

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

CONTRACT NO. 30001399

SHORT TITLE OF WORK PROJECT:
Interstate Maintenance Facility Rehabilitation Project – Owner’s Representative

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Day CPM Services, LLC, hereafter called Contractor. The City's Project Manager for this contract is David Gray.

Effective Date and Duration

This contract shall become effective on August 1, 2010. This contract shall expire, unless otherwise terminated or extended, on January 31, 2013.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$1,323,838 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 (please print): Day CPM Services, LLC. Mike S. Day, President

Address: 8196 SW Hall Blvd. #201, Beaverton, OR 97008

Employer Identification Number (EIN) 20-1478239

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business License # 675126

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

**13. Successors in Interest**

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

**14. Severability**

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

**15. Waiver**

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

**16. Errors**

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

**17. Governing Law**

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

**18. Amendments**

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the 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

### OVERVIEW OF SCOPE OF WORK

The City of Portland Water Bureau ("PWB"), also known as the "Owner" or "City", has determined to hire Day CPM Services, LLC as an Owner's Representative to provide project management services for the design, construction document development and construction oversight services for the re-development of the Bureau's main maintenance facility ("Project."). For the remainder of this document, Day CPM Services, LLC shall be referred to as "Contractor" or as "Owner's Representative."

While retaining full responsibility for the successful completion of its obligations under this contract, and any amendments thereto, Contractor shall enable the PWB to observe each portion of the Contractor's performance for the purpose of gaining expertise in the area of vertical construction.

When the Design Consultant and the Construction Manager/General Contractor (CM/GC) are hired under separate contracts with the City, the Owner's Representative shall oversee the efforts of those contractors to ensure that the City of Portland receives a Project consistent with the plans and specifications which will be developed for the Project. PWB's project management team may, as provided in this contract, also provide input to the Contractor from time to time throughout the Project.

An overview of services to be provided is listed below. Detailed descriptions of the actual tasks to be performed by the Contractor are listed in the Phase 1 and Phase 2 Sections of this section of this contract with the City. The Contractor shall:

- 1) Assist with the selection of the CM/GC to construct all facilities, both temporary and permanent;
- 2) Assist PWB with negotiating the leases and then manage the leasing and installation of temporary workspace;
- 3) Coordinate the relocation of PWB staff and related equipment and tools relocated due to the Project;
- 4) Assist PWB with management oversight for the work of the Design Consultant and the CM/GC. Efforts for this task are to include schedule management to ensure that the Project is kept on schedule and that clear and concise communication channels are being maintained.

- 5) Assist PWB with the development and implementation of a public outreach program which will enable the PWB to address issues that may arise due to the Project.
- 6) Obtaining and managing permits;
- 7) Develop the construction and bidding documents per City requirements for the CM/GC;
- 8) Provide design, construction and budgetary cost estimates to the PWB and resolve differences in cost estimates provided by the Design Consultant and CM/GC; and
- 9) Perform quality assurance during the design and construction of the Project.

If needed, hazardous materials abatement and containment programming, oversight, and reporting may be required during demolition and construction. PWB shall provide a funding source to hire a qualified and certified consulting firm for this work should the need arise. The Contractor shall make provisions in their payment schedule to write the scope of work, advertise and hire the consultant, and manage these efforts to insure that all local, state, and federal requirements are met.

The original basis for this scope of work was as follows:

- Request For Proposal No. WTR 057 for the Interstate Maintenance Facility Rehabilitation Project- Owner's Representative and its supporting documents.

However, the contract between the Contractor and the City of Portland are the legal documents governing this contract.

The Contractor shall not begin any Task before written approval has been given by the PWB Project Manager.

**Phase 1: Design Development, Permitting, and Contract Development Process.** The Contractor shall:

**Task 1.0 Work Plan**

Prepare a detailed Work Plan. The Contractor shall work with PWB and prepare a Work Plan with sections which describe activities supporting the key project management processes listed below. Initially, this Work Plan shall cover those tasks in Phase 1. Prior to beginning Phase 2, this plan shall be reviewed and revised as necessary to reflect Phase 2 tasks.

Thirty days after this contract has been approved by all parties the Contractor shall submit a draft Work Plan in an electronic format to the PWB Project Manager. A final Work Plan shall be submitted to the PWB Project Manager within two weeks of receipt of PWB comments on the draft.

The Contractor shall review and update the plan monthly as needed to reflect the actual work that has taken place and how that has changed any future tasks listed in the Work Plan. All updates shall be reviewed and approved by the PWB Project Manager.

The Contractor shall:

- 1) **Scope:** Produce a Work Breakdown Structure (WBS) that lists the work that shall be performed by PWB and by the Contractor team. Identify the key deliverables, and who is responsible for providing the same, which could affect the scope, schedule or budget. Some deliverables on the critical path shall require more detailed tasks and subtasks. The Contractor shall be responsible for identifying and documenting those areas.
- 2) **Schedule:** Produce an early schedule for the Project based on the WBS. The schedule shall contain deliverables and tasks for the entire Project. Include suggestions on how the Project may be delivered earlier such as alternative critical paths, compression, or fast tracking.
- 3) **Risk:** Describe the areas of risk applicable to the Project and the tools and strategies available to address potential risk and to avoid risk events.

Contractor shall use the Project Management Institute's "A Guide to the Project Management Body of Knowledge", third edition. Include information to identify the risks and potential risk owners, and reasonable responses to eliminate or reduce the impact and likelihood of the risks.

