

Bureau of Planning and Sustainability
Innovation. Collaboration. Practical Solutions.

Ex A

Ordinance for the Hiring of the West Hayden Island Concept Plan Consultant

The ordinance will authorize the City to hire WorleyParsons Westmar Corporation as Concept Planning Consultant. The consultant will use City Council's parameters of protecting 500 acres as open space and 300 acres for future marine terminal development. Worley Parsons will design a public process for developing the concept plans in collaboration with the Project Advisory Committee and the community. Four important components of the concept planning process will include:

- **A Rail Study** to review different rail access scenarios that can be accommodated within a 300-acre footprint
- **An Operational Efficiencies Study** to review innovations around the world at other ports, including why these strategies would or would not work in Portland
- **A Transportation Analysis** to develop the street plan alternatives for WHI, including consideration of a bridge
- **An Economic, Social, Environmental and Energy (ESEE) Analysis** to determine the positive, negative, mixed and neutral consequences of allowing, limiting or prohibiting a mix of uses on WHI, including industrial, recreation, and open space.

Below is an outline of the consultant's scope of work:

Task 1: Background Research and Process Design

- 1.1 Research and Review Previous Development Alternatives
- 1.2 Habitat Inventory and Mapping of West Hayden Island
- 1.3 Project Schedule and Criteria Development

Task 2: Rail Configuration Feasibility

- 2.1 Review previous rail studies for West Hayden Island
- 2.2 Rail service concept layouts for each of the two alternative concept plans
- 2.3 Refine rail layouts to minimize footprint

Task 3: Operational Efficiencies at Ports World-Wide

- 3.1 Research worldwide ports that are materially similar to the Port of Portland
- 3.2 Experience, lessons learned with respect to Terminals that process greater tonnage per acre, contain innovation or densification strategies, or are otherwise identified as land efficient or land constrained
- 3.3 Identify innovations in operations or site organization to minimize required land footprint
- 3.4 Prepare a Synthesis Report comparing world-wide terminal operations with those in the Pacific Northwest. And identify which innovations may be applicable to potential new development on West Hayden Island

Task 4: Draft Concept and Infrastructure Plan

- 4.1 Define evaluation criteria with input from PAC, technical experts and City staff



- 4.2 Two layout alternatives (alternative concept plans) for WHI, showing no greater than 300 acres including terminal and infrastructure west of railroad tracks, and including at least 500 acres open space
- 4.3 Evaluation of Alternative Concept Plans
- 4.4 Refine alternatives through technical review, possibly workshops and public review, to develop Preferred Concept Plan based on evaluation criteria
- 4.5 Public Engagement on Concept Plan Site Analysis

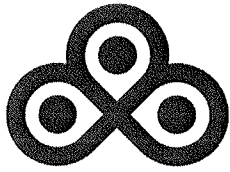
Task 5: Preferred Concept Plan Infrastructure Analysis

- 5.1 Analyze full range of public infrastructure and associated costs to support terminal development
- 5.2 Prepare Local Street Plan
- 5.3 Refine Preferred Concept Plan based on Public Infrastructure Analysis

Task 6: Economic, Social, Environmental and Energy Analysis (ESEE)

- 6.1 Provide draft material and data to be incorporated into the ESEE Analysis as requested by the City





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West Hayden Island Concept Plan and Related Studies

Worley Parsons Personnel and Role

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

| NAME | ROLE ON PROJECT |
|-------------------------|-------------------------------------|
| Matt Laccinole, PE | Project Manager |
| Hanh D. Le Griffin, PhD | Project Planner |
| Mark Griffin, AICP | Operations Planner |
| James Farrow, PG, CHg | Environmental Lead |
| Jenny Carlson, PE, SE | Project Engineer |
| Bill Dunlap, PE | Civil Engineer |
| Terry Warner, PE | Electrical Engineer |
| Peter Acton | Senior Marine Structure |
| Bill Mclachlan | Senior Material Handling Engineer |
| Joe Peterson | Terminal Drafting |
| Debbie Builder | Environment and Planning Specialist |
| Loren Hettinger | Senior Ecologist |
| Steve Lindelof | GIS Analyst |
| Ken Johnson | Cost Estimating |
| Allyson Love | Document Controller/Administration |

