

City of Portland-Bureau of Environmental Services
Estimated Fees for Design Services for SE Clay Green Street Project
RFP No. BES117

KPFF Consulting Engineers
May 16, 2011

Billing Rate:	KPFF Consulting Engineers								Rivero Design		GreenWorks							3D InFusion		Total Hours by Task	Total Labor Cost by Task
	\$153.19	\$128.09	\$112.75	\$87.64	\$80.86	\$63.84			\$70.00		\$161.20	\$125.19	\$82.16	\$64.16	\$94.87			\$103.54			
Staff Position:	PIC / PM	PM / Civil Lead	Project Eng.	Project Eng.	Design Eng. / Designer	Staff	Hours	Labor Cost	CADD	Labor Cost	Principal	Senior Associate II	Landscape Designer II	Landscape Designer I	Project Assistant	Hours	Labor Cost	Sr. CADD	Labor Cost		
Task 1 - Project Management and Administration																					
Contract Administration	8	16				10	34	\$ 3,913		\$ -		4			8	12	\$ 1,260		\$ -	46	\$ 5,173
Schedule development and updates	4	6					10	\$ 1,381		\$ -						0	\$ -		\$ -	10	\$ 1,381
QA / QC	16	4					20	\$ 2,963		\$ -	8	8				16	\$ 2,291		\$ -	36	\$ 5,255
Kick-off meeting	4	4				2	10	\$ 1,253		\$ -	2	2				4	\$ 573		\$ -	14	\$ 1,826
Bi-weekly PM meetings (15)	15	8					23	\$ 3,323		\$ -						0	\$ -		\$ -	23	\$ 3,323
Design Review Mtgs with BES (up to 4)	12	16				4	32	\$ 4,143		\$ -		12	8			20	\$ 2,160		\$ -	52	\$ 6,303
Subtotal:	59	54	0	0	0	16	129	\$ 16,977	0	\$ -	10	26	8	0	8	52	\$ 6,283	0	\$ -	181	\$ 23,260
Task 2 - Research and Data Gathering																					
Review Survey		2	4	4	2		12	\$ 1,219		\$ -		4	8			12	\$ 1,158		\$ -	24	\$ 2,378
Review Design Criteria		2		4			6	\$ 607		\$ -						0	\$ -		\$ -	6	\$ 607
Review PBOT parking study		1		4			5	\$ 479		\$ -						0	\$ -		\$ -	5	\$ 479
Obtain utility mapping						8	8	\$ 511		\$ -						0	\$ -		\$ -	8	\$ 511
Site visit and photos				8	8	4	20	\$ 1,603		\$ -	4	4				8	\$ 1,146		\$ -	28	\$ 2,749
Meeting with BES and PBOT	4	4				1	9	\$ 1,189		\$ -		2				2	\$ 250		\$ -	11	\$ 1,439
Technical Memorandum		2	1	4		1	8	\$ 783		\$ -		4	4			8	\$ 829		\$ -	16	\$ 1,613
Subtotal:	4	11	5	24	10	14	68	\$ 6,391	0	\$ -	4	14	12	0	0	30	\$ 3,383	0	\$ -	98	\$ 9,775
Task 3 - Public Involvement Assistance																					
Attend up to 3 public meetings	12	12					24	\$ 3,375		\$ -		12	12			24	\$ 2,488		\$ -	48	\$ 5,864
Develop support graphics		3		10	12		25	\$ 2,231		\$ -		6	20	60		86	\$ 6,244		\$ -	111	\$ 8,475
Subtotal:	12	15	0	10	12	0	49	\$ 5,606	0	\$ -	0	18	32	60	0	110	\$ 8,732	0	\$ -	159	\$ 14,338
Task 4 - Preliminary Design																					
Truck Turning Movement Study		1	4	8		1	14	\$ 1,344		\$ -						0	\$ -		\$ -	14	\$ 1,344
Design Workshop with Stakeholders	4	4		4		2	14	\$ 1,603		\$ -		8	8			16	\$ 1,659		\$ -	30	\$ 3,262
Meeting w/ City's artist	3	3				1	7	\$ 908		\$ -	3	3				6	\$ 859		\$ -	13	\$ 1,767
Preliminary Design Report		1	4	12	2	1	20	\$ 1,856		\$ -						0	\$ -		\$ -	20	\$ 1,856
Preliminary Design Plans & Est.	4	12	20	60	40		136	\$ 12,898	100	\$ 7,000	1	24	32	60		117	\$ 9,644	32	\$ 3,313	385	\$ 32,855
Preliminary Special Provisions		1	2			4	7	\$ 609		\$ -		8	4			12	\$ 1,330		\$ -	19	\$ 1,939
Revise ramps and piping at 9th and 10th		1		8	4		13	\$ 1,153		\$ -						0	\$ -		\$ -	13	\$ 1,153
							0	\$ -		\$ -						0	\$ -		\$ -	0	\$ -
Subtotal:	11	23	30	92	46	9	211	\$ 20,371	100	\$ 7,000	4	43	44	60	0	151	\$ 13,493	32	\$ 3,313	494	\$ 44,177