- 4) **Internal communications:** Describe the tools and strategies PWB and the Contractor shall use to ensure the best possible internal communications within PWB.
- 5) **External communications with public:** Describe the tools and strategies PWB and the Contractor shall use to do public outreach. Meet with PWB Public Outreach staff to ensure that PWB and City policy guidelines are followed.
- 6) **Change Management:** The work plan shall address change management. Contractor shall describe how PWB and the Contractor shall address and manage change including information about roles and responsibilities for PWB and the Contractor.
- 7) **Quality of Deliverables:** Describe the tools and strategies the Contractor shall use to ensure that all deliverables are high quality, that is, easy to understand, correct, useful and complete. This part of the Work Plan shall include information about all of the Contractor's obligations under this contract and the specific roles and responsibilities for the Contractor's team. This shall include, but not be limited to the following activities:
  - Initiating and tracking requests for project changes.
  - Establish how requests for changes shall be reviewed and either approved or rejected.
  - Establish a system for determining what drivers lead to the need for changes, how the changes will affect the Project and how we can develop mitigation plans to minimize the impact of changes on the Project.
  - Documentation and reporting of the process.
- 8) **The Contractor shall ensure that the Work Plan shall also include the following information related to all PWB Contractors;**
  - Confidentiality forms for all subcontractors that shall also comply with PWB requirements.
  - Team organization chart and contact information.
  - Key project staff and their roles and responsibilities.

#### Task 1.0.1 Monthly Progress Reports

Contractor shall provide monthly progress reports to the PWB and others as appropriate or requested by the PWB.

The monthly progress report shall reflect the work described in the Project Work Plan including but not limited to the list below:

- 1) **Scope/schedule/budget management:** Current status and variance from the project baselines. Projections for the next month and suggestions how PWB can improve its schedule and budget targets. Identify any issues or decisions that could greatly impact the project delivery. Provide a set of standard reports and any data that PWB may need to produce its own reports, as outlined in the project plan.
- 2) **Risk:** Current status in terms of risks for key deliverables. Suggest areas where further risk planning or action is needed for the coming month. Identify and analyze any risks that PWB should be aware of regarding the Contractor and/or their subconsultants.

- 3) **Quality:** Current status in terms of quality compliance for key deliverables. Identify and analyze potential problems with quality in work done by PWB, Contractor, Design Consultant or CM/GC.

Task 1.0.2 Project Management Meetings

PWB is planning a 2-hour Project Management Meeting every other week for the first two months of the Project. After that, meetings shall be held at duration to be determined by PWB or Contractor. Expected participants shall be the PWB team including key PWB stakeholders, PWB's Design Consultant and Contractor team members. The Contractor shall prepare the meeting agenda and take minutes. The Contractor shall forward a draft copy of the complete meeting notes to the PWB Project Manager within two working days after the meeting. Once approved by the PWB Project Manager, the Contractor shall distribute the final notes to the PWB team within one working day of the draft approval. PWB shall provide the location for all meetings.

**Deliverables for tasks 1.0 – 1.0.2:**

The Contractor shall provide the PWB Project Manager with the following deliverables:

- 1) Project Management Plan
- 2) Monthly Progress Reports
- 3) Agenda and minutes for Project Management meetings

Task 1.1 The Contractor shall compile all data required for the development of the design work including, but not limited to:

- 1) Update of the Program Summary that was developed as part of the Interstate Maintenance Facility Master Plan (Hennebery Eddy 2003) to reflect the PWB current staffing and space requirements and a copy of which was provided to Contractor as part of the proposal process for this Project.
- 2) Geo-Technical information required for design of the permanent facilities.
- 3) Hazardous materials investigations for demolition and disposal of the existing facilities.

Task 1.2 Document and Cost Control

Provide document control, which at a minimum shall include organization and collection of all documents related to the work, and any amendments thereto, including, but not limited to, the periods of design and construction. Examples of documents included but not limited to this task would be submittals, Requests for Information, meeting minutes, pay requests and change directives. Provide cost control by keeping track of all costs related to design and construction and alert the PWB immediately of any costs which appear to be other than anticipated or agreed upon. Examples of cost controls included but not limited to this task would be change order logs, payments to consultants and contractors, utilities and permits. Advise PWB on potential claims between PWB, the PWB Design Consultants and CM/GC.

Task 1.3 The Contractor shall facilitate the development of the space requirements for the temporary facilities, review the PWB's Design Consultant's design for the temporary office and storage workspaces. The Contractor shall review schematic drawings.

Task 1.4 Not used.

Task 1.5 Assist PWB with the management oversight of the PWB Design Consultant's design work.

The Contractor is responsible for providing assistance to PWB with management oversight for the work of the Design Consultant which has been hired by the PWB under separate a contract. "Assist PWB with providing management oversight" for this work requires that the Contractor review all work performed by the Design Consultant for compliance and congruity with Project requirements and the requirements of the Design Consultant's contract with the City. Additionally, address, after discussion



with PWB, issues that may arise and ensure that all work is performed in a timely fashion and follows schedules provided by the Design Consultant.

**Task 1.6** Manage a design quality assurance program.

The Contractor shall manage a quality assurance program for all design work that is related to the Project. The main functions shall be quality assurance and review at key milestones during the project design and to ensure that the Design Consultant is in compliance with the PWB's Design Consultant Contract.

To complete it's obligations for this aspect of its work the Contractor shall complete the following, and all other necessary activities, to ensure the PWB receives a design package that addresses its identified needs in a comprehensive, accurate and useful manner:

- 1) Schedule and conduct a partnering meeting with PWB, regulatory agencies, and the Design Consultant after the Notice to Proceed to the Design Consultant.
- 2) Conduct bi-monthly progress meetings with the design consultant, PWB staff and the CM/GC Contractor after the CM/GC Contractor has been hired.
- 3) Review drawings and calculations prepared by the Design Consultant to determine their acceptability and conformance to the Design Consultant's contract and with the needs of the PWB. Immediately notify PWB and Design Consultant of work not in conformance with the Design Consultant's contract.
- 4) After consultation with PWB, provide clarifications and interpretations of the Design Consultant contract.
- 5) Review Design Consultant's requests for payment.
- 6) As part of the project quality assurance activities, the Contractor shall develop a verification database that outlines the performance requirements outlined in the Design Consultant's Contract. This database shall describe objective evidence for each requirement and how compliance and verification shall take place. This database shall be developed with assistance from the Design Consultant and shall be used by PWB staff to determine compliance during construction. The Contractor shall maintain the database throughout design and construction.

**Task 1.7** Assist the PWB in preparing the Request For Proposal (RFP) for the CM/GC Contractor and assist the PWB with the selection of the CM/GC Contractor and contract negotiations for the CM/GC contract.

