor and equipment and materials to complete and provide legal descriptions and exhibits showing the impacts of the right-of-way dedications and temporary construction and location of improvements relative to the existing ROW and existing man made structures. For each parcel, Contractor shall prepare a legal description and create a site exhibit on 8 x 11 inch sheets of paper. Exhibits will include tax lot number, construction plan stationing and identify the easement area needed in feet units. The number of property files will be determined during the preliminary design and is assumed to be thirty (30) R/W Files, requiring dedications from 2 properties and Temporary Construction Easements (TCE) from 30 properties.
- Right of way and easement acquisition must conform to current state and federal regulations for right of way acquisition using procedures established in the ODOT Right of Way Manual.
- Consultant shall provide preliminary title reports for the 2 files requiring dedications and vesting deeds for the other 28 files.
- Consultant shall provide a sales book for use by City of Portland R/W staff. It is assumed that the City will provide the Administrative Determination of Just Compensation for the TCE only files.

- Consultant shall obtain appraisal reports for the 2 files requiring dedications. It is assumed that the City R/W staff will perform the appraisal review.
- Consultant will provide acquisition negotiation services for 30 R/W files. It is assumed that City R/W staff will provide closing services and R/W certification. Assumes no relocation.

Task 4B - Preliminary Design 30% Plans – Project TGD-15

This task covers work associated specifically with combined sewer facilities included in Project TGD-15.

4.8B Combined Sewer Design

- Consultant will prepare 30% design plans including the following:
 - Preliminary Plan and Profiles (1"=30' Scale)
 - Location and size of inflow controls
 - Plan
 - Typical Detail Sheets
 - Basic Notes

4.9B Pre-Design Report

Consultant will prepare a summary memo referencing the 2007 Final Pre-design Report and what changes have occurred since then. The memorandum will specifically address each of the 6 bullets listed in the CIP manual regarding Pre-design Reports:

- Selected location, route, feasible method of construction, and size of facility.
- Identified property acquisition, easement, and permit needs and schedules.
- 30% plans including feasible profile.
- A preliminary cost estimate to +25% to -15% accuracy.
- An updated overall project schedule including scheduling constraints such as lead time for equipment, in-water work window, holiday moratorium, plant establishment, and coordination with existing operations.
- Final design criteria.

Task 4 - Deliverables:

- *Preliminary Street and Stormwater Design (30%) plans: Horizontal Alignment Established*
 - *Ten (10) half-size, 11"x17" set of preliminary design plans on paper.*
 - *One (1) half-size, 11"x17" set of preliminary design plans in Adobe Acrobat (.pdf) format*
- *Preliminary Combined Sewer and Stormwater Design (30%) plans: Horizontal Alignment Established*
 - *Ten (10) half-size, 11"x17" set of preliminary design plans on paper.*

- One (1) half-size, 11"x17" set of preliminary design plans in Adobe Acrobat (.pdf) format
- Preliminary Combined Sewer Design (plan and profile view) Preliminary Stormwater Design (plan view only)
- Preliminary Engineer's Estimate and quantity take-offs in Microsoft Excel with narrative explaining assumptions and contingencies.
- Technical Specifications Index in Microsoft Word and hard copy.
- Up to (3) Utility Coordination Meetings with public or franchise utility purveyor
- Utility Conflict identification notes
- Stormwater Design Meeting agenda and minutes.
- Preliminary Design Review Meeting agenda and minutes.
- Preliminary Design Report (memo) that covers sewer and stormwater improvements
- Summary memorandum describing and recommending existing signals that warrant replacing or changes.
- Preliminary PTR sign plans at the Division Street/12th Street intersection.
- Preliminary loop detection modification plans at the Division Street/20th/21st and Division Street/Cesar Chavez Blvd/39th Street intersections affected by preliminary street and sewer plans.
- Up-to-date Transportation Management Plan decision log.

Task 5 - Final Design (60%, 90% and 100% Final PS&E)

As described in the background description above, portions of this phase of the project are separated into two packages of improvements for tracking of costs during design. Tasks that are common to both projects are noted below while tasks specific to the two packages are identified as tasks A or B as appropriate. Deliverables for both packages will be provided as a single project (i.e. one set of plans and specifications). The specific tasks associated with these two packages include:

Upon completion of the preliminary design and receipt of the 30% comments from PBOT, Consultant will complete the final design plans and specifications that will include 60%, 90%, and 100% Plans, Specifications, and Estimate (PS&E) submittals.

Consultant will:

- Consultant shall coordinate all submittals with the City and provide transmittals for City and ODOT reviews and up to (10) hard copies of documents.
- Consultant shall respond to and update the plans as a result of review comments at each design review stage.
- Schedule will include a three-week 60% review, and a three-week 90% review. Assume PBOT, BES, and ODOT review will occur concurrently.

5.1 Stormwater Design

- Consultant will prepare a final layout of the storm system for the proposed improvements including plans and profiles identifying all existing utility crossings based on sewer and water as-built plans and pothole information provided by the City. This work will be coordinated with BES to assure that the design meets current BES standards.
- Incorporate all BES comments during the course of final design. Facility design shall include:
 - facility layout,
 - grading,
 - elevations/cross sections at multiple points through facilities,
 - Storm water conveyance system (entry and exit points).
- Prepare with final stormwater facility plans to include the following:
 - Facility Plan design
 - Horizontal and Vertical Alignment
 - Stormwater Facility Charts/Tables
 - Drainage Plans
 - Typical Sections and Detail Sheets
 - Erosion Control Plans
 - Planting Plans
 - Landscape Plans

5.2 Utility Coordination.

- Finalize utility conflicts and identify them on the plan and profile sheets.
- Consultant will coordinate with the affected utilities by providing them with the design plans for their reference and answer questions that occur during the design phase of the project.
- This task includes (1) utility coordination meeting between the 60% design and the 90% design submittals.
- Consultant shall prepare utility notification letters at 60%, 90% and final design.

5.3 Staging and Traffic Control Plans

- Consultant shall attend coordination meeting with City's Project Manager and representative from the Tabor to the River TGD-9 Project team occurring along Clinton Avenue to discuss collective construction impacts and traffic control plan alternatives assuming that construction schedules for both projects will overlap.
- City's Project Manager will assist with obtaining current plans for TGD-9 project and updates as they are submitted for City review for continued coordination throughout the final design phase.

- Consultant shall prepare temporary traffic control plans (TCP), transportation operation strategies and public information campaigns to manage and mitigate construction-related impacts on all transportation modes and adjacent properties/businesses and neighboring streets.
- Five overall plan sheets will show advance area signage requirements and the stage breakout. Specific attention will be paid to providing signage and facilities for pedestrian and business access during construction.
- The construction staging/TCPs will be prepared to indicate the minimum requirements for traffic control during construction and indicate the proposed construction staging. The approach for the TCPs is to layout enough information on the plans so that each contractor will be able to appropriately bid the project. Traffic control during construction will include at a minimum:
 - the number of travel lanes required to remain open (by time of day) for each roadway,
 - minimum lane width requirements,
 - areas where on-street parking may be removed,
 - roadways that can be closed including duration of any closures allowed,
 - typical advance area signage requirements,
 - requirements for variable message signs, arrow boards,
 - pedestrian circulation/access requirements,
 - transit stop requirements,
 - traffic signal operational requirements and other significant requirements.
- TCPs will show typical traffic control and work zone requirements for key areas of the project including typical requirements for some of the key intersections such as SE 11th/12th Avenues, Seven Corners and SE 26th Avenue. It is not intended that the TCPs prepared as part of the contract will show all the detailed requirements for traffic control. They will show general requirements and will require the contractor to prepare their own detailed TCPs.
- All TCPs and specifications will meet the Manual of Uniform Traffic Control Devices (MUTCD) Chapter 6 requirements as well as other requirements of PBOT
- A total of 17 plan sheets will be prepared which is assumed to be broken down as follows:
 - 5 sheets for the advance area signage requirements and the stage breakout,
 - 2 sheets for each of the stages (10 sheets)and
 - 2 sheets of references to typical traffic control scenarios.
- Consultant will prepare special specifications for parts 220 and 225 of the standard specifications.