Subcontractors

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

| NAME | ROLE ON PROJECT |
|---|--|
| Environmental Subcontractor to be named (and approved by the City) | |
| Wiser Rail | |
| Tom Wiser, PE | Rail Transportation |
| John Carlock | Rail Transportation Support |
| Cogan Owens Cogan | |
| Jim Owens | City Planning and Community Outreach Support |
| Steve Faust | Senior Planner |
| Alisha Dishaw | Public Involvement |
| Erin Atkinson | Business Manager |
| WHPacific | |
| Brady Berry, PE | Civil and Transportation Support |
| Monte Higbee | Project Engineer |
| Sarah Maxey | Design Engineer |
| Roger Iwasaki | CADD Designer |
| Vanetta Wilson | Project Administrator |
| Adina Brigham | Administrative Assistant |
| Pacific Geotechnical | |
| Tim Blackwood, PE, GE, CEG | Geotechnical Support |



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

CONTRACT NO. 30002119

**SHORT TITLE OF WORK PROJECT:
West Hayden Island Concept Plan and Related Studies**

This contract is between the City of Portland ("City," or "Bureau") and WorleyParsons WestMar Corporation, hereafter called Contractor. The City's Project Manager for this contract is Eric Engstrom.

Effective Date and Duration

This contract shall become effective on June 22, 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 \$359,916 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.

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CONTRACTOR DATA AND CERTIFICATION

Name (please print): WorleyParsons Westmar Corporation

Address: 10940 NE 33rd Place, Suite 202, Bellevue, WA 98004

Employer Identification Number (EIN) 91-1999181

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

City of Portland Business License # 650343

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.

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TERMS AND CONDITIONS

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

2. Effect of Expiration

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

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

4. Early Termination of Contract

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

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to

terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

6. Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

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

8. Indemnification for Property Damage and Personal Injury

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

9. Insurance

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

- (a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).
- (b) Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by Bureau X

Waiver by Bureau ____

- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable:

Required by Bureau X

Waived by Bureau ____

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

Required by Bureau X

Waived by Bureau ____

- (e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 10 days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. Ownership of Work Product

All work product produced by the Contractor under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the

Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

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

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

12. Equal Benefits

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

13. Successors in Interest

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

14. Severability

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

15. Waiver

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

16. Errors

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

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

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

21. Payment to Vendors and Subcontractors

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

22. Access to Records

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

23. Audits

(a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 23. Audits will be conducted in

accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

24. Electronic Signatures

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

25. Merger Clause

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

26. Dispute Resolution/Work regardless of disputes

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

27. Progress Reports: ☐ Applicable ☒ 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: ☒ 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

The Contractor will work closely with designated City personnel to accomplish tasks 1-6 as described below. The Proposed Hours and Cost Table included as Attachment A provides a breakdown of hours per task and overall Contractor and Subcontractor expenses. Any significant deviation from the attached proposed cost table will require an amendment to the contract.

Contractor Scope of Work:

WorkPlan

Task 1: Background Research and Process Design

Task 1-1: Research and Review of Previous Development Alternatives

The Contractor will review previous development alternatives and meet with the necessary stakeholders. From this research and review, the Contractor will create a historical log of what has been previously evaluated. This log will be used as reference in advancing the WHI planning work. This log will allow the Contractor to leverage previous work without wasting time or money on work that has previously been completed.

Task 1-2: Review Habitat Inventory and Mapping of West Hayden Island

Existing available information about the physical and biological conditions at West Hayden Island will be compiled and spatial data assembled in a GIS database. The Contractor will rely on existing GIS data and reports compiled by the City. City-supplied data is expected to provide sufficient information on the island's existing conditions. If critical data gaps are identified, the Contractor will estimate the additional cost to fill the identified gaps. No additional field data collection will occur prior to written authorization from the City, in the form of a contract amendment.

Task 1-3: Prepare Project Schedule and Criteria Development

Upon completion of Task 1-1, the Contractor will prepare a project schedule that can be used as the baseline for the planning and relevant studies. In addition to preparing a project schedule, the Contractor will develop design criteria as agreed to and approved by the stakeholders to establish the bounds for planning of the study.