KPFF Consulting Engineers
May 16, 2011

Task 5 – Final Design

Task 6 - Services during Bidding

Grand Total Estimated Labor:	\$ 229,889
Grand Total Estimated Expenses:	\$ 500
Grand Total Estimated Budget:	\$ 230,389

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

CONTRACT NO. _____

SHORT TITLE OF WORK PROJECT:
SE Clay Green Streets – 10th to Water Avenues

This contract is between the City of Portland ("City," or "Bureau") and KPFF Consulting Engineers, hereafter called Contractor. The City's Project Manager for this contract is Bill Owen.

Effective Date and Duration

This contract shall become effective on July 15, 2011. This contract shall expire, unless otherwise terminated or extended, on June 30, 2012.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$230,390 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): KPFF Consulting Engineers

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

Employer Identification Number (EIN) 91-0755897
[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business License # 141462-01

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.

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: / X / Applicable / ___ / 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.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

This phase of the SE Clay Green Street project includes the design of green street facilities and pedestrian access enhancements along SE Clay Street from SE Water Avenue to SE 10th Avenue. This project will include work accomplished under the Phase 1 design effort to form a single construction contract document. The following text describes the tasks, deliverables, and assumptions associated with this work:

Task 1 – Project Management and Administration

- Monitor scope, schedule, and budget
- Develop and maintain an overall project schedule
- Coordinate and prepare monthly invoices
- Quality assurance and quality control
- Attend project kick-off meeting to review project goals with City staff
- Attend up to four (4) design review meetings with the City staff during the development of the project
- Hold bi-weekly design status meetings with the City project manager at Contractor's office. These meetings may occur concurrently with design team meetings or as a separate meeting between the City's PM and Contractor's PM.

Deliverables: Project schedule and updates, monthly invoice and status reports, meeting agendas, and meeting minutes.

Task 2 – Research and Data Gathering

This task will focus on verification that design criteria previously established is still valid and that survey data provided by BES is adequate for design. Specific elements of work under this task include:

- Review BES provided survey base map and identify additional survey information needed to support the design.
- Review design criteria established in earlier work and update as necessary to reflect additional requirements or changes to those criteria.
- Review recent parking study conducted in the project area by PBOT.
- Review of hazardous materials and geotechnical assessments for the corridor provided by BES.
- Obtain mapping from public and franchise utility providers to identify existing facilities within the project area.
- Conduct a site visit to identify existing conditions that may affect the design including identification of existing on-street parking and photograph existing conditions.
- Conduct initial meeting with BES and PBOT to identify project requirements specific to the project area, including design vehicles and required freight access routes within the neighborhood.
- Review documented lessons learned from recent BES green street projects.

Deliverables: Technical memorandum identifying design criteria and request for additional survey, if required.

Task 3 – Public Involvement Assistance

- Support public involvement efforts led by BES staff by attending up to three public meetings through the design phase.
- Prepare supporting graphics for public meetings.

Deliverables: Project graphics as appropriate to support public meetings.

Task 4 – Preliminary Design

Based on the existing conditions and design criteria defined above, the master plan design will be re-visited and refined. The primary subtasks are as follows:

- Review and update our team's truck turning movement analysis performed for the corridor as part of Phase 1 and prepare technical memorandum documenting findings including anticipated loss of on-street parking within the corridor.
- Conduct a design workshop with appropriate City staff and key stakeholders to review master plan design and work completed as part of Phase 1 to identify necessary changes.
- Coordinate with Community Design Plan efforts to identify locations for features to be incorporated including one meeting with the City's selected artist.
- Prepare a Draft Preliminary Design Report to include:
 - Preliminary hydrologic and hydraulic analysis of performance of proposed vegetated infiltration facilities
 - Alternatives to avoid conflicts with existing utilities
 - Potential impacts to existing on-street parking
 - Identify required permits and easements to complete this project, including a schedule to obtain them.
 - Identify issues remaining to be resolved
- Submit Draft Preliminary Design Report for review and incorporate comments received into a Final Preliminary Design Report.
- Prepare project plans to a 30% level of completion. These plans will identify the "foot print" of the proposed improvements, location of all trees in stormwater facilities, and all major cost items.
- Update drawings prepared for improvements at 9th and 10th intersections to reflect recently updated standards for curb ramp designs and to address comments related to piping arrangements at these locations.
- Prepare an estimate of probable cost for construction based on available data from current projects within the City (+25% to -15% accuracy). The estimate will also incorporate estimates prepared for improvements at 9th and 10th.
- Prepare an outline of preliminary Special Provisions to the City's 2010 Standard Construction Specifications.
- Update the overall project schedule for all remaining project phases (i.e., design through close-out).