- Consultant will complete the TMP to include: TCPs, and transportation operations strategies and public information campaigns recommendations per ODOT's Traffic Control Plans Design Manual, 2009.

5.4 Engineer's Estimate.

- Consultant shall complete quantity take-offs and prepare Engineer's Estimates for the 60%, 90%, and 100% submittals. Include a narrative explaining assumptions and contingencies. The estimate shall clearly show the estimated construction costs of the Base Project and the TGD-15 project as separate costs.

5.5 Technical Specifications

- All plans and specifications shall be developed in general conformance with the 2008 Oregon Standard Specifications for Construction and/or guidelines provided by the City of Portland.
- Submit special provisions for review by the City and ODOT at the 60%, 90%, and 100% submittals consistent with the approved specification index completed as a part of the preliminary design.

5.6 Design Review and Comments Log

- Present 60% and 90% Plans, Specifications, and Estimate (PS&E) to PBOT and BES Management Team and project staff.
- Consultant's Project Manager and the City's Project Manager will prepare an agenda that should address any project issues and seek feedback for decision-making.
- Record and track comments and issues as they arise through each review cycle, and monitor through resolution. Include name of person making the comment, sheet number, action taken and reason. Submit with subsequent submittals. Consultant to compile comments and including Consultant action taken and provide as part of the next milestone review.
- Work with the City Project Manager to identify appropriate staff/agency personnel to resolve or help in decision-making.

5.7 Survey Staking Data

- Consultant will meet with a representative of PBOT's Survey Section prior to commencing final design to discuss electronic data files that will be needed for construction staking.
- Prepare electronic data files for construction staking with Final PS&E. Design files to be provided will include design dtm, inroads geometry, design file used to create the dtm file, and others.

- Consultant shall meet with a representative of PBOT's Survey Section prior to preparing electronic data files for construction staking.
- Prior to full file transfer, Consultant shall provide staking data for three intersections so Survey Section can confirm that the appropriate information is included.

Task 5A - Final Design - Base Project

This task covers work associated specifically with roadway rehabilitation and reconstruction, streetscape improvements and storm water facilities not included in Project TGD-15.

5.8A Street Design

Consultant will prepare final street design plans that will include the following:

- Plan and Profile design
- Horizontal and Vertical Alignment
- Drainage Plans
- Typical Street Sections and Detail Sheets
- Erosion Control Plans
- Landscape Plans

The design will include match points for all doorways and driveways, and side street transitions for grind and paving.

5.9A Signing and Striping Plans

Consultant shall:

- Develop up to two (8) signing and striping plan sheets at a 1" = 40' scale
- Develop up to two (2) associated detail sheets for the signing and striping plans.
- Develop technical specifications for final bid documents.
- Develop a detailed construction cost estimate for final bid documents.

5.10A Signal Modification Plans

Consultant shall prepare final signal modification design plans that will include the following:

- Loop detection modification plans at the intersections identified in Task 3.9A.
- PTR installation plans at the intersection identified in Task 3.9A.
- Technical special provisions summarizing the replacement of pedestrian signal heads along the corridor.

Task 5B Final Design - Project TGD-15

This task covers work associated specifically with combined sewer and storm water facilities

included in Project TGD-15.

5.8B Combined and Sanitary Sewer (SS) Design

- Consultant shall prepare a final layout of the combined and sanitary sewer system for the proposed improvements including plan and profiles identifying all existing utility crossings based on sewer and water as-builts, survey and pothole information provided by PBOT. This work will be coordinated with BES to assure that the design meets current BES standards.
- Incorporate all BES comments during the course of final design.
- Combined and sanitary sewer design shall include, but not be limited to:
 - Design of mainline and lateral service pipes including backfill,
 - Connection fixtures or junctions,
 - Manholes, inlets or catch basins, inlet leads,
 - Party sewers with property owner coordination. Consultant to modify lateral design to accommodate BES' input.
 - Flow diversion calculations as well as secondary related scopes of work (e.g. traffic control, erosion control and coordination with adjacent utility companies, jurisdictions and Bureaus such as Portland Water Bureau and Parks.
 - BES' project work plan will be followed as a design guide.
- Prepare with final street design plans to include the following:
 - Pipe Plan and Profile design
 - Horizontal and Vertical Alignment
 - Drainage Plans
 - Chart for Previously Non-Conforming SS Laterals
 - Typical Sections and Detail Sheets
 - Erosion Control Plans

Task 5 - Deliverables:

Consultant will complete the final design that will include 60%, 90%, and 100% Bid-Ready Plans, Specifications, and Estimate (PS&E) submittals as detailed below.

60% PS&E: Vertical Alignment established

- *60% Review Plans: Vertical Alignment established*
 - *Twenty (20) half-size, 11"x17" set of preliminary design plans on paper.*
 - *One (1) half-size, 11"x17" set of preliminary design plans in Adobe Acrobat(.pdf) format*

- *Updated Engineer's Estimate with bid items and quantity take-offs in Microsoft Excel with narrative explaining assumptions and contingencies.*
- *Draft Technical Specifications in Microsoft Word*
- *Draft Stormwater Design report for Base project and TGD-15*
- *Updated Utility Conflict and Coordination notes*
- *Comments Log showing comments and resolutions through 30% PS&E*
- *60% Design Review Meeting agenda and minutes.*

90% PS&E: Constructability Review Plans: Plans Complete, biddable and buildable

- *90% Constructability Review Plans: Plans Complete, biddable and buildable*
 - *Twenty-five (25) full-size, 11"x17" set of preliminary design plans on paper.*
 - *One (1) full-size, 11"x17" set of preliminary design plans in Adobe Acrobat (.pdf) format*
- *Updated Engineer's Estimate with bid items and quantity take-offs in Microsoft Excel with narrative explaining assumptions and contingencies.*
- *Updated Technical Specifications in Microsoft Word.*
- *Updated Utility Conflict and Coordination notes.*
- *Utility Coordination Meeting agenda and minutes.*
- *90% Design Review Meeting agenda and minutes.*
- *Comments Log showing comments and resolutions through 60% PS&E*

100% Final PS&E: Stamped and Signed Plans, Specifications and Estimate

- *100% Final Plans: Stamped and Signed plans*
 - *One (1) full-size, set of preliminary design plans on vellum.*
 - *One (1) full-size, set of preliminary design plans in Adobe Acrobat (.pdf) format*
- *Electronic files in MicroStation (.dgn) Design File format compatible with Microstation V8. The MicroStation design files shall be kept on their original coordinate base. Level names that currently exist shall remain. New logical level names may be added as needed. All necessary MicroStation resource files (font libraries, line styles, etc.) shall be included with the returned set.*
- *Electronic drawing files converted to AutoCAD for BES records and as-builts. These files will be a direct conversion of the Microstation files and does not include additional work that would be required to meet BES CADD standards.*
- *Final stamped Technical Specifications in Microsoft Word*
- *Final Engineer's Estimate with bid items and quantity take-offs in Microsoft Excel with narrative explaining assumptions and contingencies.*
- *Review Final Design Report prepared by BES staff and provide comment Consultant to contribute the following sections to assist with BES' development of the Final Design Report:*
 - *Summary of Key Design Issues,*
 - *Summary of Construction Review Comments,*
 - *Summary of Unresolved Construction-Related Issues,*
 - *Final Project Scope,*