Deliverables that will be developed from Task 1 include:

- Historical Log of Information (Using previous studies, concept plans, and technical evaluations as reference documents)
- Design Criteria Manual outlining the parameters established for the conceptual planning study
- Conceptual Study and Related Studies Baseline Schedule (Key Deliverable)

Task 2: Rail Configuration Feasibility**Task 2-1: Review previous rail studies for West Hayden Island**

The Contractor's conceptual rail design team will review all previous rail studies prepared by others for West Hayden Island, paying particular attention to confirming that the area that has been identified east of the North / South Pacific Power & Light (PPL) / Portland General Electric (PGE) powerline easement, north of the east/west PGE powerline easement and west of the City of Portland's sewer easement provides sufficient space to accommodate the rail right-of-way, possible alignment, and level of rail service support required by each of the alternative concept plans prepared in Task 4.

Task 2-2: Prepare Rail service concept layouts for each of the two alternative concept plans

The Contractor's rail design team, working iteratively with the terminal design, and transportation planning teams, will prepare rail service plans (conceptual planning level cognizant of alignment constraints) sufficient to provide rail service to each of the two (2) alternative concept plans for terminal development. Terminal capacities for cargo handled based on operating practices and forecast throughputs identified in the alternative terminal concept plans will be used to establish rail service needs.

The rail configuration feasibility will consider the following:

- Excluding road access, the development shall be east of the North/South Pacific Power & Light (PPL)/Portland General Electric (PGE) powerline, west of the City of Portland's sewer easement, and north of the East/West PGE powerline easement.
- The development footprint including all rail and road infrastructure must be limited to 300 acres to the west of the BNSF rail bridge.
- The layout shall consider minimizing the edge habitat between disturbed and undisturbed areas where possible.
- The site shall include a loop track of at least 7,500 - 10,000 lineal feet to allow unit trains to exit the main line completely. Work will maximize the length of the rail loop in consideration of trends towards longer unit trains. Documentation shall be included how the layout maximizes the loop size while minimizing the overall development footprint.
- The layout shall consider the fill requirements to connect to the existing BNSF tracks and provide a level loop track.
- The site shall consider rail service needs for a variety of marine terminal types.
- If it is not feasible to provide a rail configuration meeting the parameters listed above, then the report shall document what the minimum requirements will be to provide the rail layout.

If there are multiple layouts that could meet the required parameters, including shared and multiple use opportunities, the report shall provide information on each of these layouts

This effort will tie directly to the efforts of Task 4. Rail alternatives will be developed that show basic rail service, loop facilities, storage yards, arrival / departure tracks and access leads sufficient to service the alternative terminal layout concepts. The Contractor will present rail service concept layouts in a Project Advisory Committee (PAC) meeting.

Task 2-3: Refine rail layouts to minimize footprint

The rail layouts will be verified against the project parameters, and refined to accommodate input from the Public Advisory Committee (PAC) and City of Portland reviews of the combined alternative concept plans. The Contractor will include consultation with BNSF on the design layout options.

Deliverables that will be developed from Task 2 will include:

- Preliminary rail layout findings presented to PAC (Key Deliverable)
- Refined rail layout options
- Two rail service conceptual master plans coordinated with the alternative concept plans (Key Deliverable)

Task 3: Operational Efficiencies at Ports World-Wide

Task 3-1: Research worldwide ports that are materially similar to the Port of Portland

The Contractor will prepare a catalog of appropriate candidate reference ports for each type of terminal—container, auto, bulk and liquid bulk—and this list will be reviewed with the City to confirm that there is sufficient coverage of each terminal type and global geographic / market representation demonstrating similar attributes with the Port of Portland and potential new developments on WHI.

Physical and operating characteristics of the type terminals identified by the City and Port of Portland (PoP) will be cataloged to include: (a) terminal and marine structure configurations and layouts; (b) terminal operating system and other capital assets including equipment types and IT systems; (c) characteristics of cargo type and cargo mix together with cargo service requirements (i.e., transloading, inspection, consolidation, etc.); and (d) landside transfer and modal, rail and truck, distribution capacities and operational practices (i.e., ship to rail, wheeled or stacked storage, off-dock operational support facilities).

Operating performance and efficiency factors for throughput and asset utilization with applicability to potential developments on WHI as prioritized by the City and PoP will be identified and prepared for comparative analysis. Global best-in-class performance benchmark parameters including, but not necessarily limited to, tonnages per acre; tonnages per meter of berth; and tonnages per rail track length will be established to provide a clear and concise presentation of the salient capital utilization and operating efficiency measures.