**Task 1.8** Coordinate meetings with the Bureau of Developmental Services (BDS), submit requests for information, meetings, assistance, etc. to BDS, and obtain building permits for construction of the temporary and permanent facilities. The Contractor shall coordinate and manage the work of the PWB's Design Consultant during the permitting process to ensure that all required permits are obtained in a timely manner to meet project schedules.

**Task 1.9** The Contractor shall assist the PWB in negotiating the leases for temporary office and storage workspaces and shall manage those leases, for the PWB, upon their execution and for the duration of the construction.

**Task 1.10** The Contractor shall develop cost estimates at 30%, 75%, and 95% during design development concurrent with the PWB's Design Consultant's and the CM/GC Contractor's cost estimates. The Contractor shall resolve cost estimate differences with the PWB's Design Consultant and PWB's CM/GC Contractor, and present the estimates to PWB at these milestone dates.

**Task 1.11** The Contractor shall schedule and meet on a yet to be determined basis with the PWB during design development by the PWB Design Consultant. The Contractor shall schedule and meet weekly with the PWB's Design Consultant and the CM/GC Contractor under the direction of the PWB Project Manager. The Contractor shall schedule and meet routinely (at least monthly) with project team and other stakeholders to develop and resolve project issues.

- Task 1.12 The Contractor shall assist PWB with review and responses to requests for information and requests for additional compensation from PWB's Design Consultant.
- Task 1.13 Throughout the life of the Project, the Contractor shall ensure that the processing of all submittals and change proposals are well within agreed upon timeframes and assist PWB in negotiating any changes expeditiously. After consultation with PWB, negotiate, prepare, issue or deny change orders or change requests received from the PWB's Design Consultant and CM/GC Contractor. When issues appear to be in dispute, the Contractor shall provide written background materials to PWB for discussion and planning for resolution. Contractor shall participate in dispute resolution meetings with PWB in order to resolve claims.
- Task 1.14 The Contractor shall assist the PWB in developing and implementing the public involvement plan and public outreach program by gathering and providing information.
- Task 1.15 The Contractor shall submit a "Subconsultants Payment and Utilization Report" on a monthly basis to the PWB Project Manager. The original utilization report shall be sent directly to the City of Portland Contract Compliance Specialist Annette Palmer at:

City of Portland Procurement Services  
 Attn: Annette Palmer  
 1120 SW 5<sup>th</sup> Avenue, Room 750  
 Portland, OR 97204

A copy of this report shall be submitted by the Contractor to the PWB Project Manager.

#### **Work Performed by PWB**

PWB shall provide adequate staff and time to complete Phase 1 tasks identified in Part I, Section B, Article 2, Work Performed by the City in the RFP.

#### **Phase 2: Construction Oversight including Quality Control and Assurance**

The Contractor shall complete the following tasks:

##### **Task 2.0 Update the Project Work Plan**

The Contractor shall review and provide the PWB and the CM/GC Contractor with a revised Project Work Plan at the end of Phase 1.

Prior to revision of the Project Work Plan at the end of Phase 1, Contractor shall provide PWB and CM/GC Contractor with a summary of suggested changes. This summary of suggested changes shall be provided to PWB and the CM/GC Contractor for review and comment.

Contractor shall ensure that the Project Work Plan, among other things, is updated to specifically address the roles and responsibilities among the Contractor, CM/GC Contractor, PWB's Design Consultant and PWB.

PWB shall discuss with the Contractor which sections of the Project Work Plan need to be updated. There shall be at least one new section describing how PWB and the Contractor shall conduct dispute resolution with the CM/GC Contractor.

The Contractor shall review the Project Work Plan and provide PWB with a summary of suggested changes within one week of the CM/GC Contractor Notice to Proceed for Phase 2. PWB and the CM/GC Contractor shall provide feedback within one week. The Contractor shall complete the revised plan within one month of the CM/GC Contractor Notice to Proceed for Phase 2.

- Task 2.1 The Contractor shall assist PWB with management oversight for the work of the CM/GC Contractor. The Contractor shall schedule and manage weekly project meetings with the CM/GC Contractor during construction. The Contractor shall provide weekly minutes to PWB and CM/GC Contractor.

Task 2.2 The Contractor shall coordinate and manage the move of PWB employees and office furniture into the temporary office workspaces. Telephones and computers shall be physically moved by City of Portland staff and the Contractor shall coordinate this work.

Task 2.3 The Contractor shall assist PWB with contract administration of the CM/GC Contractor's contractual obligations including, after consultation with the PWB, review and responses to submittals, requests for information, substitution requests, force accounts, construction change directives, change orders, progress payments and claims. Contractor's review periods shall not interfere with the CM/GC Contractor's progress. Immediately notify PWB and CM/GC Contractor of work not in conformance with the Contract.

Task 2.4 The Contractor shall manage a construction quality assurance program.

This task covers the work required to assure that project construction occurs within the requirements of the contract. The main function shall be quality assurance of the on-going construction.

The Contractor shall perform the following activities during the construction of the Project:

- 1) Meet with PWB to establish construction management methodology (e.g. roles, responsibilities, activities, and deliverables).
- 2) Incorporate quality assurance review and a 30 day look-ahead schedule as an Agenda Item at the monthly construction progress meetings.
- 3) Make weekly site visits during construction for general observation and to determine if the work is proceeding in accordance with the CM/GC Contractor's Contract. Observations shall be noted on a field report.
- 4) Coordinate between the permitting agencies and the CM/GC Contractor.
- 5) Advise PWB as to the necessity of special inspection and to receive and review certifications of inspections, test, etc.
- 6) Review maintenance and operating instructions and manuals, schedules, and guarantees, receive bonds, certifications or other evidence of insurance required by the contract per the City of Portland requirements.
- 7) Provide mentorship to PWB staff, allow PWB staff to "shadow" Contractor staff as they manage the CM/GC Contractor's contract and the construction as it is being performed so that PWB staff shall gain some expertise in regard to this type of work.

#### **Deliverables for task 2.4**

- 1) Technical memorandum describing construction management procedures.
- 2) Site visit field reports.