- *Final Engineer's Estimate,*
- *Final stormwater quality design calculations*
- *Conclusion.*
- *Final Design Report to conform to BES CIP Procedures. To be delivered at the same time as the Final PS&E. BES example available.*
- *Final Utility Conflict and Coordination notes*
- *Final Comments Log*
- *Final Transportation Management Plan (TMP)*
- *Survey Staking Data. Prepare electronic data files for construction staking including the following features:*
 - *Separate survey stationing and line for each curb extension tied to centerline stationing.*
 - *Crown lines, gutter lines, top curb lines, backs of sidewalk and berm lines*
 - *Valley gutters and surface elevations of catch basins*
 - *Driveways and wheel chair ramps*
 - *Property lines, easements, work limits*
 - *Utility features including water lines, sewer lines, underground power and phone lines, and sawcut lines*
 - *Structures such as retaining walls, bridges, etc.*
 - *Any additional features (concrete pads, tree wells, light pole bases, and traffic signals) that need to be staked*
 - *Horizontal curves within alignments need to be tangent curves, where incoming and outgoing tangents are perpendicular to the curve's radius point*
 - *A .dgn file representing the above features separated on discrete levels is required*
 - *A comma delineated ASCII file or "points list", of the features in the .dwg file is required in Point Number, Northing, Easting, Elevation, Description, (P,N,E,Z,D) format.*
 - *A text file of profile information for crown lines, gutter lines, backs of sidewalk, and berm lines is required in the following format:*
 - *<http://www.mountain-forecast.com/peaks/Mount-Hood/forecasts/3426>For **vertical curves: Station, elevation, length, grade in, grade out** where station is project stationing, elevation is feature elevation at the BVC, length is the length of the vertical curve, grade in is the percent grade going into the vertical curve, and grade out is the percent grade going out of the vertical curve.*

Example: 0+00,105.00,250.00,4.00 (straight grade)
2+50,115.00,100.00,4.00,-1.00 (vertical curve)

Task 5 - Contingency Tasks

The following contingency task identifies specific deliverables which the City at its discretion may elect to authorize the Consultant to produce. The Consultant shall only complete these tasks and the identified deliverables if a separate, written notice to proceed (NTP) is issued

(email acceptable) by the Agency.

5.12 95% PS&E Submittal (Contingency Task)

If it is determined to be necessary and if approved by the City's Project Manager, Consultant shall provide a 95% submittal following incorporation of comments received on the 90% submittal. Consultant shall provide the following:

- (1) Additional design review and comments log submittal at 95% design
- (1) Additional special provision submittal at 95% design
- (1) Additional plan submittal and review cycle at 95% design
- (1) Additional cost estimate cycle at 95%

Deliverables: 95% PS&E: Constructability Review Plans: Plans Complete, biddable and buildable including:

- *95% Constructability Review Plans: Plans Complete, biddable and buildable*
 - *Twenty-five (25) full-size, 11"x17" set of preliminary design plans on paper.*
 - *One (1) full-size, 11"x17" set of preliminary design plans in Adobe Acrobat (.pdf) format*
- *Updated Engineer's Estimate with bid items and quantity take-offs in Microsoft Excel with narrative explaining assumptions and contingencies.*
- *Updated Technical Specifications in Microsoft Word.*
- *Updated Utility Conflict and Coordination notes.*
- *Utility Coordination Meeting agenda and minutes.*
- *95% Design Review Meeting agenda and minutes.*
- *Comments Log showing comments and resolutions through 90% PS&E*

Task 6 Environmental –

Hazmat, Biological Assessment Documentation and Section 106.

Work to be completed under this task includes:

6.1 Environmental Task Management

In consultation with and by directive of Agency, Consultant shall perform environmental project management tasks, including Project coordination, project development, project administration, and subconsultant management and coordination. Consultant responsibilities include:

- Identifying and tracking environmental Project issues that may affect the Project design, schedule and budget;
- Determining necessary work products and processes;
- Coordinating work with stakeholders and others;
- Managing internal resources, to complete Project successfully.

- Coordinate with Agency in the development and analysis of key Project issues, such as location of environmental constraints that may affect the Project's conceptual design;
- Coordinate with Agency in the development of information.
- Conducting day-to-day management of Project's environmental issues and work products.

Task 6.1.1 Coordination

These responsibilities mentioned above include the following elements:

- Consultant shall complete tasks and deliverables included in this Task according to schedule and quality expectations.
- Agency will coordinate with all agency stakeholders.
- Consultant shall coordinate with Agency, as needed, to determine documentation requirements and protocols for the discipline specific technical analyses.
- Consultant shall coordinate with environmental team and Consultant project manager to clarify roles, responsibilities, and Project expectations.

Task 6.1.2 Project Meetings

- Consultant shall attend up to three 2-hour Project environmental meetings to discuss Project scope and to coordinate Project issues.

Task 6.1.3 Review

- Consultant shall develop and maintain a Project filing system for all documents and supporting reports, data and mapping related to the discipline specific technical analyses. Filing system for data related to TGD-15 portion of the project to conform to BES example filing index.
- Consultant shall review all work products and deliverables to establish technical and editorial quality. Work products will be clearly written in a professional style and must be consistent in level of review, tone, format, and terminology (e.g. abbreviations and names of site features, facilities, geographic features, technologies, contaminants, units of measure, etc.). Consultant shall conduct a technical review of all deliverables that focuses on:
 - Logical conclusions
 - Calculation review (for deliverables that include data tables or mathematical calculations)
 - Thoroughness
 - Appropriate level of effort to satisfy the WOC and all applicable guidance
- Consultant shall conduct a full editorial review of all deliverables that focuses on:
 - Organization, content, and style
 - Grammar, punctuation, spelling, capitalization, and format
 - Clarity and readability
 - Consistency in style and graphic presentations (figures and tables)
 - Accuracy of references and the table of contents

- Work products shall undergo a final review by the Consultant's project manager before delivery.
- Consultant shall adhere to Project schedule timelines, assuming Agency provides designs and mapping as required by schedule.

6.2 Conduct Level 1 HazMat Assessment.

Consultant shall conduct a Level 1 HazMat Assessment for the Base Project area. The purpose of the Level I Hazardous Materials Assessment (HMA) is to provide environmental clearance for hazardous materials within the Base Project Area that could affect the construction of improvements, including the Project design, schedule and budget. The February 1990 American Association of State Highway and Transportation Officials (AASHTO) *Hazardous Waste Guide for Project Development* and the American Society for Testing and Materials (ASTM) guideline (E1527-05) entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* will be used as general guidelines for the Level I HMA.

However, as directed by the City of Portland Bureau of Transportation (PBOT) and the Oregon Department of Transportation (ODOT), and due to the specific requirements of a Level I HMA for a corridor study, the HMA services are not considered compliant with ASTM E1527-05 Standards. Further, in order to minimize the costs of a full environmental assessment to PBOT, the HMA services will be limited to meet the project needs. Specifically, the HMA research will be designed to include only those areas that are likely to impact the street corridor / study area within the Base Project Area and thus could affect construction of improvements (i.e. the right-of-way (ROW) surface and subsurface to a depth of up to 30 inches below current grade, or to a depth of up to 15 feet below current grade in the areas where the sewer system will be impacted).

The required services for this study include a description of the street corridor / study area, a historical records review and an environmental records review. A conclusion regarding potential sources of contamination, along with recommendations, will be provided. BES will provide this effort for the TGD-15 project area. Work will include:

- A description of the street corridor / study area, including the proposed extent and depth(s) of excavation for the project, the physical setting, and adjacent land use involving or formerly involving hazardous materials
- A review of historical records, going back 50 years, if possible (Sanborn Maps and at least one of the following: aerial photographs, reverse directories and local government records) **with the search distance limited to the street corridor and immediately adjacent properties.**
- An environmental records review using ODEQ's facility profiler and OSFM's spills database (or a commercial database provider), **with the search distance limited to the street corridor and immediately adjacent properties (this limited search distance assumes that, in general, excavation will not exceed 30 inches below the ROW surface, and will not contact groundwater).**
- A conclusion regarding potential sources of contamination and recommendations.

In those areas where sewer pipes will be replaced, which may have leaked, there is a possibility that contamination from offsite sources located along the sewer pipeline may have migrated to the work area. These offsite sources could be located beyond even an expanded search distance, and thus would not be identified by the environmental or historical records review.