Deliverables: Technical memorandum describing the truck turning movement analysis and anticipated parking loss, Draft and final Preliminary Design Report, 30% design plans, estimate of probable cost of construction, and preliminary special provisions outline, and updated overall project schedule.

Task 5 – Final Design

Following City review of the Preliminary Design documents, we will begin to develop final plans, specifications and contract documents.

- Prepare and submit 60%, 90% & Final Contract Documents for review including:
 - Cover sheet
 - Street intersection plans, profiles, and grading details
 - Drainage plans and details
 - Landscape plans and details (including plant quantities)
 - Site furnishings plans and details
 - Erosion control plans and details
 - Special provisions to technical specifications
 - Updated estimate of probable cost for construction (final to be accompanied by checklist for optimal confidence)
- Prepare and submit plans and specifications ready for bidding incorporating final comments on the Final Contract Documents.
- Integrate character elements from the Community Design Plan into the contract documents.
- Integrate Phase 1 construction documents for improvements at SE 9th and SE 10th Avenue into the Contract Documents.
- Coordinate with franchise utility providers to identify and address impacts to their existing facilities.
- Develop and provide a projected Construction Schedule.
- Conduct QA/ QC and constructability reviews at each submittal milestone.
- Develop and maintain log of City review comments and responses following each submittal.
- Develop and maintain log of utility coordination and decisions
- Prepare supporting documentation for bureau review or permits that may be required for the project. The City will apply for and obtain any permits required for the project.
- Compile the Final Design Report as outlined in the Implementation Procedures for Capital Projects (rev 2.1) with appropriate portions of the report to be provided by the City.

Deliverables: 60% and Final Contract Documents, estimate of probable cost for construction with each submittal, Draft and Final Design Report, and a set of final plans, specifications and contract documents suitable for bidding, Construction Schedule, Design Review Comment Log, and Utility Coordination Log.

Task 6 – Services during Bidding

- Support BES staff during bid period to respond to and document contractor's questions.
- Attend pre-bid meeting led by BES project manager.
- Prepare necessary addenda (assume one addendum).
- Assume attendance at bid opening is not required.
- Submit all remaining project documentation in accordance with BES Engineering Services Filing Index

Deliverables: Documentation of correspondence and discussions with contractors, pre-bid meeting notes, and addenda.

ASSUMPTIONS

- No right of way acquisition will be required to accommodate proposed improvements.
- The preparation of legal descriptions and exhibits for the acquisition of temporary construction easements is not included in this scope of work.
- No relocation of public utility "mains" required.
- Retrofit improvements will be limited to saw-cut and installation of new curbs and sidewalks at proposed facilities.
- BES will prepare technical specifications for handling of any contaminated materials encountered during BES-led environmental assessment during construction.
- BES to provide the most current special provisions to the standard construction specifications for use as a template for development of the projects special provisions.
- Modifications to existing traffic signals are not included.

- Concrete crosswalks are approved for use throughout the corridor except as noted below. We do not anticipate that additional analysis and discussion regarding this topic will be required as part of this effort.
- Concrete crosswalks are not included at the Martin Luther King Boulevard and Grand Avenue intersections.
- Installation of concrete pedestrian railroad panels at the railroad crossing between SE Water Avenue and SE 2nd Avenue is not included.
- Minor modifications to Phase 1 design are anticipated and included.

SERVICES BEYOND DESIGN

The scope of work and fee for consultant services beyond design will be defined at the completion of the final design package, and can only be authorized by written contract amendment in accordance with the City of Portland's PTE contracting rules. Such services may include:

- Services during construction
- Support services during project startup and closeout
- Preparation of a narrative Operation and Maintenance Manual

CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
Curt Vanderzanden	Project Manager / Principal
Paul Dedyo	Civil Engineering Lead
Fred Maddox	Project Engineer
Nick McMurtrey	Project Engineer

SUBCONTRACTORS

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

NAME	ROLE ON PROJECT
GreenWorks, PC	Landscape Architecture Lead
Rivero Design	Civil CADD Support
3D InFusion, PC	Landscape Architecture CADD Support

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. 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 maximum that the Contractor can be paid on this contract is \$230,390 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, 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 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 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.