#### **Work Performed by PWB for task 2.4**

PWB shall provide adequate staff and time to interface between stakeholders, the Contractor, and CM/GC Contractor.

#### **Task 2.5 Change Management Activities**

The Contractor shall carry out the change management activities as outlined in the Project Work Plan. This task is more about the broader change management issues and how they can influence the overall project. This is above and beyond change directives and change orders as described in task 2.3 of this statement of work. This shall include, but not be limited to the following activities:

- Initiating and tracking requests for project changes.
- Establish how requests for changes shall be reviewed and either approved or rejected.

- Establish a system for determining what drivers lead to the need for changes, how the changes shall affect the Project and how the Project Team can develop mitigation plans to minimize the impact of changes on the Project.
- Documentation and reporting of the process.

#### Task 2.6 Construction Status Meetings

The Contractor shall conduct monthly progress meeting with the CM/GC Contractor, PWB staff and when appropriate, the Design Consultant. The meeting agenda shall include a review of the overall sequence of work, project status, schedule milestones, quality assurance goals, schedules and other related issues, coordination issues and budget. The Contractor shall prepare the agenda and take minutes at the meeting. This meeting is in addition to the weekly construction meetings run by the CM/GC Contractor.

#### Task 2.7 Document and Cost Control

Provide document control, which at a minimum shall include organization and collection of all documents related to the work, and any amendments thereto, including, but not limited to, the periods of design and construction. Examples of documents included but not limited to this task would be submittals, Requests for Information, meeting minutes, pay requests and change directives. Provide cost control by keeping track of all costs related to design and construction and alert the PWB immediately of any costs which appear to be other than anticipated or agreed upon. Examples of cost controls included but not limited to this task would be change order logs, payments to consultants and contractors, utilities and permits. Advise PWB on potential claims between PWB and CM/GC Contractor.

#### Task 2.8 Monthly Progress Reports

The Contractor shall provide monthly progress reports to PWB. Contractor shall assume that the PWB shall rely upon these reports. These reports shall, at a minimum include reports and updates on the following:

- 1) **Scope/schedule/budget:** Current status and variance from the project baselines. Projections for the next month and suggestions on how PWB can improve the project schedule and budget targets. Identify any issues or decisions which could greatly impact the project delivery.
- 2) **Risk:** Current status in terms of known risks for key deliverables. Suggest areas where further risk planning or action is needed for the coming month. Identify any risks that PWB should be aware of regarding the Contractor, CM/GC Contractor, or any sub-consultants.
- 3) **Dispute resolution:** Describe any construction issues recently resolved, pending, or likely to occur.
- 4) **Change order status:** Current status of change orders and their resolution.
- 5) **Quality:** Current status in terms of quality per the CM/GC Contractor's Contract. Highlight and analyze variance from contracted specifications. This section would draw from the design and construction performance verification database.
- 6) **Photos of construction and surrounding area:** Digital photos and printouts of photos showing progress as well as areas of current or potential concern. Organize photos and images in a manner agreed to between PWB and Contractor.

Task 2.9 The Contractor shall manage the relocation of PWB staff, furnishings and equipment from temporary facilities to new permanent facilities. The Contractor shall coordinate the installation of communication and computer equipment by City of Portland staff.

Task 2.10 The Contractor shall monitor, verify, and document all building commissioning work. The Contractor shall manage the removal of all temporary facilities and the removal or abandonment of all related utilities.

**Task 2.11 Project Close-out.**

Upon completion of construction, the Contractor shall prepare a report presenting an assessment of the entire project including a "lessons learned" section in accordance with ORS 279C and to help PWB with future projects. The report shall have a final cost accounting report that incorporates City, Contractor, Design Consultant and CM/GC costs.

**Deliverables for task 2.11**

- 1) Revised project management plan
- 2) Monthly reports
- 3) Monthly invoices
- 4) A log of change requests and their resolution and status
- 5) Agenda and minutes for Design/Construction status meetings
- 6) All closeout documents, Operational and Maintenance manuals, warranties, as-build and record drawings. All drawing shall be delivered in hard copy and electronically in a Microsoft Microstation format.
- 7) Signed permits.
- 8) Report for project closeout

The Contractor shall submit all Phase 1 & 2 deliverables electronically in an appropriate Microsoft Office based format (Word, Excel, Project).

**Work Performed by PWB and the City of Portland for Tasks in Phase 2**

- a. PWB shall provide adequate staff time to assure that the Contractor receives financial data from PWB personnel to be incorporated into the final report. The PWB shall also provide information as appropriate to support requirements.
- b. The City shall enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its proposal.
- c. PWB shall provide adequate staff and time to complete Phase 2 tasks identified in Part I, Section B, Article 2, Work Performed by the City in RFP WTR 057, dated August 17, 2007..

**CONTRACTOR PERSONNEL**

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

NAME	ROLE ON PROJECT
Mike Day	Principal In Charge
Glenn Schnaidt	Project Manager

**SUBCONTRACTORS**

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

NAME	ROLE ON PROJECT
A-Team Management	Project Manager/Technical Support
Ukiah Engineering, Inc.	Schedule/Cost Estimator
Sundeleaf + Associates	Facilities Specialist
CAG + Resources	Quality Control

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

Contractor shall be paid the not to exceed amount of **\$1,323,838** in accordance with Exhibit A, Summary of Hours and Fees. The Contractor shall 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.

For the City of Portland Water Bureau projects, the multiplier to be applied to the Contractor's direct labor costs shall be limited to a maximum of 3.1. This multiplier shall include fringe benefits, payroll bonuses, autos and other fringe benefits, telecommunications, facsimile services, overhead expenses including but not limited to local and long distance telephone, parking, delivery/courier, general business and professional liability insurance, advertising costs, postage, leasing of office equipment, travel costs within a 50 mile radius of the city of Portland, information technology (including computer time and CADD services and other related highly specialist equipment), all other direct costs not identified as reimbursable, other indirect costs (for example support staff such as legal, accounting, officers, computer) and profits.