Deliverables: *Level 1 HazMat Report with findings for potential of encountering hazardous materials during construction and recommendations for construction provisions.*

6.3 Produce a No Effect Memo for impacts to ESA listed species and in consultation with ODOT Biologist.

Consultant will provide labor, equipment and materials to complete an assessment of the potential impacts on federally listed threatened and endangered species in the vicinity of the base project area. No impacts to listed plants, wildlife and fish species are anticipated. Work included under this task includes:

- Prepare a "No Effect" Memorandum (NE Memo) following Oregon Department of Transportation (ODOT) guidelines. The NE Memo shall contain a description of the proposed action, the existing habitat conditions for that species, and a determination of the effect the proposed action could have on that listed species.
- Draft and send a letter to the Oregon Natural Heritage Information Center (ORNHIC) to determine if any threatened or endangered species are identified in the project area. We will also obtain the County-wide species list available from the US Fish and Wildlife Service (USFWS) website.
- Contact Oregon Department of Fish and Wildlife (ODFW) and/or USFWS to discuss the proposed project, possible impacts, and mitigation measures, if necessary. Other agency personnel shall be contacted as deemed necessary to gather information about distribution, migratory routes, and population densities.

6.4 Conduct Section 106 Review for Historic, Cultural and Archeological Resources.

Consultant shall provide labor, equipment and materials to complete a Section 106 review within the base project area. Work will include:

- Definition of Area of Potential Effect and evaluation of historic properties, significance and context;
- Preparation and submittal of Section 106 Documentation including a historic resource baseline report and an archaeological PA memo and, if needed, formal determinations of eligibility for historic resources facing potential effects
- Assessment of Effects & Determination of Level of Effect;

- Review and Comment Period Consultation, including briefing Portland Landmarks Commission, attendance at PBOT public meeting, and consultation with PBOT, ODOT and Oregon SHPO

The purpose of this task is to document archaeological and historical resources that may be affected during the proposed transportation project. Consultant shall research records at the Oregon State Historic Preservation Office (SHPO), the University of Oregon, and other records or archives for known prehistoric and historical resources and for project background information.

Consultant shall complete a pedestrian survey of the corridor, systematically walking the project at intervals of 30-50 feet to look for archaeological evidence of prehistoric or historic use. The survey shall include all areas to be affected by the proposed project, including any anticipated right-of-way, access roads, equipment staging areas and detour locations. Archaeological and historic sites shall be recorded, as well as isolated finds. Because of the highly built nature of the project area, subsurface discovery measures will not be implemented as part of this task. Recommendations for additional site discovery or evaluation may be made after review by an ODOT archeologist.

In addition, Consultant shall identify potentially significant historic resources that could be affected by the Project based on review of the SHPO Statewide Inventory and by conducting a site reconnaissance of the project area. A baseline study will be compiled and is not intended to be a comprehensive technical document. The inventory results will be summarized in a table that will include photographs, a brief discussion of historic resources that are 45 years or older with a map that identifies the location of each potential historic resource, and indicate potential eligibility of all identified properties. The baseline report will be used for planning purposes to identify minimization and mitigation strategies for the project as appropriate. Initial assessment of potential effects of project alternatives in consultation with ODOT cultural resource staff will determine whether DOEs and FOEs are required. DOEs, FOEs, and MOA documentation will be implemented under a separate contingency task (below) if required.

6.5 Environmental Document

Consultant shall prepare the Categorical Exclusion (PCE) Closeout Documentation in compliance with ODOT and City standards. Consultant responsibilities include:

- Consultant shall prepare draft CE closeout documentation.
- Consultant shall submit draft documentation to Agency for one (1) round of review and comment.
- Consultant shall revise documentation based on Agency review comments and submit final documentation to Agency.

Assumptions: For the following environmental disciplines, the data and documentation available through the Prospectus Part 3 will be sufficient for the CE Closeout Document:

- Air quality
- Energy
- Geology
- Land Use / Planning
- Noise
- Section 4(f) Resources
 - Socioeconomics
 - Visual Resources
 - Waterways / Water Quality
 - Wetlands

Task 6 - Deliverables:

- *Consultant shall provide environmental team coordination throughout preparation of the environmental discipline specific technical analyses.*
- *Prepare for and facilitate three (3) environmental team project meetings*
- *Level 1 HazMat Report with findings for potential of encountering hazardous materials during construction and recommendations for construction provisions.*
- *Biological Assessment No Effects Memorandum prepared by an ODOT-certified biologist.*
- *Archaeological survey report,*
- *Historic resources baseline report, including a map of key visual resources*
- *Completed Section 106 Review and project certification.*
- *Draft CE Closeout Documentation – One (1) hard copy and one (1) electronic copy (WORD) – within 5 days of receiving all technical memos*
- *Final CE Closeout Documentation – One (1) hard copy and one (1) electronic copy (WORD) – within 7 days of receiving Agency comments*

Task 6 - Contingency Tasks

The following contingency tasks identify specific deliverables which the City at its discretion may elect to authorize the Consultant to produce. The Consultant shall only complete these tasks and the identified deliverables if a separate, written notice to proceed (NTP) is issued (email acceptable) by the Agency.

6.6 Prepare Section 4(f) Temporary Occupancy Document (Contingency Task)

If through the engineering design it is determined that the project will temporarily occupy a property subject to the provisions of Section 4(f) of the U.S. Department of Transportation Act of 1966, the Consultant shall prepare the Section 4(f) Temporary Occupancy documentation in compliance with ODOT and City standards. Consultant responsibilities include:

- If the resource is determined to be an eligible Section 106 resource, use the documentation from contingency task 6.7.
- If the resource is parkland, wildlife or waterfowl refuge potentially protected by Section 4(f), collect data and document the resource's eligibility for protection under Section 4(f).
- Coordinate with owner and/or manager of the resource, ODOT and the City to document the subject property's eligibility for protection under Section 4(f).
- Prepare a draft memo which identifies the project by federal-aid number, project name and key number and includes a brief background on the determination that the resource in question is protected by Section 4(f) and a brief description of how the project will temporarily use the 4(f) resource.
- Prepare the attachments required to assist in the temporary occupancy determination:
 - ATTACHMENT #1: Email or letter from the official with jurisdiction documenting that the following conditions are satisfied:
 - Duration is temporary, i.e., less than the time needed for construction of the project, and there is no change in ownership of the land;
 - Scope of the work is minor, i.e., both the nature and the magnitude of the changes to the Section 4(f) resource are minimal;
 - There are no anticipated permanent adverse physical impacts, nor will there be interference with the activities or purposes of the resource, on either a temporary or a permanent basis;
 - The land being used will be fully restored, i.e., the resource will be returned to a condition which is at least as good as that which existed prior to the project.
 - ATTACHMENT #2: A map depicting the entire 4(f) resource, including the portion of the resource that will be used temporarily.
- Consultant shall submit draft documentation to Agency for one (1) round of review and comment.
- Consultant shall revise documentation based on Agency review comments and submit final documentation to Agency.

Assumptions

- *The use is temporary as defined in 23 CFR 774.13(d).*
- *The temporary occupancy of land is so minimal that it does not constitute a use within the meaning of Section 4(f).*

6.6 - Deliverables:

- *Draft Section 4(f) Temporary Occupancy Documentation – One (1) hard copy and one (1) electronic copy (WORD) – within 5 days of receiving all required documentation*
- *Final Section 4(f) Temporary Occupancy Documentation – ne (1) hard copy and one*

(1) electronic copy (WORD) – within 7 days of receiving Agency comments

6.7 Section 106 Determination of Eligibility (DOE) for the National Register of Historic Places (NRHP) Reports and Project Submittal Letter (*Contingency Task*)

Potentially eligible historic resources will be identified under Task 6.4 and ODOT will review the baseline to determine which resources are likely eligible for listing on the National Register of Historic Places. If it is likely that any eligible resources may be affected by the project, a formal Determination of Eligibility (DOE) will be prepared for up to four resources under this contingency task.

A DOE is a finding that a property meets the eligibility criteria for inclusion in the NRHP. A DOE shall include a brief physical description, history, context, map and photographs of resources that possess integrity of location, design, setting, materials, workmanship, feeling, and association. If requested by Agency staff, then Contractor shall prepare draft and final DOE Reports for each historic resource that is considered potentially eligible for the NRHP. For authorized DOE Report(s), Contractor shall also prepare a Project Submittal Letter in Agency-approved format.

