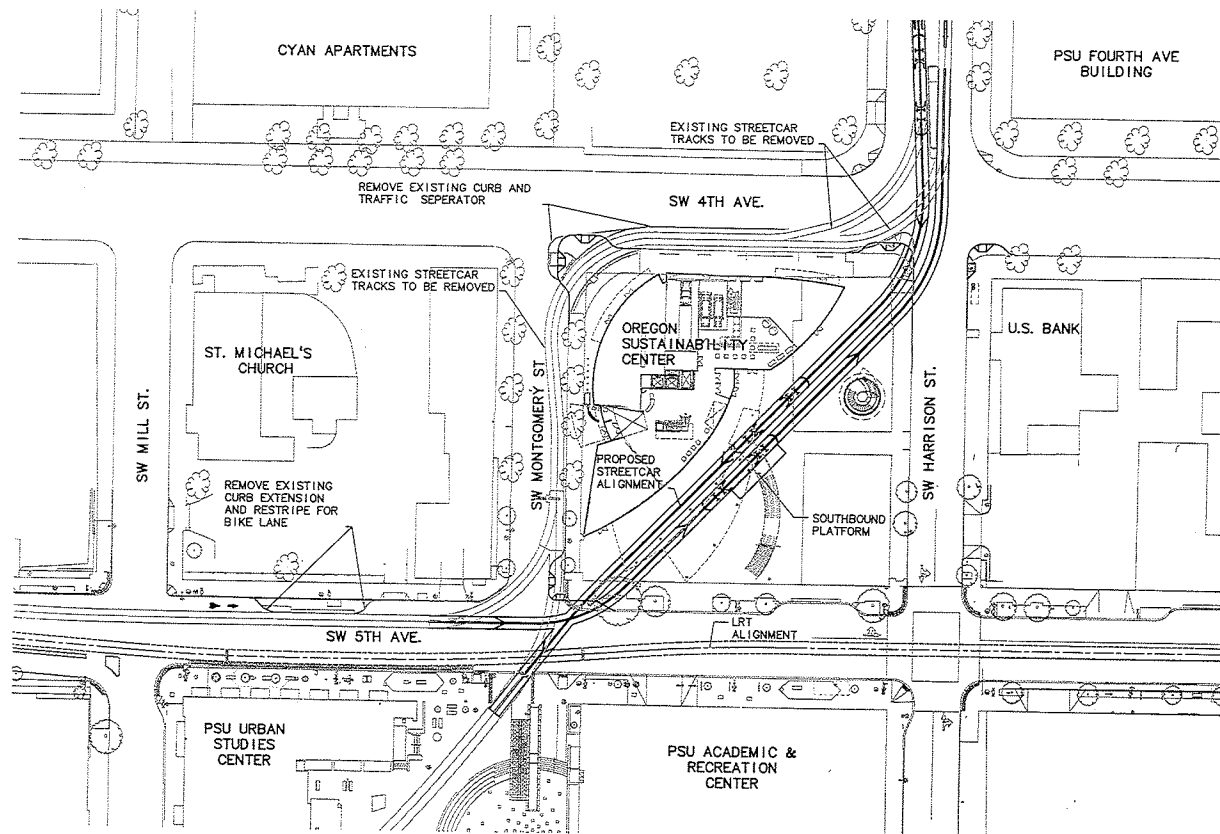


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36~xscar~1
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LTrace:10
PSafe:0
ViaRetn:1

```

**URS**

SW 4TH AVE. STREETCAR  
REALIGNMENT

DOUBLE TRACK DIAGONAL

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

**CONTRACT NO. TBD**

**SHORT TITLE OF WORK PROJECT:  
Block 153 Streetcar Relocation project**

This contract is between the City of Portland ("City," or "Bureau") and URS, hereafter called Contractor. The City's Project Manager for this contract is Shoshanah Oppenheim.

**Effective Date and Duration**

This contract shall become effective on the latest date when all parties have signed this contract. This contract shall expire, unless otherwise terminated or extended, on 12/01/13.

**Consideration**

- (a) City agrees to pay Contractor a sum not to exceed \$350,310 for accomplishment of Phase One Alignment Refinement and 60 % Design. In the event the City elects to proceed with Phase Two (Final design & Construction Engineering), City agrees to pay Contractor an additional sum not to exceed \$315,395 for accomplishment of Phase Two. Phase Two may not be initiated without a written Notice to Proceed from the Bureau of Transportation..