## PAYMENT TERMS: Net 30 Days

### Hourly Rates

The Contractor shall be compensated at the following rates:

Principal in Charge: \$130/hour

Quality Control: \$110/hour

Project Manager: \$105/hour

Project Manager: Technical Support: \$105/hour

Schedule/Cost Estimator: \$145/hour

Facilities Specialist: \$134/hour

Administrative Support: \$55/hour

### Subcontractor Costs

Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. The maximum markup on subcontractor services shall not exceed 5% for the term of the contract.

### 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. Increases to labor rates shall not increase the not-to-exceed amount of **\$1,323,838**.

### Progress Payments

On or before the 15<sup>th</sup> of each month, the Contractor shall submit to the Water Bureau's Accounts Payable 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, tasks performed, and the percentage of work successfully completed for each task. The Contractor shall also attach photocopies of claimed reimbursable expenses. The City's Project Manager 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. Invoices shall either be e-mailed to: [wb.accounts payablesection@ci.portland.or.us](mailto:wb.accounts payablesection@ci.portland.or.us) (this is the preferred method)

or sent to:

City of Portland Water Bureau  
Attn: Portland Water Bureau Accounts Payable  
1120 SW 5<sup>th</sup> Avenue, Room 609  
Portland, OR 97204

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, 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 Bureau 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 2/6/10 Entity DAY CPM SERVICES, LLC

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 \_\_\_\_\_



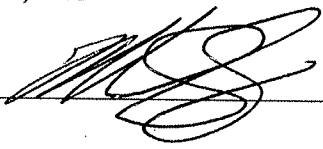
**CONTRACTOR SIGNATURE:**

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.

**Day CPM Services, LLC**

BY:  \_\_\_\_\_ Date: 7/6/10

Name: MIKE S. DAY

Title: PRESIDENT

Contract No. 30001399

Contract Title: Interstate Maintenance Facility Rehabilitation Project – Owner’s Representative


**CITY OF PORTLAND SIGNATURES:**

By:  Date: 09.24.2010  
Bureau Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Procurement Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elected Official

Approved:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Auditor

Approved as to Form: **APPROVED AS TO FORM**  
By:  Date: 7/12/10  
Office of City Attorney  
**CITY ATTORNEY**

SCOPE of SERVICES  
TASKS and FEES MATRIX

DAY CPM Services

Scope of Work Task Number	Scope of Work Tasks / Deliverables Descriptions	Responsible Party / Hours							Total Hours	Responsible Party / Percent of Task Hours							Cost by project participant per task							Total Cost	
		DAY CPM Services								DAY CPM Services							DAY CPM Services								
		Principle In Charge	PM	QA/QC Review	Admin	A-Team	Utah Engin'g.	Sundeleaf + Assoc.		Principle In Charge	PM	QA/QC Review	Admin.	A-Team	Utah Engin'g.	Sundeleaf + Assoc.	Principle In Charge	PM	QA/QC Review	Admin.	A-Team	Utah Engin'g.	Sundeleaf + Assoc.		
1.0.2 (1)	Meetings Summary Project Management Meetings with PWB, design consultants & CM/GC. (Deliverables).	60	478	60	50	60	60	60	828	7.25%	57.73%	7.25%	6.04%	7.25%	7.25%	7.25%	\$7,800	\$50,190	\$6,600	\$2,750	\$6,300	\$8,700	\$8,040	\$90,380	
1.6 (2)	Manage the design Quality Assurance Program. Schedule/manage partnering meeting, bi-monthly progress meetings, review drawings & calculations, provide clarification of the contract, collaborate on change orders, review & approve pay requests.	15	191	100	60	130	0	25	521	2.88%	36.66%	19.19%	11.52%	24.95%	0.00%	4.80%	\$1,950	\$20,055	\$11,000	\$3,300	\$13,650	\$0	\$3,350	\$53,305	