Deliverables:

- Contractor shall provide a DOE Report for up to four (4) resources and Project Submittal Letter to Agency

6.8 - Section 106 Finding of Effect (FOE) Report (*Contingency Task*)

Section 106 Finding of Effect (FOE) Reports are prepared for historic resources that have been listed or determined eligible for the NRHP. FOE Reports assess the effects on the historic resource including: physical destruction or damage; alteration or rehabilitation; removal; change of setting; introduction of visual, atmospheric or audible elements; neglect of a property; or transfer or sale of ownership.

Following coordination with Agency staff, Contractor shall prepare a FOE Report for the listed or eligible resources within the project area facing potential effect. The FOE Report shall include a narrative assessment of the potential effects of the Project to the historic resources. Contractor shall include in the FOE Report a discussion of the alternatives to avoid or minimize adverse effects. When requested by Agency, Contractor shall coordinate with the Agency project designer or project team leader to discuss available options to avoid or minimize adverse effects to listed or eligible historic resources. Contractor shall coordinate with Agency and the Federal Highway Administration (FHWA) to ensure that FHWA concurs with the proposed FOE on the resources prior to transmittal to SHPO. A Project Submittal Letter must be submitted with an FOE Report.

Assumptions:

- Project impacts will result in no adverse effect to historic resources
- A single FOE will be prepared to encompass project effects to all relevant eligible resources
- 4(f) evaluation will not be required

Deliverables:

- Contractor shall coordinate with Agency, when requested, regarding avoidance or minimization of adverse effects.
- Contractor shall coordinate with Agency and FHWA for concurrence.
- Contractor shall provide a Section 106 FOE Report and Project Submittal Letter to Agency

6.9 - Conduct Expanded Database Search (Contingency Task)

If excavation is expected to contact groundwater (e.g. in areas where the sewer system will be impacted), the search distance in that area will be increased to identify nearby upgradient sites that could impact the area. Based on anticipated sewer line reconstruction for approximately one third of the Base Project area, with an anticipated maximum excavation depth of 15 feet below ground surface (bgs), it is estimated that up to 0.5-miles of the approximately 1.6-mile long Base Project area may require expanded Database search distances. In areas where excavation will likely contact groundwater, the minimum search distance for Oregon Department of Environmental Quality (ODEQ)-listed Environmental Cleanup Site Information System (ECSI) sites may be increased to 0.5 mile, and for ODEQ Leaking Underground Storage Tank (LUST) sites may be increased to 0.25 mile. **The selected search distance should be approved by ODOT and the City of Portland.**

Consultant will conduct an expanded database search for areas where excavation is expected to contact groundwater, as inferred from the anticipated depth of excavation (as indicated by the City) combined with the expected depth to groundwater in the area

Deliverables: Expanded Database Search, to identify nearby upgradient sites that could impact the area by migration of contaminated groundwater

6.10 - Conduct Phase I Environmental Site Assessment (ESA) (Contingency Task)

For any area that includes the acquisition of new ROW property, it is recommended that a Phase I Environmental Site Assessment (ESA) report be prepared for the new ROW property according to the ASTM guideline (E 1527-05) entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The U.S. Environmental Protection Agency (EPA) has stated that ASTM E1527-05 may be used to comply with meeting the objectives and performance factors of 40 CFR Part 312 Standards for All Appropriate Inquiries, Final Rule (40 CFR 312.11) which became effective November 1, 2006.

Consultant will conduct Phase I ESA(s) according to the ASTM guideline (E 1527-05) for new

ROW property to be acquired by the City for the SE Division Street Project, as requested and authorized by the City.

Deliverables: Phase I ESA Report for up to (5) properties.

6.11 - Conduct Level 2 HazMat Assessment (Contingency Task)

If the Level 1 HazMat Assessment identifies the presence or possible presence of hazardous materials within the Base Project area, Level 2 HazMat investigation and remediation activities (e.g. geophysical survey, soil sampling, and soil management) may need to be conducted.

If required, and approved by the Agency, Consultant shall conduct Level 2 HazMat Assessment(s) as needed, based upon the findings and recommendations of the Level 1 HazMat Assessment and as authorized by the City. Work will vary according to the findings of the Level 1 HazMat Assessment, and may include:

1. Geophysical survey (Ground-Penetrating radar (GPS), Magnetometer, etc.)
2. Soil sampling
3. Soil management and/or removal

Deliverables: Level 2 HazMat Reports for up to two properties. The report(s) will include findings regarding the presence or absence of hazardous materials, the outcome of remediation actions that were included in the Scope of Work of the Level 2 HazMat Assessment, and recommendations regarding additional evaluation that may be needed.

6.12 - Biological Assessment (Contingency Task)

The purpose of this contingency task is for the Contractor to prepare a Biological Assessment (BA) Agency finds an ESA effects determination of May Affect, Likely to Adversely Affect (LAA) or Not Likely to Adversely Affect (NLAA) listed species or critical habitat. Contractor shall prepare a BA or other programmatic documentation supporting the LAA or NLAA determination and ghost transmittal letters to FHWA and NMFS or USFWS. The ghost transmittal letters shall include a cc list to all pertinent project team members (may include project team leader, construction or maintenance manager, Agency Region Environmental Coordinator and Biologist, Agency Local Agency Representative (if pertinent), the ODFW/ODOT Liaison, and ODOT Geo-Environmental Central Files). For LAAs, Agency will transmit Final BA to FHWA on Agency letterhead and ghost letter to USFWS or NMFS. For NLAAs, Agency will transmit Final BA to USFWS or NMFS. If a programmatic is used, Agency will transmit the Final documentation prepared under this task. Agency will transmit copies as per the cc list unless otherwise agreed upon by Contractor and Agency, in writing.

The BA and transmittal letters shall be prepared according to Agency guidelines and in the template format provided by Agency. Contractor shall contact Agency Biologist to obtain the most current BA guidelines and template report. The draft BA shall be in "final"

condition (i.e., include all project information necessary to complete ESA consultation, demonstrate professional expertise in the subject and in writing capability, have been thoroughly reviewed and edited internally, include all figures, tables and appendices, in final formatting). Agency will complete the BA checklist when reviewing the draft BA.

Contractor shall determine if existing programmatic can be used instead of an individual BA (such as the most recent U, S, Army Corps of Engineers (Corps) SLOPES programmatic BO, ODOT Drilling Programmatic BO, etc.). In that case, the document that is submitted to Agency shall follow the requirements of that programmatic and the Contractor shall provide Agency with an outline prior to submittal of the draft document. Agency will provide review of and comments to Agency on the outline within 10 working days of submittal of the outline.

When developing the BA, Contractor shall coordinate with Agency's project development team and USFWS/NMFS to ensure that the project is designed to minimize impacts to listed and proposed species and in developing a mitigation plan or construction measures to avoid or minimize impacts. Contractor shall review preliminary and advance project plans and specifications for consistency with BA and BO requirements or other agreements with USFWS/NMFS, providing written comments to Agency by the date(s) that comments are due. If discrepancies are found, Contractor shall notify Agency Biologist and Region Environmental Coordinator immediately, and propose changes to maintain consistency with the BA, BO, or other agreements with USFWS/NMFS. During development of the project and BA, contractor shall propose contract special provisions, as approved by Agency, which would be necessary to avoid, minimize, or mitigate for project impacts. If a mitigation plan is necessary, Contractor shall work with appropriate project team members in the design the plan or associated agreements.