- (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): URS Corporation

Address: 111 SW Columbia Street, Suite 1500 Portland, Oregon 97201

Employer Identification Number (EIN) # 94-1716908

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

City of Portland Business License 204152

Citizenship: Yes 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.

**TERMS AND CONDITIONS**

**1. Standard of Care:** Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

**2. Effect of Expiration**

Passage of the contract expiration date 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 corrected.

**3. Order of Precedence**

This contract consists of these Terms and Conditions, and the Statement of Work and Payment Schedule. In the event of any apparent or alleged conflict the conflict will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule. c) Any exhibits attached to the contract. d) The City's solicitation document from which this contract resulted. These provisions supersede and take precedence over any exhibits attached to the Contract.

**4. Early Termination of Contract**

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

#### **5. Remedies and Payment on Early Termination**

(a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.

(b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.

(c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.

(d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).

(e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

#### **6. 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.

#### **7. Compliance with Applicable Law**

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

#### **8. Indemnification for Property Damage and Personal Injury**

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

#### **9. Insurance**

During the term of this contract, Contractor shall maintain in force at its own expense, the 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) Commercial 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 Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by Bureau   X  

Waiver by Bureau       

(c) 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 non-owned vehicles, as applicable:

Required by Bureau   X  

Waived by Bureau       

(d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence.

Required by Bureau   X  

Waived by Bureau       

(e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 10 days written notice from the Contractor or its insurer(s) to the City.

(f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**10. Ownership of Work Product**

All work product produced by the Contractor under this contract is the exclusive property of the City. "Work Product" includes, but is not 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.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets and other proprietary rights of Contractor are and will remain the exclusive property of Contractor.

**11. EEO Certification:** In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

**12. Equal Benefits**

Contractor must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

**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 promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

**17. Governing Law/Venue**

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. 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 Contract.

**20. Prohibited Conduct**

The Contractor shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

**21. Payment to Vendors and Subcontractors**

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

**22. Access to Records**

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

**23. Audits**

(a) The City 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 paragraph 23. 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 exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

**24. Electronic Signatures**

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

**25. Merger Clause**

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

**26. Dispute Resolution/Work regardless of disputes**

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

**27. Progress Reports: /\_\_\_/ Applicable /\_X\_/ Not Applicable**

If applicable, the Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

**28. Contractor's Personnel: /\_X\_/ Applicable /\_\_\_/ Not Applicable**

If applicable, the Contractor shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

**29. Subcontractors**

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors without prior written consent is a material breach of contract.

**30. Third Party Beneficiaries**

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

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**STATEMENT OF THE WORK  
AND PAYMENT SCHEDULE**

**SCOPE OF WORK**

The URS team will provide the following scope of work

- Work with the Portland Bureau of Transportation (PBOT) and coordinate with the Portland Development Commission and the OSC developer to develop the final designs for the streetcar relocation
- Work with PBOT to create a final design that optimizes traffic, streetcar and other transit operations.
- Design efforts will accommodate cyclists and pedestrians.
- Coordinate the design with Portland Streetcar operations staff to ensure the final design meets operating objectives, safety and related system requirements.
- Work with TriMet and PBOT to coordinate the relocation of track and overhead electrical system as related to the crossings of light rail tracks and overhead electric systems. Coordination of the design and construction activities with TriMet will be critical to the overall schedule and cost of the project. Insure coordination with Portland State University as required to keep this key partner informed about potential impacts of the track relocation project.

**I. PHASE 1: ALIGNMENT REFINEMENT AND 60% DESIGN****A. Task 1: Project Management and Administration**

**Specific Tasks:**

- Coordinate design and planning tasks and contract cost control.
- Conduct regular project team meetings, prepare and distribute meeting minutes to all interested parties.
- Attend up to 10 project-related meetings as necessary with City and other agencies and stakeholders.
- Coordinate with the Oregon Sustainability Center project team, PDC, PBOT, TriMet, PSI and other stakeholders in final design development
- Coordinate QA/QC practices to promote high quality deliverables that are technically sound and coordinated with all project elements and stakeholder requirements.
