



CERTIFICATE OF LIABILITY INSURANCE

5/31/2011

DATE (MM/DD/YYYY)

5/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Fire Insurance Company		19682
INSURER B: Lloyd's of London		
INSURER C: Hartford Insurance Co of the Midwest		37478
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES BROCA02 PD **CERTIFICATE NUMBER:** 11276446 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	N	37CSEQU0941	5/31/2010	5/31/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	37UENQU0942	5/31/2010	5/31/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX UMBRELLA LIAB OCCUR NOT APPLICABLE EXCESS LIAB CLAIMS-MADE DED RETENTION \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37WNQU0940 37WBRQU0944	5/31/2010 5/31/2010	5/31/2011 5/31/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	LDUSA1000482	5/31/2010	5/31/2011	\$1,000,000 PER CLAIM & AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES. CITY OF PORTLAND, AND ITS AGENTS, OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

APPROVED AS TO FORM 5/20/11

[Signature]

CERTIFICATE HOLDER CITY ATTORNEY 11276446 POR-18 CITY OF PORTLAND BUREAU OF ENVIRONMENTAL SERVICES ATTN: DANIEL J. HEBERT 211 SE CARUTHERS ST., ROOM 200 PORTLAND OR 97214	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NO. _____

SHORT TITLE OF WORK PROJECT:
Fanno Basin Wastewater Pump Station Expansion and Surge Protection

This contract is between the City of Portland ("City," or "Bureau") and Brown and Caldwell, Inc., hereafter called Contractor. The City's Project Manager for this contract is Daniel J. Hebert, P.E.

Effective Date and Duration

This contract shall become effective on August 1, 2011. This contract shall expire, unless otherwise terminated or extended, on July 31, 2016.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$1,861,445 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): BROWN AND CALDWELL, INC.
Address: 6500 SW Macadam Ave. Suite 200, Portland, Oregon 97239
Employer Identification Number (EIN) 94-1446346
[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]
City of Portland Business License # 373682
Citizenship: Nonresident alien Yes No
Business Designation (check one): Individual Sole Proprietorship Partnership X Corporation
Limited Liability Co (LLC) Estate/Trust Public Service Corp. Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

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.

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**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

Task 1 Project Management

Objective: Assemble, manage, and lead the Contractor's project team to meet budget, schedule, and technical objectives.

Work: The following work is included in Task1:

- Prepare a detailed Project Management Plan (PMP) that includes quality assurance/quality control (QA/QC) procedures and maintain and update the PMP as required throughout the project. Obtain Bureau of Environmental Services Project Manager (BES PM) approval of the initial PMP and all subsequent updates.
- Oversee and coordinate the Contractor's project team to ensure qualified technical and support staffing is provided for each subtask to meet project objectives.
- Regularly conduct internal status reviews to develop specific action plans for staying on course to meet budget, schedule, and quality expectations.

- Proactively and routinely communicate with the BES PM throughout the project to identify upcoming activities, issues that need to be addressed, potential hurdles, and proposed corrective actions.
- Conduct weekly progress meetings with the Contractor's project team.
- Facilitate decision-making by identifying and referring technical and policy issues to appropriate team members or advisory panels, leading thorough discussions, and documenting and distributing the resulting decisions.
- Prepare and submit monthly invoices, schedule updates, and status reports in BES PM prescribed format, including the Monthly Subconsultant Payment and Utilization Report.
- Ensure internal QA/QC procedures are applied at appropriate intervals for all deliverables. Conduct senior staff reviews of work products and deliverables.
- Participate in weekly progress phone calls between the BES PM and Contractor's PM.
- Assist the BES PM with the completion of the following design review checklists:
 - Basis of Final Design Checklist
 - 60% Design Checklist
 - 90% Design Checklist

Assumptions: The Task 1 scope of work includes the following assumptions.