As a precursor to preparing a BA or programmatic report, the Contractor shall:

- Attend up to ten (10) meetings to learn about project design elements and coordinate with project team members. Contractor shall take minutes of information pertinent to the ESA issues.
- Review the Biological Baseline Report (if available) for site-specific information regarding ESA issues. If a Biological Baseline Report is not available, review ORNHIC database and other information for site-specific information regarding special status species. Agency will provide the ORNHIC data for all Agency projects. Contractor shall submit an ORNHIC database search request for a 5-mile radius of the project area for all federal-aid projects, unless provided by Agency.
- Contact Agency Biologist, ODFW, ODA, NMFS, of USFWS for site-specific information regarding ESA species.
- Conduct up to two (2) site visits of the project site to survey and document existing site conditions or confirm information in the Biological Baseline Report. Contractor shall utilize maps prepared for the Baseline Report if appropriate. If not, Contractor shall hand-map locations of important ESA resources observed

during the site visit onto map(s) provided by Agency. Contractor shall not conduct specific surveys for ESA species under this task.

- Facilitate and attend up to two (2) on-site meetings with project designer(s), Agency staff, ODFW, Corps, NMFS and/or USFWS liaisons to discuss the project and measures to avoid, minimize, or mitigate impacts.

Deliverables

- *One (1) copy of Draft BA or programmatic documentation and ghost transmittal letters in hard copy and electronic format no later than calendar days from the preliminary plans and specifications (or final Design Acceptance Package (DAP)).*
- *Five (5) to Ten (10) copies (as needed for cc list) of the Final BA or programmatic documentation and ghost transmittal letters in hard copy and one (1) copy in electronic format no later than calendar days from receipt of Agency review comments.*

Task 7 Bid Support

It is assumed that during the letting process Plan Holders may ask clarifying questions and/or identify areas within the bid documents that need to be amended. It is assumed that a pre-bid meeting with prospective Construction Consultants (CCs) will not be required.

Consultant shall respond to questions from prospective Construction Consultants (CCs) and suppliers regarding the Plans and Special Provisions that are fielded by the Agency. Responses to questions will be in writing and forwarded to the Agency for distribution within one (1) business day from the time a question is submitted by a CC.

Consultant shall, during the bidding process, manage the communications with CCs and suppliers in a manner that provides that no CC or supplier is provided with information that could provide a bidding advantage or disadvantage. Consultant shall prepare a written log to document conversations and questions asked by CCs and/or suppliers and the answers provided in response. Consultant shall prepare a summary of the communications at the close of the bidding period.

Consultant shall prepare an addendum to the bid documents as required during the bidding process. An allowance for supporting three (3) bid addenda is provided in the estimated budget for this SOW.

Task 7 Deliverables:

- *Written log of conversations, questions, and answers. Responses to questions must be forwarded to the Agency for distribution within one business day from the time that a question is received by Consultant.*
- *Up to three (3) texts of addenda determined to be necessary and appropriate, due as scheduled by the City.*

- *Up to three (3) plan modification details for use in addenda, due as scheduled by the City.*

Task 8 Construction Assistance

Consultant shall prepare an amendment to this WOC to provide construction assistance to PBOT during construction phase of the project.

Task 8 Deliverables: *WOC Amendment.*

Task 9 Contingency and Scope Changes

Contingency is included in the project budget to manage scope changes effectively and efficiently. Scope changes are purposeful modifications to the planned work and may be initiated by the City, ODOT, Consultant, a member of the project team, or a project stakeholder.

Upon identifying the need, source and nature for scope change, Consultant or the City shall prepare a Change Request. The Change Request should include the estimated cost, anticipated schedule changes, and reason for the change.

The Consultant and the City (and ODOT if necessary) will then confer and agree on the response to the need for the change. Upon initial approval of the proposed change, Consultant and the City will then alter the Work Breakdown Structure and prepare an amendment to the Scope for the new, modified, or deleted work. Consultant will then undertake the changed work upon receiving written notice to proceed from the City and ODOT.

Task 9 Deliverables:

- *Submit to City for approval any scope change justification, its estimated cost, and revised schedule*
- *Submit Work Breakdown Structure and amendment once the change order has been approved.*

Work to be performed by Others:

The City has assigned a project manager to oversee the Consultant's work and provide support as needed. Specific duties the City/Others will perform include:

- a. Coordination of technical review
- b. Schedule and staff coordination meetings as needed
- c. Internal Technical Review and Approval
- d. Review and approval of any needed design exceptions

SCOPE OF WORK

July 13, 2010

- e. Process amendments as required during project
- f. Provide needed coordination with ODOT to comply with funding requirements
- g. Combined sewer and stormwater modeling support
- h. Lead public involvement activities including development and distribution of meeting invites/notifications, determining meeting location, and facilitation of meetings.
- i. Conduct necessary geotechnical investigations to support sewer and stormwater designs
- j. BES staff will verify and identify existing party sewer laterals. If a party sewer lateral service(s) is/are discovered, BES will contact resident, develop a design recommendation for reconstruction and provide alignment and invert information for Consultant team to incorporate into 30% design. Preliminary design information shall be provided to Consultant team at least (2) weeks in advance of 30% design submittal.
- k. Sewer piping condition assessments will be completed by BES.

All deliverables resulting from this contract will become the property of the City of Portland.

PS&E Submittal Guide:

Specifications	Design Submittal				
	30%	60%	90%	95% (Contingency)	100%
Draft Specification Index	X				
Specifications		X	X	X	X
Title Sheet	X	X	X	X	X
Index of Sheets/Symbols & Abbreviations	X	X	X	X	X
Typical Sections		X	X	X	X
Details (street, combined sewer, stormwater)		X	X	X	X
Staging Plans		X	X	X	X
Traffic Control Plans		X	X	X	X
Permanent Signing			X	X	X
Sign and Post Data Sheet			X	X	X
Permanent Striping			X	X	X
Erosion Control Plans	X	X	X	X	X
Erosion Control Details		X	X	X	X
Horizontal Alignment	X	X	X	X	X
Pipe Data Sheets		X	X	X	X
Street Construction Plans and Profiles	X	X	X	X	X
Traffic Signal Plans	X	X	X	X	X
Curb and Sidewalk Detail Sheets		X	X	X	X
Landscape Planting Plans			X	X	X
Party Sewer/Non-Conforming SS Lateral Chart		X	X	X	X
Stormwater Facility Charts/Tables		X	X	X	X
Standard Drawings (ODOT/APWA)			X	X	X

**City of Portland Bureau of Transportation
Summary of Estimated Fees for Professional Services for -
SE Division Streetscape - SE 10th Ave. to SE 39th Ave.**