1.8 (3)	Coordinate meetings with the Bureau of Development Services (BDS), submit requests, obtain building permits for temporary & permanent facilities. Coordinate and manage the design consultants during the permitting process.	0	25	0	0	100	0	15	140	0.00%	17.86%	0.00%	0.00%	71.43%	0.00%	10.71%	\$0	\$2,625	\$0	\$0	\$10,500	\$0	\$2,010	\$15,135	
1.11	1) Schedule and meet on a yet to be determined basis with the PWB during Design Development by the design consultant. 2) Schedule to meet weekly with the design consultant and the CM/GC contractor. 3) Schedule and meet routinely (at least monthly) with project team and other stakeholders to develop and resolve project issues.	60	500	50	50	78	50	50	838	7.16%	59.67%	5.97%	5.97%	9.31%	5.97%	5.97%	\$7,800	\$52,500	\$5,500	\$2,750	\$8,190	\$7,250	\$6,700	\$90,690	
2.1 (4)	Assist the PWB construction manager in overseeing and managing the CM/GC construction contract. Schedule and manage weekly project meetings with the construction contractor during construction. Provide weekly minutes to the PWB and CM/GC.	75	325	75	60	236	25	25	821	9.14%	39.59%	9.14%	7.31%	28.75%	3.05%	3.05%	\$8,750	\$34,125	\$8,250	\$3,300	\$24,780	\$3,625	\$3,350	\$87,180	
2.4 (3)	Manage the construction Quality Assurance Program. 1. Meet w/ CM/GC & PWB, 2. 30-day look ahead schedule review, 3. Weekly site visits, 4. Coordinate between permitting agencies, 5. Advise PWB re: special inspections, 6. Advise PWB re: claims, 7. Review CM/GC Requests for Payments, 8. Review maintenance & operating instructions. (Deliverable).	20	175	200	60	25	0	35	515	3.88%	33.98%	38.83%	11.85%	4.85%	0.00%	6.80%	\$2,600	\$18,375	\$22,000	\$3,300	\$2,625	\$0	\$4,690	\$53,590	
2.6 (4)	Construction Status Meetings (monthly) with PWB, CM/GC & A&E team. Meetings will total approximately 35% of the total hours and associated costs.	25	250	25	25	230	25	25	605	4.13%	41.32%	4.13%	4.13%	38.02%	4.13%	4.13%	\$3,250	\$26,250	\$2,750	\$1,375	\$24,160	\$3,625	\$3,350	\$64,750	
(1)	We assume 2 mtgs/month (first 2 months); 1 mtg/month thereafter in Phase 1. No mtgs in Phase 2.								35%															\$455,030	
(2)	PM (Glenn Schnaidt) will attend a minimum 75% of the meetings, and the remainder would be attended by Rob Ruedy (A-Team) or alternate.																								
(3)	Assumed amount of task's time devoted to meetings.																								
(4)	Assume that OAC Meetings will occur weekly starting 2 weeks prior to the construction start and last through project closeout.																								
1.0.1	Project Reports Prepare Monthly Progress Reports	56	475	0	50	0	50	0	631	8.87%	75.28%	0.00%	7.82%	0.00%	7.82%	0.00%	\$7,280	\$49,875	\$0	\$2,750	\$0	\$7,250	\$0	\$67,155	
1.2	Manage document control and cost control during design and construction, provide PWB with monthly status reports. [Deliverable]	10	90	0	20	75	0	0	195	5.13%	46.15%	0.00%	10.26%	38.46%	0.00%	0.00%	\$1,300	\$9,450	\$0	\$1,100	\$7,875	\$0	\$0	\$19,725	
1.14	Submit the monthly "Sub-Consultants Payment and Utilization Report".	5	80	0	60	0	0	0	145	3.45%	55.17%	0.00%	41.38%	0.00%	0.00%	0.00%	\$650	\$8,400	\$0	\$3,300	\$0	\$0	\$0	\$12,350	
2.7	Manage document control and cost control during design and construction, provide PWB with monthly status reports. [Deliverable]	20	220	0	40	175	0	0	455	4.40%	48.35%	0.00%	8.79%	38.46%	0.00%	0.00%	\$2,600	\$23,100	\$0	\$2,200	\$18,375	\$0	\$0	\$46,275	
2.8	Monthly Progress Reports including 1. Scope, 2. Risk, 3. Dispute resolution, 4. Change management, 5. Quality, 6. Construction photos. Preparing reports will total approximately 14% of the total hours and associated costs.	0	300	0	0	0	0	0	300	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	\$0	\$31,500	\$0	\$0	\$0	\$0	\$0	\$31,500	
									14.06%																\$177,005