- Progress phone calls and other project meetings requested by the BES PM will average six per month during the design phase of the project. This assumption does not include workshops scheduled by Contractor or specified in other tasks.
- Progress phone calls and other project meetings requested by the BES PM will average two per month during the construction and startup/closeout phases of the project.
- The design phase of the project will continue from July 2011 through January 2013, and the project will be advertised for construction bids in February 2013.
- The construction phase of the project will begin in February 2013 and substantial completion will be achieved in December 2014.
- The startup/closeout phase of the project will begin at substantial completion and will continue through February 2015.
- A total of 166 progress phone calls and meetings will be required.

Task 1 Deliverables:

- > Initial PMP
- > PMP Updates
- > Monthly invoices and progress reports
- > Monthly Subconsultant Payment and Utilization Report
- > Design phase checklists with the areas applicable to the Contractor's work product completed

Task 2 Basis of Final Design

Objective: Review all available background information associated with the project and prepare a technical memorandum (TM) summarizing the findings of the review and setting the basis of the final design.

Work: The following work is included in Task 2:

Task 2.1 Collect, Organize, and Review Background Information

Collect, organize, and conduct a comprehensive review of all available background data for the existing pump station, the dual force main systems, prior surge tank facility design and details, influent sewer diversion structure and influent piping, and BES PS design standards. Develop a revised site plan and piping layout with input from the BES staff.

Task 2.2 Basis of Final Design Technical Memorandum

Produce a draft and final technical memorandum (TM) that addresses all requirements for the FAB A PS Expansion and Surge Protection system and appurtenances, yard piping and valving to connect to the existing dual pressure line system and gravity influent diversion structure, and electrical service requirements to provide a dual service feed for the facility. Produce a final TM that addresses and incorporates as appropriate BES review comments from the draft TM.

Assumptions: The Task 2 scope of work includes the following assumptions.

- BES and other appropriate or required staff are available to review draft report.

Task 2 Deliverables:

- DRAFT Basis of Final Design TM
- FINAL Basis of Final Design TM

Task 3 Permitting and Public Outreach Assistance

Objective: Identify the permitting requirements associated with the project and assist BES staff with permit acquisition and provide assistance with public outreach.

Work: The following work is included in Task 3:

Task 3.1 Permitting

Produce a TM that defines applicable permit and regulatory requirements. The TM will include blank application forms and estimated schedules for completion.

Prepare and assemble the required Special Use (Type III LU) and Development Review application package and assist BES staff with the following:

- Attend and participate in the pre-application conference with Washington County planning staff.
- Prepare for and attend the required public meeting. Prepare any required exhibits to be used to illustrate key elements of the design and site layout during the public meeting.
- Coordinate with Washington County planning staff during the completeness review period to provide information required for the application to be deemed "complete".
- Prepare for and attend the public hearing that will be scheduled to consider the application.

Assist BES during the Washington County Building Permit process. This will include preparing the necessary final plans, specifications, and calculations required for permit applications, and responding to and addressing Washington County comments and questions during the review process. It is anticipated that separate application packages will be required for, but not necessarily be limited to:

- Floodplain Alteration Permit
- Grading Permits
- 1200-C Permit
- Foundation Construction Permits
- Building Permits for each proposed structure

Task 3.2 Public Outreach

Assist the assigned BES Public Outreach staff with the development of a public involvement plan that provides businesses, residents and neighborhood groups with project information and opportunities to provide input on project decisions. The assistance will include the preparation of drawings and illustrations of the new facilities as the Final Design progresses that will be used during public presentations.

Assumptions: The Task 3 scope of work includes the following assumptions.

- BES will pay all required application fees.
- BES will arrange and facilitate stakeholder meetings.
- Vegetation Mitigation assumptions are:
 - No trees (>6" dbh) will be removed within a CWS vegetative corridor or within the Significant Natural Resource Area, and
 - Impacts to wetlands will be avoided.
 - The only mitigation that will be required by CWS is the removal of non-native, invasive species within the Vegetated Corridors.
- Permitting assumptions are:
 - The land use review application will need to show that the new pump station is consistent with the City's Public Facilities Plan (PFP). The current PFP does not include this project.
 - The City will provide either an amendment to the PFP to include this project or some other Council approved acknowledgement that documents there is a need for this project and how it fits into the PFP.