KPF Consulting Engineers
June 16, 2010
Revised July 22, 2010

	Estimate Cost by Firm - (Fee and Expenses)												Totals
	KPFF - Civil / PM	KPFF - Survey	Murray Smith	Nevue Ngan	Kittelson & Assoc.	Wannamaker Consulting	Heritage Research	ESA	Hahn & Assoc.	Orion GPS	D. Wellman Surveying	ROW Assoc.	
Task 1 - Project Management and Administration													
Subtotal:	\$ 64,086	\$ -	\$ 33,756	\$ 14,674	\$ 12,987	\$ 11,391	\$ -	\$ -	\$ 1,620	\$ -	\$ -	\$ 1,516	\$ 139,930
Task 2 - Survey and Base Mapping													
Subtotal:	\$ 2,824	\$ 114,162	\$ 2,214	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,384	\$ 54,925	\$ -	\$ 314,509
Task 3 - Background Data Collection													
Subtotal:	\$ 5,634	\$ -	\$ 2,541	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,375
Task 4 - Preliminary Design 30% Plans													
Subtotal:	\$ 46,026	\$ -	\$ 25,726	\$ 17,500	\$ 12,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,676
Task 4A - Preliminary Design 30% Plans - Base Project													
Subtotal:	\$ 97,503	\$ 14,250	\$ -	\$ 18,552	\$ 8,744	\$ -	\$ -	\$ -	\$ -	\$ 10,710	\$ -	\$ -	\$ 212,341
Task 4B - Preliminary Design 30% Plans - TGD-15													
Subtotal:	\$ 1,892	\$ -	\$ 40,623	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,515
Task 5 - Final Design (60%, 90% and 100% Final PS&E)													
Subtotal:	\$ 85,044	\$ 19,892	\$ 38,086	\$ 26,588	\$ 42,993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,603
Task 5A - Final Design (60%, 90%, and 100% Bid-Ready PS&E) - Base Project													
Subtotal:	\$ 274,966	\$ -	\$ -	\$ 27,888	\$ 14,456	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 317,310
Task 5B Final Design (60%, 90%, and 100% Bid-Ready PS&E) - TGD-15													
Subtotal:	\$ 3,660	\$ -	\$ 65,116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,776
Task 6 - Environmental - Hazmat, Biological Assessment and Section 106 - Base Project													
Subtotal:	\$ 2,404	\$ -	\$ 3,655	\$ -	\$ -	\$ 21,129	\$ 24,880	\$ 8,266	\$ 29,670	\$ -	\$ -	\$ -	\$ 90,004
Task 7 - Bid Support													
Subtotal:	\$ 16,761	\$ -	\$ 6,154	\$ 2,856	\$ 2,511	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,301
Task 8 - Construction Assistance													
Subtotal:	\$ 4,608	\$ -	\$ 3,115	\$ 540	\$ 749	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,011
Task 9 - Contingency and Scope Changes													
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals:	\$ 605,628	\$ 148,304	\$ 220,985	\$ 108,598	\$ 94,763	\$ 32,520	\$ 24,880	\$ 8,266	\$ 31,290	\$ 151,094	\$ 54,925	\$ 64,098	\$ 1,545,350
<i>Breakdown of Estimated Fees</i>													
Shared Cost Totals:	\$ 225,203	\$ 134,054	\$ 111,591	\$ 62,158	\$ 71,563	\$ 11,391	\$ -	\$ -	\$ 1,620	\$ 140,384	\$ 54,925	\$ 1,516	\$ 814,405
Base Project Totals:	\$ 374,873	\$ 14,250	\$ 3,655	\$ 46,440	\$ 23,200	\$ 21,129	\$ 24,880	\$ 8,266	\$ 29,670	\$ 10,710	\$ -	\$ 62,582	\$ 619,654
TGD-15 Totals:	\$ 5,552	\$ -	\$ 105,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,291

184082

**City of Portland Bureau of Transportation
Summary of Estimated Fees for Professional Services for -
SE Division Streetscape - SE 10th Ave. to SE 39th Ave.**

KPFF Consulting Engineers
June 16, 2010
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		Estimate Cost by Firm - (Fee and Expenses)											Totals	
		KPFF - Civil / PM	KPFF - Survey	Murray Smith	Nevue Ngan	Kittelton & Assoc.	Wannamaker Consulting	Heritage Research	ESA	Hahn & Assoc.	Orion GPS	D. Wellman Surveying		ROW Assoc.
Management and Administration	Subtotal:	\$ 64,086	\$ -	\$ 33,756	\$ 14,674	\$ 12,887	\$ 11,391	\$ -	\$ -	\$ 1,620	\$ -	\$ -	\$ 1,516	\$ 139,930
and Base Mapping	Subtotal:	\$ 2,824	\$ 114,162	\$ 2,214	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,384	\$ 54,925	\$ -	\$ 314,509
Task 3 - Background Data Collection	Subtotal:	\$ 5,834	\$ -	\$ 2,541	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,375
Task 4 - Preliminary Design 30% Plans	Subtotal:	\$ 46,026	\$ -	\$ 25,726	\$ 17,500	\$ 12,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,676
Task 4A - Preliminary Design 30% Plans - Base Project	Subtotal:	\$ 97,503	\$ 14,250	\$ -	\$ 18,552	\$ 8,744	\$ -	\$ -	\$ -	\$ -	\$ 10,710	\$ -	\$ 62,582	\$ 212,341
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Task 5 - Final Design (60%, 90% and 100% Final PS&E)	Subtotal:	\$ 85,044	\$ 19,892	\$ 38,086	\$ 26,588	\$ 42,993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,603
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Task 5B Final Design (60%, 90%, and 100% Bid-Ready PS&E) - TGD-15	Subtotal:	\$ 3,660	\$ -	\$ 65,116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,776
Task 6 - Environmental - Hazmat, Biological Assessment and Section 106 - Base Project	Subtotal:	\$ 2,404	\$ -	\$ 3,655	\$ -	\$ -	\$ 21,129	\$ 24,880	\$ 8,266	\$ 29,670	\$ -	\$ -	\$ -	\$ 90,004
Task 7 - Bid Support	Subtotal:	\$ 16,781	\$ -	\$ 6,154	\$ 2,856	\$ 2,511	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,301
Task 8 - Construction Assistance	Subtotal:	\$ 4,608	\$ -	\$ 3,115	\$ 540	\$ 749	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,011
Task 9 - Contingency and Scope Changes	Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals:		\$ 605,628	\$ 148,304	\$ 220,985	\$ 108,598	\$ 94,763	\$ 32,520	\$ 24,880	\$ 8,266	\$ 31,290	\$ 151,094	\$ 54,925	\$ 64,098	\$ 1,545,350
<i>Breakdown of Estimated Fees</i>														
Shared Cost Totals:		\$ 225,203	\$ 134,054	\$ 111,591	\$ 62,158	\$ 71,563	\$ 11,391	\$ -	\$ -	\$ 1,620	\$ 140,384	\$ 54,925	\$ 1,516	\$ 814,405
Base Project Totals:		\$ 374,873	\$ 14,250	\$ 3,655	\$ 46,440	\$ 23,200	\$ 21,129	\$ 24,880	\$ 8,266	\$ 29,670	\$ 10,710	\$ -	\$ 62,582	\$ 619,654
TGD-15 Totals:		\$ 5,552	\$ -	\$ 105,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,291

184082

City of Portland Bureau of Transportation
Billing Rates for
SE Division Streetscape - SE 10th Ave. to SE 39th Ave.

KPF Consulting Engineers
 June 17, 2010

KPF - Civil Engineering / Project Management			Multiplier	2.95
Category	Wage / Hr		Billing Rate / Hr	
	Low	High	Low	High
Principal	\$ 51.93	\$ 62.51	\$ 153.18	\$ 184.39
Associate	\$ 36.06	\$ 46.73	\$ 106.38	\$ 137.87
Project Engineer	\$ 33.46	\$ 37.50	\$ 98.72	\$ 110.63
Design Engineer / Designer	\$ 22.93	\$ 27.69	\$ 67.66	\$ 81.70
CADD Tech.	\$ 20.31	\$ 31.25	\$ 59.91	\$ 92.19
Project Admin.	\$ 20.80	\$ 21.78	\$ 61.36	\$ 64.25
Billable Expenses:				
Printing, courier and other outside charges at cost.				

KPF - Surveying			Multiplier	2.95
Category	Wage / Hr		Billing Rate / Hr	
	Low	High	Low	High
Principal			\$ -	\$ -
Survey Mgr (SM)	\$ 40.87		\$ 120.55	\$ -
Party Chief (PC)	\$ 27.12	\$ 28.85	\$ 80.00	\$ 85.11
Field Tech. (FT)	\$ 17.00	\$ 22.00	\$ 50.15	\$ 64.90
Office Tech. (OT)	\$ 23.00	\$ 24.52	\$ 67.85	\$ 72.33
Project Admin. (PA)	\$ 20.80	\$ 21.78	\$ 61.36	\$ 64.25
Billable Expenses:				
Printing, courier and other outside charges at cost.				

Murray Smith and Associates			Multiplier	3.10
Category	Wage / Hr		Billing Rate / Hr	
	Low	High	Low	High
Principal	\$ 56.63	\$ 56.63	\$ 167.07	\$ 167.06
Associate	\$ 48.08	\$ 48.08	\$ 141.82	\$ 141.82
Engineer V	\$ 31.25	\$ 32.21	\$ 92.18	\$ 95.02
Engineer I	\$ 22.60	\$ 22.60	\$ 66.66	\$ 66.66
Technician	\$ 25.72	\$ 29.33	\$ 75.87	\$ 86.51
Clerical	\$ 19.71	\$ 19.71	\$ 58.15	\$ 58.15
			\$ -	\$ -
Billable Expenses:				

City of Portland Bureau of Transportation

KPF Consulting Engineers

Billing Rates for

June 17, 2010

SE Division Streetscape - SE 10th Ave. to SE 39th Ave.