Fee Schedule

The estimated task breakdown of the "not to exceed" amount is shown in the attached **Exhibit A – Fee Schedule**. Compensation may be reallocated between tasks, with the written approval of the City, provided the total "not to exceed" amount is not exceeded.

Hourly Rates

The billing rates shall not exceed those set forth below:

CATEGORY	BILLING RATE / HR	
	LOW	HIGH
KPFF Consulting Engineers		
Principal	\$153.19	\$184.40
Project Manager / Civil Lead	\$108.09	\$142.99
Project Engineer	\$83.40	\$112.75
Design Engineer/ Designer	\$67.64	\$84.25
CAD Technician	\$59.91	\$80.86
Project Administration / Clerical	\$57.29	\$73.19
GreenWorks, PC		
Principal	\$153.51	\$161.20
Senior Associate II	\$120.50	\$129.12
Senior Associate I	\$112.56	\$115.01
Landscape Architect II	\$91.48	\$104.75
Landscape Architect I	\$82.15	\$86.09
Landscape Designer III	\$89.31	\$106.80
Landscape Designer II	\$80.51	\$89.31
Landscape Designer I	\$64.07	\$75.14
Project Assistant	\$94.89	\$96.69
3D Infusion, PC		
Senior CAD Tech.	\$103.54	\$103.54
Senior Associate II	\$82.93	\$82.93
Senior Associate I	55.80	55.80
Rivero Design		
Civil Designer	\$83.50	\$83.50
CAD Technician	\$70.00	\$70.00

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

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

- Out-of-Town Travel. Travel (transportation, lodging and per diem) of Consultant and/or experts when specified in the contract or requested by BES, directly attributed to specific tasks and when to a location outside a 100 mile radius of Consultant's project office. Travel costs will be reimbursed in accordance with the City's Travel Expense Guidelines, which are based on the General Services Administration (GSA) per diem rates.

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

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 5%.

Progress Payments

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

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any 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.

PAYMENT TERMS: Net 30 Days

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

6/18/11

Entity

KPFF CONSULTING
ENGINEERS

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

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

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

Contractor Signature

Date

CONTRACTOR SIGNATURE:

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

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

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

KPFF CONSULTING ENGINEERS

BY



Date: 5/18/11

Name: CURTIS C. VANDERZANDEN

Title: PRINCIPAL

Contract No. _____

Contract Title: SE Clay Green Streets – 10th to Water Avenue**CITY OF PORTLAND SIGNATURES:**By: n/a
Bureau Director

Date: _____

By: n/a
Chief Procurement Officer

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: **APPROVED AS TO FORM**
Office of City Attorney
Paula Menzies
CITY ATTORNEYDate: 5/20/11

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
5/18/2011

PRODUCER Commercial Lines - (206) 892-9200 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 Union Street, Suite 1300 Seattle, WA 98101-1371	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED KPFF Consulting Engineers, Inc. 1601 5th Avenue, Suite 1600 Seattle, WA 98101	INSURER A: Travelers Indemnity Company	25658
	INSURER B: Charter Oak Fire Insurance Co.	25615
	INSURER C: Phoenix Insurance Company	25623
	INSURER D: Lexington Insurance Company	19437
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	680-1263L238	10/10/10	10/10/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA-1283L587	10/10/10	10/10/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	APPROVED AS TO FORM <i>Amela Mergins</i> CITY ATTORNEY			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				UB-5836Y216
D	OTHER Professional Liability/Pollution Liability	013001587	10/10/10	10/10/11	\$5,000,000 Per Claim/\$5,000,000 Agg. \$100,000 SIR

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

RE: SE CLAY STREETS - 10TH TO WATER AVENUE PROJECT, JOB NUMBER 309255.

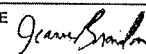
CITY OF PORTLAND, AND ITS AGENTS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED S UNDER GENERAL LIABILITY AS RESPECTS THEIR INTERESTS IN THE INSURED OPERATIONS OF THE NAMED INSURED PER THE ATTACHED ENDORSEMENTS. DJT

CERTIFICATE HOLDER**CANCELLATION** Ten Day Notice for Non-Payment

City of Portland
Attn: Bill Owen, PE
1120 SW 5th Avenue, Room 1100
Portland, OR 97204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

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

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

DISCLAIMER

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

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**PROVISIONS**

COMMERCIAL GENERAL LIABILITY CONDITIONS
(Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- In the performance of your ongoing operations;
- In connection with premises owned by or rented to you; or
- In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- This insurance does not apply to the rendering of or failure to render any "professional services".
- The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- The "bodily injury" or "property damage" for which coverage is sought occurs; and
- The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

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

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

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

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

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