Task 3 Deliverables:

- Permitting and Regulatory Requirements TM, including blank application forms and schedules for completion
- Public outreach support graphics

Task 4 Final Design

Objective: Prepare drawings, technical specifications, an Engineer's Estimate of the Probable Cost of Construction, and a Project Construction Schedule based on the recommendations in Basis of Final Design Technical Memorandum.

Work: The following work is included in Task 4:

Task 4.1 Floodplain Analysis

The floodplain analysis includes the following design activities:

- Prepare a Drainage Hazard Analysis (DHA) to address all work that will be required within the Fanno Creek 100-yr floodplain
- Update and modify a previously developed HEC-RAS hydraulic model for the site with new cross-section locations and geometry to model the existing and proposed conditions. Site grading and modeling will need to be refined as necessary to address Washington County's floodplain no-rise requirements.
- Prepare and submit to Washington County a Floodplain Analysis TM to document the revised modeling and site grading for the elements of the project that will be located within the Fanno Creek 100-yr floodplain, which include an influent flow diversion structure, influent piping from the structure to the proposed new wet well, the replacement of an existing culvert, and construction of a new outfall. Contractor will take professional responsibility and be the Engineer-of-Record for the final floodplain permit submittal.

Task 4.2 60% Documents

Preparation of the 60% design submittal documents includes the following design activities:

- Prepare engineering drawings and technical specifications for the facility, developed to the 60% level. Plans shall be prepared using BES's current drafting standards. The 60% review submittal package will include:
 - General drawings to include site and vicinity maps, drawing index, abbreviations, legends, survey control data, general notes, and any other appropriate information
 - Design criteria data summary table, and a graphic depiction of the system curve with the pump performance curves overlain on the graph
 - Plans, sections, and details with proposed final location of major equipment, piping, ducting, and appurtenances
 - Equipment selections that include equipment number, equipment size, equipment power requirements, and basic controls and operating strategies
 - Civil design elements, including: grading, utilities layout, driveway and parking, drainage plan, contractor staging area defined, and proposed landscape improvements
 - Erosion and sediment control plan/drawing
 - Site piping plan with associated control structures
 - Site demolition plans

- Architectural code analysis for the proposed final facility layout
- Architectural plans, elevations, and door and window schedules
- Structural plans and sections
- Process and Instrumentation Diagrams
- Mechanical plans and sections
- HVAC plans and air flow schematic
- Electrical one-line drawings
- Electrical equipment elevation and layout drawings
- Technical specifications, in the 6-digit CSI format, including work sequence and control strategy specifications
- Engineer's Estimate of the Probable Cost of Construction

Task 4.3 60% Design Review Workshop

Conduct 60% design review workshop with BES staff and other interested stakeholders. Discuss the basis of design and present the 60% design package. Discuss with staff ways to improve operational and maintenance performance and ways to reduce costs.

Prepare draft and final meeting minutes to document the 60% design review workshop, and any decisions made during the workshop in a Decision Log.

Task 4.4 90% Documents

Update the 60% design review package to the 90% level. Incorporate comments from BES staff developed during the review of the 60% package. Utilize contractor's construction management staff to compile an estimated Project Construction Schedule based upon the project requirements as described in the 90% engineering drawings and technical specifications.

Task 4.5 90% Design Review Workshop

Conduct 90% design review workshop with BES staff and other interested stakeholders. Present the 90% design package and discuss with staff ways to improve the package and ways to reduce costs.

Prepare draft and final meeting minutes to document the 90% design review workshop, and any decisions made during the workshop in a Decision Log.

Task 4.6 100% Documents

Update the 90% design review package to the 100% level. Incorporate comments from BES staff developed during the review of the 90% package and comments generated from the Washington County Land Use Review process. Update the estimated Project Construction Schedule based upon the project requirements as described in the 100% engineering drawings and technical specifications.

Task 4.7 100% Design Review Workshop

Conduct 100% design review workshop with BES staff and other interested stakeholders. Present the 100% design package and discuss with staff ways to improve the package and ways to reduce costs.