Task 3-2: Report on experience, lessons learned with respect to Terminals that process greater tonnage per acre, contain innovation or densification strategies, or are otherwise identified as land efficient or land constrained

The Contractor's survey / catalog of terminals generated through Task 3-1 will include terminals considered to be best-in-class in terms of resource utilization (capital assets and land) as reflected in throughput tonnages per acre and overall terminal footprint for each type of terminal. For each terminal developed as a case study, details of terminal operating systems will be investigated, including types and degree of automation; cargo transfer logistics by mode; IT systems and site organization; and relevant operating contexts such as labor rules, safety standard and regulatory requirements. These details will provide effective resource utilization factors for each terminal type, and help to guide a high-level assessment of the sufficiency of available land and alternative infrastructure improvements for potential new developments on WHI.

Task 3-3: Identify innovations in operations or site organization to minimize required land footprint

Based on the survey and cataloging of best-in-class terminals by type prepared in the previous Tasks 3-1 and 3-2, the Contractor will conduct an analysis on the relative effectiveness of best-in-class operating systems, densification strategies, and operating practices in minimizing land resource requirements and operational impacts to gauge the extent to which the labor and safety

practices, regulatory requirements, and property values attributable to each particular terminal contribute to the successful implementation of these innovative strategies.

Through this analysis, the Contractor will broaden the set of comparative criteria used to define best-in-class terminal configurations and operations to include a range of regulatory and institutional contexts. With this, the detail developed for each best-in-class terminal in terms of tonnages per acre, degree of densification, land utilization and other operational innovations can be framed in the context of their larger operating environment and made applicable to the set of development alternatives being considered for WHI.

Task 3-4: Prepare a Synthesis Report comparing world-wide terminal operations with those in the Pacific Northwest. And identify which innovations may be applicable to potential new development on West Hayden Island

The Contractor will bring together each of the elements prepared with the previous Tasks 3-1 through 3-3 in a comprehensive and structured presentation that will allow for a synthesis report comparing best-in-class world ports with port operations in the Pacific Northwest. This Synthesis Report will provide a ready reference on the land and transportation resources required to support the most efficient configuration and operation of each type of terminal. The Contractor will present the Synthesis Report in a Project Advisory Committee (PAC) meeting.

Deliverables that will be developed from Task 3 will include:

- List of appropriate candidate comparative ports and terminals as confirmed by the City and PoP
- Catalog of terminal characteristics and performance parameters
- Intuitive comparative presentation of terminal type attributes applicable to the Pacific Northwest, PoP and WHI development
- Detailed investigation of best-in-class terminals by type identifying innovative technological and operational solutions and practices;
- Resource utilization efficiency factors for each terminal type, including corresponding operating systems (automation), strategies (densification / verticalization), and practices (labor, regulatory and safety).
- Refined set of best-in-class comparative parameters to include contextual factors
- Sufficiency analysis of available land to support high performance efficiencies of development alternatives on WHI, with consideration of economies of scale for different terminal types and operational practices
- Synthesis Report documenting and presenting information and findings for Tasks 3-1 through 3-3 (Key Deliverable)
- Enlisted Panel of Terminal Operations Experts to review and refine Synthesis Report

Task 4: Draft Concept and Infrastructure Plan

Task 4-1: Define evaluation criteria with input from PAC, technical experts and City staff

Building on the Community Working Group's evaluation principles as developed in Phase 1, and principles developed by the PAC, the Contractor will work with the PAC, the PAC Facilitator, City staff, and technical experts and the key stakeholders as detailed and approved by the City in our design and organization of the public involvement process. Consistent with the previously developed principles and approved participation process, and incorporating the best-in-class performance parameters and sufficiency analysis developed through Task 3, the Contractor will develop a refined set of criteria and apply these in the evaluation of alternative concept plans to support the selection of a preferred development concept which will include an opportunities and constraints analysis for park, habitat and open space in order to integrate the concept planning for a mix of uses.

The Contractor will conduct an evaluation of the WHI site development potential in terms of opportunities and constraints, with reference to the best-in-class case studies and sufficiency analyses as a part of this task to identify the most likely marine terminal development that would be attracted to the WHI site, and to confirm initial feasibility of concept plans being advanced. The Contractor will also develop a range of options for the open space and natural areas, from low impact invasive removal to using the natural areas to mitigate for development to full restoration of the area to maximize natural resource functions and ecosystem

services. Potential buffers or mitigation between marine terminal development, recreational, and natural areas will be analyzed and incorporated into alternative concept plans.