- Assist in review of project scope and value-engineering ideas.
- Support City and stakeholders by providing necessary information to support Project approval processes.

**Deliverables:**

- Twice monthly report of activities, project issues, progress of deliverables, revisions to schedule, and contract budgets (Assumes 10 reporting periods – 5 months).
- Monthly Report of subcontractor utilization and payment.
- Design Report documenting current understanding of project scope, alignment, estimated costs and issues/cost pressures to be addressed as project advances into detailed design.

**Task 2: Preliminary Design 30% Plans****Specific Tasks:**

- Confirm the existing basemapping with a field check to verify accuracy, site conditions and supplement additional topographic survey as necessary..
- Coordinate with PBOT survey section and drafting section to determine design/drawing file setup.
- Advance the selected alignment alternative to a 30% level of design such that the project footprint is established for right of way acquisition/dedications and a 30% level project cost estimate can be prepared. The 30% design plans will include horizontal and vertical track alignments, street plan and profile sheets with curb ramps shown, temporary access scenarios, typical sections and detail sheets, and the general notes sheet.
- Coordinate storm drainage design with BES to look for capitalize on innovative/cooperative methods and opportunities for handling storm water in conjunction with the OSC development of the Block 153 as well as the planned Green Street improvements for Montgomery Street
- Coordinate with potentially affected utilities within the project footprint, with early contact about the project and possible conflicts with existing and planned utilities.
- Conduct right of way research and prepare right of way maps, exhibits and legal descriptions in coordination with PBOT staff who will procure the required permanent and temporary easements.
- Prepare an index of applicable Standard PBOT technical specifications, and anticipated special provisions, as well as anticipated specialty specifications related to the Streetcar track and systems.
- Develop and maintain a Design Review and Comments Log that tracks decision making and resolution of work products and project issues, such that a record exists of who, why, and how issues are resolved.
- Upon completion of 30% submittal, conduct a preliminary Design Review Meeting with PBOT Team addressing outstanding project issues for resolution, utilizing the Design Review and Comments log.

**Deliverables:**

- Exhibits to illustrate the project site and alternatives considered for the design workshops.
- Design Report documenting current understanding of project scope, alignment, estimated costs and issues/cost pressures to be addressed as project advances into detailed design.
- 30% level plan set, cost estimate and a Technical Specifications Index.
- Design Review and Comments Log.
- Right of way map, exhibits and legal descriptions for procurement.

**Task 3: Utility Coordination and 60% Design****Specific Tasks:**

- Advance street design to 60% design level, including track and roadway plan and profile sheets, typical sections and details, drainage/stormwater plans, stop plans, retaining wall plans, signing and striping plans, TPDT and temporary access plans, signal modification plans, street lighting and landscaping plans.
- Identify utility conflicts early through the use of composite plans that show known utilities and all proposed improvements that could impact those utilities. Notify utilities of schedule and impacts as appropriate to begin their relocation design. Identify problem areas/conflicts with utilities.
- Advance streetcar track and catenary system to a 60% design level, including horizontal and vertical track alignment, track design sections, OCS layout, calculations for supports, and coordinate with signal and street lighting design.
- Continue to coordinate with and show critical design items with the OSC Project team and PDC, including lighting, landscaping/stormwater treatment facilities and structural elements as required.

- Develop the engineers estimate to a 60% level, with a narrative that describes assumptions, methodologies, inclusions and exclusions, and discusses the recommended level of contingencies for this stage.
- Prepare the Project Technical Specifications utilizing PBOT's Standard and Supplemental Special Provisions. Include special provisions for streetcar track and systems.
- Prepare 1:20 scale composite plots to present at a Quality Control Check meeting. Record any design or utility conflicts and resolve as part of the 60% submittal process.
- Incorporate review comments into the Design Review and Comments Log developed in Task 2, and incorporate into the final 60% submittal.

**Deliverables:**

- 60% level plans, specifications and engineers' estimate.
- Composite utility maps to identify project impacts.
- OCS structural support calculations.
- 1:20 scale composite map to utilize in the Quality Control check meeting.
- Exhibits as needed to illustrate design development for stakeholder meetings and the OSC project team.