Prepare draft and final meeting minutes to document the 100% design review workshop, and any decisions made during the workshop in a Decision Log.

Task 4.8 Final Documents

Finalize construction documents for the project. The final package will incorporate BES review comments generated at the 100% Design Review Workshop, City of Portland building department review comments, and DEQ comments.

Assumptions: The Task 4 scope of work includes the following assumptions.

- The floodplain modeling and analysis will be accepted by both the BES Modeling Group and Washington County upon initial submittal. The number of revisions required will be limited to one.
- Geotechnical conditions at Shaver site are substantially similar to conditions at existing FABA pump station site.
- Analog and discrete instrument interconnection requirements will be shown on PLC panel drawings in lieu of loop diagrams.
- Contractor will coordinate with PGE for installation of second electrical service to the FABA PS site, detailed design of the electrical service feed will be performed by PGE.
- Contractor will submit 25 copies (1 unbound) of 60%, 90%, and 100% review documents, BES will reproduce any additional copies that may be required.
- BES staff (including Engineering, Operations, Construction, etc...) is available to provide timely reviews of design packages and participate in workshops.
- BES staff will evaluate written comments from reviewers for consistency and compile them into a single list for Contractor.
- Decisions made at review meetings will be documented in a Decision Log and distributed to attendees as part of the meeting minutes. If these decisions are revisited, Contractor will estimate level of effort to incorporate revisions and discuss with BES PM prior to making changes.
- BES staff will reproduce the final documents for advertising and distribution.
- BES will coordinate and prepare the front end contract documents.
- Once work starts on the Final Design, the project schedule is continuous and not put on hold or delayed for a period longer than 45 days.

Task 4 Deliverables:

- Updated HEC-RAS model
- Floodplain Analysis TM
- 60% documents
- Electronic files in AutoCAD format for at least one 60% drawing from each discipline to be reviewed by BES for compliance with BES CAD standards

- Meeting minutes and an updated Decision Log from the 60% Design Review Workshop
- Written responses to 60% design review comments
- 90% documents
- Electronic files in AutoCAD format for at least one 90% drawing from each discipline to be reviewed by BES for compliance with BES CAD standards
- Meeting minutes and an updated Decision Log from the 90% Design Review Workshop
- Written responses to 90% design review comments
- 100% documents
- Electronic files in AutoCAD format for at least one 90% drawing from each discipline to be reviewed by BES for compliance with BES CAD standards
- Meeting minutes and an updated Decision Log from the 100% Design Review Workshop
- Written responses to 100% design review comments
- Final camera-ready documents including one set of full-size originals of sealed drawings, and one set of the compiled technical specifications
- Two sets of original sealed structural calculations
- Final construction cost estimate and estimated construction schedule
- Final AutoCAD files of the plans and Word files of the technical specifications

Task 5 Services during Bidding

Objective: Support City staff during the Advertise-NTP phase of this project.

Work: The following work is included in Task 5:

- Attend the mandatory pre-bid meeting
- Provide written responses to all questions and requests for information or clarifications, and assist BES with the preparation of any required addenda to the Contract Documents

Assumptions: The Task 5 scope of work includes the following assumptions:

- BES staff shall administer the bid phase and alert Contractor to issues that require attention.
- BES shall evaluate bids submitted and prepare a bid analysis and evaluation report.

Task 5 Deliverables:

- Text providing responses to clarifications, addenda items, and bid review

Task 6 Services during Construction

Objective: Support City staff during the construction phase of this project.

Work: The following work is included in Task 6:

- Provide written interpretation and clarification of design documents during the construction phase of the project.
- Provide additional support as requested by the BES project manager to address Washington Co. Commercial Building Permit requirements, including structural observations and geotechnical special inspections, and reports as required by the Commercial Building Permit.
- Review construction submittals for compliance with design requirements.
- Review, evaluate, and make recommendations with regard to construction contractor-proposed material substitutions.
- Provide additional assistance to the Owner's Representative as requested.