SCOPE of SERVICES  
TASKS and FEES MATRIX

DAY CPM Services

Scope of Work Task Number	Scope of Work Tasks / Deliverables Descriptions	Responsible Party / Hours							Total Hours	Responsible Party / Percent of Task Hours							Cost by project participant per task							Total Cost
		DAY CPM Services								DAY CPM Services							DAY CPM Services							
		Principle In Charge	PM	QA/QC Review	Admin	A-Team	Utah Eng'g.	Sundeleaf + Assoc.		Principle In Charge	PM	QA/QC Review	Admin	A-Team	Utah Eng'g.	Sundeleaf + Assoc.	Principle In Charge	PM	QA/QC Review	Admin	A-Team	Utah Eng'g.	Sundeleaf + Assoc.	
<b>Phase 1: Design Development, Permitting &amp; Contract Development Process</b>																								
1.00	Prepare a detailed Work Plan with sections that describe activities to support key project management processes (Scope, Budget, Schedule, Risk, Internal Communications, Public Communications, Change Control & Quality). Review & incorporate PWB's existing efforts and provide other examples & options to consider. [Deliverable]	10	80	0	10	10	40	10	160	6.3%	50.0%	0.0%	6.3%	6.3%	25.0%	6.3%	\$1,300	\$8,400	\$0	\$550	\$1,050	\$5,800	\$1,340	\$ 18,440
1.0.1	Prepare Monthly Progress Reports.	56	475	0	50	0	50	0	631	8.9%	75.3%	0.0%	7.9%	0.0%	7.9%	0.0%	\$7,280	\$49,875	\$0	\$2,750	\$0	\$7,250	\$0	\$ 67,155
1.0.2	Project Management Meetings with PWB, design consultants & CM/GC. (Deliverables).	60	478	60	20	60	60	60	798	7.5%	59.9%	7.5%	2.5%	7.5%	7.5%	7.5%	\$7,800	\$50,190	\$6,600	\$1,100	\$6,300	\$8,700	\$8,040	\$ 88,730
1.1	Complete all relevant data required for the design work including updating the Program Summary, geotechnical and hazardous materials investigations.	4	80	0	30	11	0	60	185	2.2%	43.2%	0.0%	16.2%	5.9%	0.0%	32.4%	\$520	\$8,400	\$0	\$1,650	\$1,155	\$0	\$8,040	\$ 19,765
1.2	Manage document control and cost control during design and construction, provide PWB with monthly status reports. [Deliverable]	10	500	0	20	65	20	0	615	1.6%	81.3%	0.0%	3.3%	10.6%	3.3%	0.0%	\$1,300	\$52,500	\$0	\$1,100	\$6,825	\$2,900	\$0	\$ 64,625
1.3	Facilitate the development of the space requirements for the temporary facilities, review the design consultant's design for the temporary office and storage workspaces. Review the schematic drawings.	4	60	0	30	0	0	30	124	3.2%	48.4%	0.0%	24.2%	0.0%	0.0%	24.2%	\$520	\$6,300	\$0	\$1,650	\$0	\$0	\$4,020	\$ 12,490
1.4	Not Used.	0	0	0	0	0	0	0	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
1.5	Assist the PWB with management of the design consultants & sub-consultants. Assist PWB reviewing work products, assignments, scheduling & invoicing. [Deliverable]	15	483	0	60	54	0	50	662	2.3%	73.0%	0.0%	9.1%	8.2%	0.0%	7.6%	\$1,950	\$50,715	\$0	\$3,300	\$5,670	\$0	\$6,700	\$ 68,335
1.6	Manage the design Quality Assurance Program. Schedule/manage partnering meeting, bi-monthly progress meetings, review drawings & calculations, provide clarification of the contract, collaborate on change orders, review & approve pay requests.	15	191	100	60	130	0	25	521	2.9%	36.7%	19.2%	11.5%	25.0%	0.0%	4.8%	\$1,950	\$20,055	\$11,000	\$3,300	\$13,650	\$0	\$3,350	\$ 53,305
1.7	Assist the PWB in preparing the CM/GC RFP documents, the selection of the CM/GC contractor, contract negotiations for the contract, and procurement of subcontractors. [Deliverable]	32	138	0	20	24	5	5	224	14.3%	61.6%	0.0%	8.9%	10.7%	2.2%	2.2%	\$4,160	\$14,490	\$0	\$1,100	\$2,520	\$725	\$670	\$ 23,665
1.8	Coordinate meetings with the Bureau of Development Services (BDS), submit requests, obtain building permits for temporary & permanent facilities. Coordinate and manage the design consultants during the permitting process.	8	96	0	60	100	0	10	274	2.9%	35.0%	0.0%	21.9%	36.5%	0.0%	3.6%	\$1,040	\$10,080	\$0	\$3,300	\$10,500	\$0	\$1,340	\$ 26,280
1.9	Assist PWB in negotiating the leases for temporary office and storage workspaces.	4	114	0	20	0	0	5	143	2.8%	79.8%	0.0%	13.9%	0.0%	0.0%	3.5%	\$520	\$11,970	\$0	\$1,090	\$0	\$0	\$670	\$ 14,250
1.10	1) Develop cost estimates at 30%, 75% & 95% during design development concurrent with the design consultant and CM/GC's cost estimates. 2) Resolve cost estimate differences with the design consultant and CM/GC, and present the estimates to the PWB management staff at these milestone dates. [Deliverable]	24	185	0	60	0	230	10	519	4.6%	37.6%	0.0%	11.6%	0.0%	44.3%	1.9%	\$3,120	\$20,475	\$0	\$3,300	\$0	\$33,350	\$1,340	\$ 61,585
1.11	1) Schedule and meet on a yet to be determined basis with the PWB during Design Development by the design consultant. 2) Schedule to meet weekly with the design consultant and the CM/GC contractor. 3) Schedule and meet routinely (at least monthly) with project team and other stakeholders to develop and resolve project issues.	60	500	50	50	78	50	50	838	7.2%	59.7%	6.0%	6.0%	9.3%	6.0%	6.0%	\$7,800	\$52,500	\$5,500	\$2,750	\$8,190	\$7,250	\$6,700	\$ 90,690
1.12	1) Assist the PWB with review and responses to Requests for Information (RFIs). 2) Assist the PWB with review and responses for additional compensation from the design consultant. Throughout the life of the project monitor submittal & change proposal processes; assist PWB w/ negotiating changes; assist PWB with conflict resolution & dispute resolution.	0	205	0	60	50	0	0	315	0.0%	65.1%	0.0%	19.0%	15.9%	0.0%	0.0%	\$0	\$21,525	\$0	\$3,300	\$5,250	\$0	\$0	\$ 30,075
1.13	Assist the PWB in developing and implementing the public involvement plan and public outreach program.	72	300	0	60	60	0	0	482	14.6%	61.0%	0.0%	12.2%	12.2%	0.0%	0.0%	\$9,360	\$31,500	\$0	\$3,300	\$6,300	\$0	\$0	\$ 50,460
1.14	Submit the monthly "Sub-Consultant's Payment and Utilization Report".	4	65	0	60	30	0	0	159	2.5%	40.9%	0.0%	37.7%	18.9%	0.0%	0.0%	\$520	\$6,825	\$0	\$3,300	\$3,150	\$0	\$0	\$ 13,795
1.15		5	80	0	60	0	0	0	145	3.4%	55.2%	0.0%	41.4%	0.0%	0.0%	0.0%	\$650	\$8,400	\$0	\$3,300	\$0	\$0	\$0	\$ 12,350
<b>Subtotals Phase 1</b>		<b>383</b>	<b>4,040</b>	<b>210</b>	<b>730</b>	<b>672</b>	<b>455</b>	<b>315</b>	<b>6,805</b>	<b>5.6%</b>	<b>59.4%</b>	<b>3.1%</b>	<b>10.7%</b>	<b>9.9%</b>	<b>6.7%</b>	<b>4.6%</b>	<b>\$ 49,790</b>	<b>\$ 424,200</b>	<b>\$ 23,100</b>	<b>\$ 40,140</b>	<b>\$ 70,560</b>	<b>\$ 65,975</b>	<b>\$ 42,210</b>	<b>\$ 715,975</b>

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SCOPE of SERVICES  
TASKS and FEES MATRIX