- Design Review Comments Log

**II. PHASE 2: FINAL DESIGN AND CONSTRUCTION ENGINEERING (CONTINGENT TASKS)**

Upon receipt of the Notice to Proceed for this contingent task, the URS/SOJ team is prepared to proceed immediately into final design development for the project. Specifically, the URS/SOJ team will perform the following tasks:

**A. Task 1: Project Management and Administration (continued from Phase 1)**

**1. Specific Tasks:**

- Coordinate final design and tasks and contract cost control.
- Conduct regular project team meetings, prepare and distribute meeting minutes to all interested parties.
- Attend up to 10 project-related meetings as necessary with City and other agencies and stakeholders.
- Coordinate with the Oregon Sustainability Center project team, PDC, PBOT, TriMet, PSI and other stakeholders in the development and review of a final design.
- Coordinate QA/QC practices to ensure high quality deliverables that are technically sound and coordinated with all project elements and stakeholder requirements
- Assist in review of project scope and value-engineering ideas.
- Support City and stakeholders by providing necessary information to support Project approval processes.

**Deliverables:**

- Twice monthly report of activities, project issues, progress of deliverables, revisions to schedule, and contract budgets (Assumes 10 reporting periods – 5 months).
- Monthly Report of subcontractor utilization and payment.

**B. Task 4: Final Design**

**1. Specific Tasks:**

- Advance the 60% level design to a final PS&E package for advertisement.
- Provide review submittals at 70%, 90%, and 95%.
- Maintain the Design Review Submittal Log, incorporating/resolving comments as appropriate.
- Monitor corrections and changes to design to comply with responses to design review comments
- Assist in utility coordination, agreements and determination of relocation requirements.
- Complete design for utilities, as directed.
- Optimize traffic, streetcar and other transit operations through coordination with the City traffic engineering staff, as well as streetcar operations and TriMet staff.
- Integrate the streetcar improvements with a convenient and safe, barrier-free environment for pedestrians, bikes and motor vehicles.

**2. Deliverables:**

- Review plans and specifications at 70%, 90%, and 95%.
- 100% Complete Bid Package (PS&E)
- Exhibits as needed to illustrate design development for stakeholder meetings and the OSC project team.

- Design Review Comments Log

C. Task 5: Legal Descriptions

- Specific Tasks: Prepare illustrations of project/property impacts to assist in negotiations.
- Prepare exhibits to accompany the legal descriptions.
- Prepare legal descriptions for all permanent and temporary required easements and dedications.
  1. Deliverables:
- Right-of-way map, exhibits and legal descriptions for procurement for any additional right of way not identified in Phase 1.

D. Task 6: Construction Engineering and Support

- Specific Tasks: Assist in finalizing Contract for Construction
- Respond to bidder's questions to clarify the bid documents as necessary.
- Prepare and issue addenda if necessary.
- Prepare revised plans and a conformed set for construction if required.
- Assist with bid evaluations for irregularities if desired.
- Conduct weekly construction team meeting to identify and resolve issues related to construction and related issues.
- Provide contract administration, including processing of payment applications, contract changes, submittal management, and other administrative functions required to ensure project delivery is on time and on schedule.
- Develop and implement a community relations program.
- Coordinate construction activities, including interface of construction with active streetcar and light rail systems.
- Provide construction engineering assistance to PBOT, including attending the pre-construction conference, design modifications as necessary, responding to RFIs, review shop drawings, observe construction as requested, provide daily observation logs after all site visits, provide specialty inspections for non-standard construction items, systems, fabrication, etc.
- Provide an on-call archeologist.
- Attend pre-acceptance walk through and assist with punch list preparation for final project acceptance.
- Prepare as-built drawings.
  1. Deliverables:
    - Pre-construction agenda items.
    - Minutes of weekly construction meetings and related meetings.
    - Community relations program.
    - Addenda as necessary.
    - RFI responses.
    - Observation logs.
    - Shop drawing review correspondence.

2. Supplemental Deliverables :

The URS team is also able to provide the following additional services if appropriate:

- Review of alternative contracting methods.
- Development of Request for Proposal documents in the event a Construction Manager/General Contractor (CM/GC) approach is utilized.