Nevue Ngan Associates			Multiplier	3.08
Category	Wage / Hr		Billing Rate / Hr	
	Low	High	Low	High
Senior LA	\$ 43.70	\$ 43.70	\$ 128.92	\$ 128.92
Stormwater Specialist	\$ 31.50	\$ 31.50	\$ 92.93	\$ 92.93
Land Arch	\$ 24.70	\$ 28.84	\$ 72.87	\$ 85.08
Land Des	\$ 14.75	\$ 23.25	\$ 43.51	\$ 68.59
			\$ -	\$ -
Billable Expenses:				
Describe				
Plotting 11x17 = \$10.00				
Plotting 24x36 = \$13.50				
Plotting 30x42 = \$20.25				
Outside printing/plotting at cost				

Kittelson & Associates			Multiplier	3.10
Category	Wage / Hr		Billing Rate / Hr	
	Low	High	Low	High
Associate Engineer	\$ 36.67	\$ 56.99	\$ 108.18	\$ 168.12
Associate Engineer	\$ 36.67	\$ 56.99	\$ 108.18	\$ 168.12
Engineer/Planner	\$ 29.05	\$ 37.67	\$ 85.70	\$ 111.13
Senior Technician	\$ 28.52	\$ 43.21	\$ 84.13	\$ 127.47
Technician II	\$ 21.63	\$ 36.15	\$ 63.81	\$ 106.64
Principal	\$ 48.96	\$ 64.13	\$ 144.43	\$ 189.18
Transportation Analyst	\$ 25.99	\$ 34.16	\$ 76.67	\$ 100.77
Associate Technician	\$ 35.28	\$ 40.84	\$ 104.08	\$ 120.48
Office Support	\$ 13.23	\$ 26.10	\$ 39.03	\$ 77.00
Billable Expenses:				

City of Portland Bureau of Transportation
Billing Rates for
SE Division Streetscape - SE 10th Ave. to SE 39th Ave.

KPFF Consulting Engineers
 June 17, 2010

Wannamaker Consulting, Inc			Multiplier	3.00
Category	Wage / Hr		Billing Rate / Hr	
	Low	High	Low	High
Senior Consultant	\$ 50.00	\$ 57.00	\$ 147.50	\$ 168.15
Senior Environmental Planner / Public Involvement Specialist	\$ 40.00	\$ 53.00	\$ 118.00	\$ 156.35
Environmental Planner / Public Involvement Specialist - 2	\$ 30.00	\$ 42.00	\$ 88.50	\$ 123.90
Environmental Planner / Public Involvement Specialist - 1	\$ 20.00	\$ 32.00	\$ 59.00	\$ 94.40
Project Assistant	\$ 15.00	\$ 27.00	\$ 44.25	\$ 79.65
Administrative Assistant	\$ 12.00	\$ 22.00	\$ 35.40	\$ 64.90
Graphics	\$ 17.00	\$ 27.00	\$ 50.15	\$ 79.65
			\$ -	\$ -
Billable Expenses:				

Heritage Research Associates, Inc.			Multiplier	3.10
Category	Wage / Hr		Billing Rate / Hr	
	Low	High	Low	High
CR Project Manager	\$ 40.00	\$ 45.00	\$ 118.00	\$ 132.75
Project Archaeologist	\$ 30.00	\$ 35.00	\$ 88.50	\$ 103.25
Historic Pres Specialist	\$ 25.00	\$ 28.00	\$ 73.75	\$ 82.60
Graphics	\$ 20.00	\$ 23.00	\$ 59.00	\$ 67.85
			\$ -	\$ -
Billable Expenses:				

Environmental Science & Assessment, LLC			Multiplier	2.65
Category	Wage / Hr		Billing Rate / Hr	
	Low	High	Low	High
Project Manager	\$ 46.00	\$ 49.25	\$ 135.70	\$ 145.29
QA/QC Manager	\$ 46.00	\$ 49.25	\$ 135.70	\$ 145.29
Sr. Wetland Scientist	\$ 38.75	\$ 41.50	\$ 114.31	\$ 122.43
Sr. Wildlife Biologist	\$ 38.75	\$ 41.50	\$ 114.31	\$ 122.43
Sr. Botanist	\$ 37.50	\$ 40.25	\$ 110.63	\$ 118.74
Wetland Scientist	\$ 26.00	\$ 28.00	\$ 76.70	\$ 82.60
Clerical	\$ 26.00	\$ 27.50	\$ 76.70	\$ 81.13
			\$ -	\$ -
Billable Expenses:				

City of Portland Bureau of Transportation
Billing Rates for
SE Division Streetscape - SE 10th Ave. to SE 39th Ave.

KPF Consulting Engineers
 June 17, 2010

Hahn and Associates, Inc.			Multiplier	3.10
Category	Wage / Hr		Billing Rate / Hr	
	Low	High	Low	High
Principal	\$ 50.00	\$ 56.50	\$ 155.00	\$ 175.15
Sr. Associate	\$ 43.50	\$ 50.00	\$ 134.85	\$ 155.00
Associate	\$ 37.00	\$ 43.50	\$ 114.70	\$ 134.85
Sr. Project Manager	\$ 30.50	\$ 37.00	\$ 94.55	\$ 114.70
Project Manager	\$ 27.50	\$ 30.50	\$ 85.25	\$ 94.55
Sr. Env. Scientist	\$ 24.00	\$ 27.50	\$ 74.40	\$ 85.25
Env. Scientist	\$ 21.00	\$ 24.00	\$ 65.10	\$ 74.40
Admin/Technician	\$ 15.00	\$ 21.00	\$ 46.50	\$ 65.10
Billable Expenses:				
Describe: Report Copies, Field Equipment (see attached), Aerial Photographs, Historical/Database Research Fees, Analytical Fees, Subcontractors (Geophysical, Drilling, Utility Locating, Remediation)				

Orion GPS, Inc.			Multiplier	3.10
Category	Wage / Hr		Billing Rate / Hr	
	Low	High	Low	High
John Putnam, PLS - Principal	\$ 40.00	\$ 40.00	\$ 118.00	\$ 118.00
Gary Christerson, PLS - Project	\$ 40.00	\$ 40.00	\$ 118.00	\$ 118.00
Phillip Harbour - Crew Chief	\$ 24.00	\$ 24.00	\$ 70.80	\$ 70.80
Mark Brown, PLS - Crew Chief	\$ 25.00	\$ 25.00	\$ 73.75	\$ 73.75
Kevin Pulsipher - Field Technician	\$ 17.00	\$ 17.00	\$ 50.15	\$ 50.15
Field Technician	\$ 15.00	\$ 18.00	\$ 44.25	\$ 53.10
Office Technician	\$ 20.00	\$ 30.00	\$ 59.00	\$ 88.50
			\$ -	\$ -
Billable Expenses:				
Outside expenses at cost plus 10%, including but not limited to scanner rental, recording fees, mylars, and title company expenses.				

D.Wellman Surveying LLC			Multiplier	2.68
Category	Wage / Hr		Billing Rate / Hr	
	Low	High	Low	High
Principal (PLS - PE)	\$ 35.00	\$ 45.00	\$ 103.25	\$ 132.75
Project Surveyor	\$ 25.00	\$ 30.00	\$ 73.75	\$ 88.50
Technician - Sr.	\$ 18.00	\$ 25.00	\$ 53.10	\$ 73.75
Technician - Jr.	\$ 10.00	\$ 18.00	\$ 29.50	\$ 53.10
Clerical	\$ 8.00	\$ 12.00	\$ 23.60	\$ 35.40
CAD Specialist	\$ 35.00	\$ 45.00	\$ 103.25	\$ 132.75
			\$ -	\$ -
Billable Expenses:				
Describe Overnight accommodations, meals, laundry, phone, internet fees, etc. Scanner rental, generator rental				