As part of the Draft Design Program, the Contractor will generate a Design Program Statement summarizing goals, objectives and assumptions represented in the evaluation criteria. The City has hired a separate consultant to prepare a Cost-Benefit Analysis (Cost-Benefit Consultant). The Contractor will meet with the Cost-Benefit Consultant to discuss the Design program Statement and evaluation criteria.

Task 4-2: Develop Two layout alternatives (alternative concept plans) for WHI, showing no greater than 300 acres including terminal and infrastructure west of railroad tracks, and including at least 500 acres open space

In implementing the draft design program as prepared in Task 4-1, the Contractor will develop two (2) site development layout alternatives for WHI. These alternatives will show no more than 300 acres of terminal and infrastructure development west of the railroad tracks, along with a minimum of 500 acres of open space serving as a natural habitat area with suitable passive recreation features providing public access. The Contractor will also review the industrial lands immediately east of WHI in the study area, to determine how the future use of those lands will relate to the use of WHI, and to determine if any site access options would impact those lands.

The Contractor's site development alternatives will consider a mix of configuration principles for apportioning terminal, transportation infrastructure and recreational / natural resource areas. Each of these alternatives will additionally consider traffic impacts on the nearby communities.

The process to develop alternatives will:

- Maximize utilization of site development across the range of viable terminal operations, looking for combinations of development options that meet the design criteria and overall development objectives, including integrating relevant findings from the operational efficiencies report described in Task3.
- Consider layouts for the open space, recreation, and natural resource areas in all of the site plan development alternatives. The open space will be sufficiently detailed in each alternative to identify habitat areas to be preserved, habitat areas to be restored, potential restoration approaches, and public access facilities for recreational use. Mitigation for terminal development impacts, buffer zones of varying widths between the terminal developments, recreational features, and natural areas also will be explored in the alternatives.
- Consider transportation aspects that are developed as described in Task 5, and are integrated in this Task 4 with the alternative development plans.

The Contractor will prepare alternative concept plans detailing the layout of terminal and supporting infrastructure elements and the relationships between these elements and open space and natural resource areas for each of two (2) different marine terminal development options. Each concept plan will specifically detail the developed capacity of each alternative.

These alternative concept plans will also identify surface circulation elements detailing street networks and design standards for two major alternative access points to the site:

- a) One showing a new local serving bridge between the island and Marine Drive to serve potential industrial development.
- b) One showing a street network providing truck access from WHI to the new Hayden Island interchange with I-5 that is part of the Columbia River Crossing project. This street network alternative will not include the new local serving bridge alternative as discussed above.

Task 4-3: Evaluation of Alternative Concept Plans

Using an evaluation matrix based on criteria developed from the Community Working Group principles and review process established in Task 1, best-in-class performance factors, and recreational, open space and habitat criteria as refined and confirmed with City staff through Task 4-1, the Contractor will perform an internal evaluation of the concept plan alternatives incorporating reviews and inputs (critiques) from the project professional and technical specialists. This internal evaluation will be presented, discussed and refined in meetings with the City staff in advance of Task 4-4.

This evaluation matrix will be used to analyze each of the three concept plan alternatives for WHI. Each concept plan will be evaluated against the established criteria using a point system for each of the criteria. This analysis produces a quantified metric

for each of the alternative concept plans, allowing for a relative comparison of each alternative concept plan at both the individual criteria level and at an overall or cumulative level. Though not meant to be determinative, this quantified evaluation does provide a consistent methodology for a subjective discussion and a comparative ranking of the alternative concept plans.

Task 4-4: Refine alternatives through technical review, possibly workshops and public review, to develop Preferred Concept Plan based on evaluation criteria

Building the internal evaluations as prepared and refined in consultations with City staff as part of Task 4-3, the Contractor will broaden the technical review and evaluation of alternative development concepts through the inclusion of external experts and the workshop and public review process. The Contractor will use this process to further refine the alternative development concepts and it will result in the selection of a Preferred Concept Plan based on the evaluation criteria and review process. It is likely that some "hybridizing" of the alternatives will occur through the refinement process. Refinements to both the Port development and open space concepts will occur in this phase. This process for selecting or developing a Preferred Concept Plan will include the integration of the Public Infrastructure Analysis work occurring in Task 5.