**CONTRACTOR PERSONNEL**

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

NAME	ROLE ON PROJECT
------	-----------------



Mark Dorn	VP and Principal in Charge
Stephanie Maltby PE	Technical Project Manager

#### SUBCONTRACTORS

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

NAME	ROLE ON PROJECT
Blue Dot Group	Surveying
Nevue Ngan	Landscape and stormwater design, green street development/design
Convergent Pacific	Structural Design
ACE Consultants	Water/ Utilities
SOJ	Project Management/Stakeholder collaboration

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

The compensation for Phase One of the contract shall not exceed \$350,310. After the completion of Phase One, The City may provide a Notice to Proceed to the Contractor and initiate Phase Two. The maximum that the Contractor can be paid for Phase Two shall not exceed \$315,395. The "not to exceed" amount in Phase One & Phase Two includes all payments to be made pursuant to this contract as outlined above, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Contractor may be less than that amount.

The City is not obligated to initiate Phase Two or retain the Contractor to perform Phase Two.

The Contractor is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Contractor based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete work outlined in the specific Phase based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Contractor remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's bills previously submitted for acceptable work performed and approved.

#### PAYMENT TERMS: Net 30 Days

##### Hourly Rates

The billing rates shall not exceed those set forth below:

URS Employee		Classification	Billing Rate
Bonnart	Sebastian	Geologist	85.00
Cerney	Dale	Engineer	96.52
Choi	Christina	Graduate Engineer	78.29
Cullen	Ruth	Project Administrator	75.43
Dabkowski	Jim	Senior Engineer	125.00
Dial	Jacob	Engineer	67.54

Dorn	Mark	Project Director	222.48
Edwards	Mike	Project Engineer	150.00
Ervin	Robert	Senior Drafter	74.16
Hanson	Phyllis	Senior Designer	83.59
Jaff	Omar	Senior Engineer	137.09
Lostra	John	Project Engineer	154.68
Lundberg	Rod	Engineer	101.49
Maltby	Stephanie	Project Manager	158.92
Martin	Tim	Engineer	113.89
Meyer	Marcia	Project Administrator	65.00
Mills	Dan	Project Engineer	158.92
Munroe	Shari	Senior Engineer	120.99
Patrouch	John	Senior Engineer	122.05
Ruff	Betty	Senior Drafter	75.00
Weyrauch	Bill	Principle Engineer	165.00
Yazzolino	Lindsay	Engineer	87.51
<b>Shiels Oblatz Johnsen</b>			
MacNichol	Carter	Project Manager	200.00
Korsak	Bill		160.00
Dannen	Kay		150.00
		Admin Support	55.00
<b>DKS</b>			
Coffey	Peter	Principle in Charge	170.00
Beckwith	Dana	Project Manager	125.00
Schroeder	N	Project Engineer	95.00
Svicarovich	K	Engineer	75.00
Copeland	B	QA/QC	145.00
Harkins	R	CADD	75.00
Peterson	Becca	Admin	75.00
<b>Nevue Ngan</b>			
		Principle	130.00
		Landscape Architect	85.00
<b>Elcon</b>			
		Project Manager	190.00
		OCS Engineer	190.00
		Engineer	135.00
		CADD	85.00
<b>Bluedot</b>			
		Principle	148.84
		Prof Land Surveyor	105.84
		Project Manager	95.26
		Survey Tech V	82.69
		Survey Tech IV	75.41
		Survey Tech III	66.15
		Survey Tech/GPS	100.41

		Survey Tech/Inst	90.41
		2-man field crew	122.38
		Project Assistant	56.23
<b>Convergent Pacific</b>			
Li	Hardy	Principal Engineer	157.61
Randall	M	Designer/CADD	77.69
Zhao	Iris	Project Administrator	93.23
<b>ACE Consulting</b>			
Jou	W	Water/Utilities	139.00
Swanson	S	Water/Utilities	85.00

### Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

Drilling Contractor	\$4,982.00	
	Phase 1	Phase 2
Printing	\$1,000.00	\$1,500.00
Equipment Rental, Travel, etc.	\$300.00	
Field Supplies	\$1,500.00	\$1,500.00
County Surveyor Filing Fee	\$325.00	
Traffic Control during survey	\$600.00	

### 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 0%.

### 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 15<sup>th</sup> 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 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 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 \_\_\_\_\_ Date \_\_\_\_\_ Entity \_\_\_\_\_

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.

**URS**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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: \_\_\_\_\_  
Office of City Attorney**APPROVED AS TO FORM***Paula Henry*  
**CITY ATTORNEY**Date: 5/10/2011