DAY CPM Services

Scope of Work Task Number	Scopes of Work Tasks / Deliverables Descriptions	Responsible Party / Hours							Total Hours	Responsible Party / Percent of Task Hours							Cost by project participant per task							Total Cost		
		DAY CPM Services								DAY CPM Services							DAY CPM Services									
		Principle In Charge	PM	QA/QC Review	Admin	A-Team	Ukiah Engin'g.	Sundeleaf + Assoc.		Principle In Charge	PM	QA/QC Review	Admin.	A-Team	Ukiah Engin'g.	Sundeleaf + Assoc.	Principle In Charge	PM	QA/QC Review	Admin.	A-Team	Ukiah Engin'g.	Sundeleaf + Assoc.			
<b>Phase 2: Construction Oversight, Quality Control and Assurance</b>																										
2.0	Review and revise the Detailed Work Plan from Phase 1.	10	30	0	0	0	0	0	40	25.0%	75.0%	0.0%	0.0%	0.0%	0.0%	0.0%	\$1,300	\$3,150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,450
2.1	Assist the PWB construction manager in overseeing and managing the CM/GC construction contract. Schedule and manage weekly project meetings with the construction contractor during construction. Provide weekly minutes to the PWB and CM/GC.	75	325	75	60	236	25	25	821	9.1%	39.6%	9.1%	7.3%	28.7%	3.0%	3.0%	\$9,750	\$34,125	\$8,250	\$3,300	\$24,780	\$3,625	\$3,350	\$0	\$87,180	
2.2	Coordinate and manage the move of PWB employees and office furniture into the temporary office workspaces.	8	35	0	60	0	0	150	253	3.2%	13.8%	0.0%	23.7%	0.0%	0.0%	59.3%	\$1,040	\$3,675	\$0	\$3,300	\$0	\$0	\$20,100	\$0	\$28,115	
2.3	Assist the PWB with construction contract administration including review and response to submittals, Requests for Information (RFIs), substitution requests, force accounts, construction change directives, change orders, progress payments and claims. [Deliverable]	60	250	0	60	1,020	0	10	1,400	4.3%	17.9%	0.0%	4.3%	72.9%	0.0%	0.7%	\$7,800	\$26,250	\$0	\$3,300	\$107,100	\$0	\$1,340	\$0	\$145,790	
2.4	Manage the construction Quality Assurance Program. 1. Meet w/ CM/GC & PWB; 2. 90-day look ahead schedule review; 3. Weekly site visits; 4. Coordinate between permitting agencies; 5. Advise PWB re: special inspections; 6. Advise PWB re: claims; 7. Review CM/GC Requests for Payments; 8. Review maintenance & operating instructions. (Deliverable).	20	175	200	60	25	0	15	495	4.0%	35.4%	40.4%	12.1%	5.1%	0.0%	3.0%	\$2,600	\$18,375	\$22,000	\$3,300	\$2,625	\$0	\$2,010	\$0	\$50,910	
2.5	Change Management Activities	20	100	0	0	0	0	0	120	16.7%	83.3%	0.0%	0.0%	0.0%	0.0%	0.0%	\$2,600	\$10,500	\$0	\$0	\$0	\$0	\$0	\$0	\$13,100	
2.6	Construction Status Meetings (monthly) with PWB, CM/GC and A&E team.	25	250	25	25	230	25	25	605	4.1%	41.2%	4.1%	4.1%	38.0%	4.1%	4.1%	\$3,250	\$26,250	\$2,750	\$1,375	\$24,150	\$3,625	\$3,350	\$0	\$64,750	
2.7	Manage document control and cost control during design and construction, provide PWB with monthly status reports. [Deliverable]	20	220	0	40	175	0	0	455	4.4%	48.4%	0.0%	8.8%	38.5%	0.0%	0.0%	\$2,600	\$23,100	\$0	\$2,200	\$18,375	\$0	\$0	\$0	\$46,275	
2.8	Monthly Progress Reports including 1. Scope; 2. Risk; 3. Dispute resolution; 4. Change management; 5. Quality; 6. Construction photos.	0	300	0	0	0	0	0	300	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	\$0	\$31,500	\$0	\$0	\$0	\$0	\$0	\$0	\$31,500	
2.9	Relocate PWB staff, furnishings & equipment from temporary facilities to new permanent facilities.	0	80	0	20	0	0	80	180	0.0%	44.4%	0.0%	11.1%	0.0%	0.0%	44.4%	\$0	\$8,400	\$0	\$1,100	\$0	\$0	\$10,720	\$0	\$20,220	
2.10	Monitor, verify, and document all building commissioning work; manage the removal of all temporary facilities and the removal or abandonment of all related utilities.	3	80	0	60	48	0	62	253	1.2%	31.6%	0.0%	23.7%	19.0%	0.0%	24.5%	\$390	\$8,400	\$0	\$3,300	\$5,040	\$0	\$8,308	\$0	\$25,438	
2.11	Provide project closeout including the deliverables described in Part 1, Section B, Item 3, Deliverables and Schedule. Ensure the delivery to the owner, and [verify CM/GC completion of the] insertion in related as-built binders of all warranty documents. [Deliverables]	3	300	0	77	130	0	40	550	0.5%	54.5%	0.0%	14.0%	23.6%	0.0%	7.3%	\$390	\$31,500	\$0	\$4,235	\$13,650	\$0	\$5,360	\$0	\$55,195	
<b>Subtotals Phase 2</b>		<b>244</b>	<b>2,145</b>	<b>300</b>	<b>482</b>	<b>1,864</b>	<b>50</b>	<b>407</b>	<b>5,472</b>	<b>4.5%</b>	<b>39.2%</b>	<b>5.5%</b>	<b>8.4%</b>	<b>34.1%</b>	<b>0.8%</b>	<b>7.4%</b>	<b>\$31,720</b>	<b>\$225,225</b>	<b>\$33,000</b>	<b>\$25,410</b>	<b>\$195,720</b>	<b>\$7,250</b>	<b>\$54,838</b>	<b>\$0</b>	<b>\$572,863</b>	
Optional "Garage" Alternate - TBD / T&M per "Pre-Bid Meeting"		0	0	0	0	0	0	0	0	0	0	0	0	0	0	7.4%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$572,863
<b>Proposal Totals</b>		<b>627</b>	<b>5,185</b>	<b>510</b>	<b>1,192</b>	<b>2,536</b>	<b>505</b>	<b>722</b>	<b>12,277</b>	<b>5.1%</b>	<b>50.4%</b>	<b>4.2%</b>	<b>9.7%</b>	<b>20.7%</b>	<b>4.1%</b>	<b>5.9%</b>	<b>\$1,510</b>	<b>\$49,425</b>	<b>\$6,100</b>	<b>\$5,550</b>	<b>\$266,280</b>	<b>\$73,225</b>	<b>\$96,748</b>	<b>\$0</b>	<b>\$1,288,838</b>	
Proposal Totals "Check"		627	5,185	510	1,192	2,536	505	722	12,277	5.1%	50.4%	4.2%	9.7%	20.7%	4.1%	5.9%	\$1,510	\$49,425	\$6,100	\$5,550	\$266,280	\$73,225	\$96,748	\$0	\$1,288,838	
Project Reimbursables																									\$35,000	
<b>Total Contract Amount</b>																									<b>\$1,323,838</b>	

2010 Hourly Billing Rates:  
 Principal In Charge = \$ 130.00  
 QA/QC Review = \$ 110.00  
 Project Manager / Prime = \$ 105.00  
 Technical Support - Ass't Project Manager / A-Team = \$ 105.00  
 Cost Estimating / Ukiah Engineering = \$ 145.00  
 Temporary Facilities & Relocation / Sundeleaf+Associates = \$ 134.00  
 Administrative Support = \$ 55.00

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