Task 4-5: Work with City on Public Engagement on Concept Plan Site Analysis

The Contractor will advise City staff on public process, including public information (outreach) materials and appropriate involvement opportunities for the Concept Planning process. Working with city staff and the Facilitator hired by the City to manage the PAC process (PAC Facilitator), the consultant team will design a process to consider concept plan alternatives, review content of public presentation materials, and provide QA/QC as needed. Public information materials may include newsletters, Web site content, informational flyers, briefings to neighbourhood and stakeholder groups, press releases, etc. The Contractor will advise on appropriate involvement opportunities, including types of public forums and input mechanisms, timing, conduct and content. The Contractor may also assist BPS or the PAC Facilitator in facilitating public outreach events. The public process is assumed to include some form of discussion or design exercise involving the PAC, some form of informational session or design workshop open to the general public, and (with City staff) one presentation of the draft concept plan alternatives to City Council.

- Design of a public engagement process to gather input on concept plan alternatives for the benefit of the PAC deliberation.

Deliverables that will be developed from Task 4 will include:

- Summary of Site Opportunities and Constraints
- Definition of Evaluation Criteria for concept plan alternatives and preferred Concept Plan
- Design Program Statement of Goals, Objectives and Assumptions
- Two Site Layout Alternatives (e.g., alternative concept plans) for WHI meeting design program goals and objectives with capacity estimates for each alternative and incorporating recreation and natural area concepts (Key Deliverable)
- Preliminary evaluation of alternative concept plans with evaluation matrix
- Design of a Public engagement process to consider alternatives and select a Preferred Concept Plan (including coordination with the PAC Facilitator on how the PAC will be involved)
- Presentation of Preferred Concept Plan reflecting public and PAC process and incorporating Public Infrastructure Analysis developed in Task 5 (Key Deliverable)

Task 5: Preferred Concept Plan Infrastructure Analysis

Task 5-1: Analyze full range of public infrastructure and associated costs to support terminal development

Based on the alternative concept plans, the Contractor will review and summarize the public infrastructure elements required to support the preferred conceptual terminal and industrial operations, including conceptual level estimates of capital and continuing maintenance costs. This analysis will include infrastructure needed to provide public access to recreational opportunities as identified in the plan. It will also include cost analysis for habitat mitigation, and restoration.

The Contractor will develop a review of as-built information, existing utilities, constraints and a summary of the design criteria used to develop the infrastructure requirements and this will be discussed in meetings / workshops conducted with the Bureaus to assure that all infrastructure needs are addressed. The resulting utility demands will be based upon the projected planning for the preferred alternative and the supporting infrastructure conceptually identified with design basis and supporting documentation provided in the Task 5-1 summary report.

A general overview of the public infrastructure requirements will be determined by the Contractor in collaboration with the Portland Bureau of Transportation (PBOT) and other City Bureaus, and will likely include conceptual plans and cost estimates for bridge access and roadways for vehicular movements, together with water, sewer and other utilities established within the public right-of-way to support the terminal and recreational and natural resource uses and maintenance. Public access components such as new streets and sidewalks or other accommodations will be a part of the cost estimates, as well as city services required and to be provided to the WHI developments, including policing, fire services and other emergency response, will be part of the cost estimates.

The Contractor will work closely with PBOT to estimate transportation infrastructure needs for the alternative concept plans and the preferred Concept Plan. These estimates will draw on both the Local Street Plan detailed in Task 5-2, as well as the network infrastructure improvements identified from the Transportation Impact Report prepared by PBOT to maintain service performance of the roadway network and to mitigate traffic impacts associated with the development of WHI. A component of these cost estimates will be based on a functional design for a new WHI bridge connecting to Marine Drive.

Task 5-2: Prepare Local Street Plan

The Contractor will prepare drawings for a Conceptual Local Street Plan at a scale consistent with PBOT roadway design standards and presenting both plan view and cross-sections, and incorporating all water, sewer, storm water and other public utilities to be established or located within the public right-of-way. Preliminary cost estimate will be made on the basis of these drawings.

The PBOT Transportation Impact Report will be reviewed by the Contractor and any required off-site improvements will be identified and conceptual costs developed for each of the different improvements required due to the development in WHI. This would also include a functional design for a new WHI bridge connecting the island to Marine Drive. The Contractor will meet with PBOT to discuss the conceptual TS&L for use in developing the functional design and cost estimate.