Assumptions: The Task 6 scope of work includes the following assumptions:

- BES Construction Services Division staff shall administer the construction contract and will be responsible for field inspection, special inspections (either through the Materials Testing Lab or outside private agency), record keeping, and administration and coordination of construction contractors and subcontractors.
- BES shall distribute submittals (1060 hours assumed), and RFIs and RFCs (340 hours assumed) to Contractor as appropriate for review and comment.
- Contractor's staff shall make periodic site visits (12) and attend construction progress meetings (24).
- No more than twelve (12) site visits for conducting permit-required structural observations and geotechnical special inspections will be required.

Task 6 Deliverables:

- Submittal reviews and responses to RFIs and RFCs
- Structural observation reports
- Geotechnical observation reports

Task 7 Services during Startup/Closeout

Objective: Support City staff during the startup/closeout phase of this project.

Work: The following work is included in Task 7:

- Assist BES with the preparation of a startup and testing plan for the pump station expansion.
- Complete and submit the DEQ Inspection and Certification of Proper Construction.
- Prepare "as-built" record drawings incorporating contractor and BES Construction Services red-line mark-ups of the construction drawings.
- Assemble and coordinate the submitted equipment O&M data, and prepare a narrative O&M Manual for the facility.

Assumptions: The Task 7 scope of work includes the following assumptions:

- One meeting will be held with BES operations staff to discuss and develop the approach that will be used to start-up and test the new facilities.
- BES operations and construction management staff will review the draft start-up and testing plan and offer review comments.
- In addition to reflecting "as-built" construction, red-line mark-ups will also include information from RFIs and RFCs.

Task 7 Deliverables:

- Startup and testing plan
- DEQ Inspection and Certification of Proper Construction document
- "As-Built" record drawings
- Coordinated equipment O&M data
- Narrative O&M manual

CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
Dale Lough	Project Manager
Bryan Paulson	Project Delivery Officer

SUBCONTRACTORS

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

NAME	ROLE ON PROJECT
Ash Creek Associates, Inc.	Geotechnical Engineering
Greenbusch Group, Inc.	Acoustical Engineering
JLA Public Involvement, Inc.	Public Involvement
MEC Electrical Engineering	Electrical Engineering
Michael Willis Architects	Architectural
Shur Architects, LLC	Architectural Engineering
Superelevation, Inc.	CAD Drafting
Vigil-Agrimis, Inc.	Permitting, Floodplain Design, and Civil Design

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 **\$1,861,445** (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.

Payment Schedule

The estimated task breakdown of the “not to exceed” amount is shown in the Professional Services table below. Contractor may reallocate compensation between tasks with the approval of the City, provided the total “not to exceed” amount is not exceeded.

PROFESSIONAL SERVICES

TASK	DESCRIPTION	COST NOT TO EXCEED
1.0	Project Management	\$ 78,415
2.0	Basis of Final Design	\$ 32,751
3.0	Permitting and Public Outreach	\$ 161,357
4.0	Final Design	\$ 1,197,037
5.0	Services During Bidding	\$ 25,210
6.0	Services During Construction	\$ 250,203
7.0	Services During Startup/Closeout	\$ 116,472
TOTAL CONTRACT AMOUNT		\$ 1,861,445

The contract amounts noted above include \$780,207 in subcontracting to M/W/ESB certified firms, representing a 41.9% M/W/ESB participation.

Hourly Rates

The billing rates shall not exceed those set forth below:

Firm	Classification/Staff	Hourly¹ Rate Range
Brown and Caldwell, Inc.	Executive Engineer	\$165 - \$297
	Managing Engineer	\$144 - \$259
	Supervising Engineer	\$125 - \$225
	Principal Engineer	\$109 - \$196
	Senior Engineer	\$93 - \$168
	Engineer III	\$78 - \$146
	Engineer II	\$67 - \$126
	Senior Designer	\$78 - \$146
	Lead Drafter	\$67 - \$126
	Administrative Manager	\$78 - \$146
	Word Processor IV	\$57 - \$107
Word Processor III	\$47 - \$84	
Vigil-Agrimis	Principal-In-Charge	\$139 - \$171
	Sr. Project Manager	\$124 - \$155
	Sr. Engineer	\$108 - \$149
	Sr. Scientist	\$93 - \$137
	Sr. Landscape Architect	\$93 - \$137
	Project Manager	\$86 - \$121
	Professional Engineer	\$93 - \$121
	Natural Res. Specialist	\$77 - \$112
	Landscape Architect	\$77 - \$112
	Engineer-In-Training	\$77 - \$109
	Landscape Planner	\$68 - \$100
	GIS Analyst	\$62 - \$93
	CAD Drafter	\$62 - \$93
	Graphic Designer	\$62 - \$93
Admin. Assistant	\$49 - \$81	
Seasonal Intern	\$43 - \$69	

Firm	Classification/Staff	Hourly ¹ Rate Range
Shur Architects	Architect/Principal	\$145 - \$165
	Architect	\$135 - \$155
	Project Manager	\$125 - \$145
	Design Associate	\$115 - \$135
	Interior Designer	\$115 - \$135
	Designer	\$105 - \$125
	Clerical	\$85 - \$105
MEC Electrical Engineering	Project Management	\$150 - \$165
	Senior Electrical Engineer	\$120 - \$132
	Electrical Engineering/SD2	\$95 - \$105
	Senior Designer/SD	\$80 - \$90
	Designer 2/Engineer 1	\$75 - \$85
	Designer 1	\$70 - \$77
	Administrative	\$55 - \$61
Superelevation	Drafter	\$50 - \$80
Greenbusch	Principal	\$150 - \$170
	Acoustician I	\$110 - \$125
	Acoustician II	\$90 - \$100
	Acoustician III	\$80 - \$90
Michael Willis Architects	Principal-in-Charge	\$175 - \$210
	Project Manager	\$125 - \$135
	Project Architect	\$115 - \$125
	Spec Writer	\$125 - \$145
	Technical III/LEED Certified	\$80 - \$90
	Technical II/LEED Certified	\$65 - \$80
	Clerical/Office	\$75
JLA Public Involvement	Senior Associate 2	\$166 - \$188
	PI Specialist 7	\$143 - \$162
	PI Specialist 6	\$122 - \$150
	PI Specialist 5	\$116 - \$132

Firm	Classification/Staff	Hourly ¹ Rate Range
	PI Specialist 4	\$101 - \$114
	PI Specialist 3	\$85 - \$96
	PI Specialist 2	\$75 - \$86
	PI Specialist 1	\$68 - \$79
	Administrative Manager	\$83 - \$95
	Clerical 3	\$56 - \$64
Ash Creek Associates	Principal	\$201 - \$227
	Senior Associate	\$158 - \$178
	Associate	\$143 - \$161
	Senior Project	\$122 - \$138
	Project	\$99 - \$112
	Senior Staff	\$89 - \$101
	Staff	\$76 - \$86
	Drafting	\$73 - \$83
	Administrative	\$78 - \$88

¹ Hourly rates listed are ranges for each classification. Actual rates will be charged at a 3.1 multiplier on each individual's base salary.

Multiplier Policy

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

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

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

Subconsultant Costs

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

Adjustment of Labor Rates Due to Inflation

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

Rate increases are subject to the following limitations:

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

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

Progress Payments

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

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any 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 subconsultants 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 Bryant Powell Date 5-17-11 Entity Brown and Caldwell Inc

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

SECTION B

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

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

City Project Manager Signature _____ Date _____

SECTION C

Independent contractor certifies he/she meets the following standards:

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

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

Contractor Signature _____ Date _____

CONTRACTOR SIGNATURE:

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

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

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

BROWN AND CALDWELL, INC.

BY: Bryan K Paulson Date: 5-17-11

Name: Bryan K. Paulson

Title: Vice President

Contract No. _____

Contract Title: Fanno Basin Wastewater Pump Station Expansion and Surge Protection

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 *[Signature]* ^{CA}
CITY ATTORNEY

Date: 5/20/11