Task 5-3: Refine Preferred Concept Plan based on Public Infrastructure Analysis

The public infrastructure analysis prepared with PBOT based on the Transportation Impact Report, together with the improvements and facilities identified in the Local Street Plan, will be used to refine these components of the preferred Concept Plan selected through Task 4.

The Contractor will present to the PAC and the public a review of the public infrastructure analysis and Local Street Plan estimates and drawings, and incorporate refinements developed through these reviews into the preferred Concept Plan.

The preferred concept plan developed by the Contractor will also include refinement of the open space plan in terms of habitat mitigation and restoration refinements and costs / benefits, and balancing recreation and public access amenities with habitat and wildlife protection from disturbance.

Deliverables that will be developed from Task 5 will include:

- Summary analysis detailing public infrastructure requirements and associated conceptual cost estimates
- Functional design and cost estimate for new WHI bridge to Marine Drive
- Local Street Plan drawings, cost estimate and Summary Report (Key Deliverable)
- Incorporate public infrastructure analysis into Preferred Concept Plan (Key Deliverable)

Task 6: Economic, Social, Environmental, and Energy (ESEE) Analysis

On an as-needed basis, the Contractor will provide technical support and recommendations to improve the Goal 5 Economic, Social, Environmental and Energy (ESEE) analysis per the Oregon Administrative Rules (OARs). The first step of Goal 5 is to inventory significant natural resources, which will be completed by the City of Portland. The City will also complete an analysis to assess positive, negative, mixed and neutral ESEE consequences to allowing, limiting or prohibiting the preferred Conceptual Plan developed as part of this investigation. The ESEE analysis also involves evaluating the trade-offs associated with different levels of natural resource protection. The City is the lead author and has a defined framework for developing a Goal 5 ESEE. The objectives of this task are therefore to assist and provide technical recommendations to the City about the data, sources, and methods to be used in the analysis.

The Contractor's role in preparing the ESEE analysis will include:

- Recommend specific topics to be addressed in the ESEE analysis
- Within the defined "not to exceed" allowance of hours in the Proposed Cost Table (Attachement A), respond to drafts and specific technical questions posed by the City. Questions may relate, for example, to improving data sources, improving the City's analytical methods, or better reflecting the economic or environmental performance tradeoffs inherent in the Concept Plan alternatives
- Assist in identifying ways to optimize the benefits of development and natural resources for the "limit" program option

It is anticipated that the PAC will review the draft and final analyses.

Deliverables that will be developed from Task 6 will include:

- Draft materials and data to be incorporated into the ESEE Analysis by the City (Key Deliverable)

Work to be Performed by the City:

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

- Providing sufficient hours of staff personnel, as required, to meet with the Contractor and provide such information as previous studies and background reports.
- Coordinating meetings with City service and infrastructure agency staff to facilitate collection of information from City agency staff (BES, PBOT, Water, Fire, Parks, and Police). These meetings will be structured similar to a permit Pre-Application Conference.
- Coordinating any review of consultant's work with technical or advisory committees.
- Coordinating the transfer of information from related studies to the Contractor.
- Coordinating with other City staff as required.
- Organizing and leading meetings of the PAC and technical experts.
- Organizing and leading public outreach events.
- Providing recreational background information and updated analysis
- Providing existing available information about the physical and biological conditions at West Hayden Island including compiled and spatial data assembled in a GIS database.
- Providing an inventory of natural resources.
- Developing a program based on ESEE decisions as to how and under what circumstances natural resources will be protected.
- Organizing workshop logistics (meeting room rentals, advertising and registration)
- Coordinating any correspondence between the Contractor and policy makers, and
- Incorporating the Contractor's findings into the legislative process. The City will manage the legislative process, but the Contractor shall anticipate participation in one or two work sessions with the Planning and Sustainability Commission and City Council.

The Portland Bureau of Transportation (PBOT) will undertake a transportation impact study, which will help inform both the infrastructure reports and the concept planning.

The study will define the traffic impacts with industrial development of West Hayden Island (WHI). Using their methodologies, analytical tools, and a generated model output, PBOT will perform a transportation analysis of the WHI impact area. It will include the following:

- Trip generation scenarios will be conducted for different development options. The analysis will assess key indicators of system performance including level of service and volume to capacity ratios as appropriate for critical intersections. This analysis will distinguish operations characteristics of automobiles and trucks.

- The analysis will define the amount and geographic extent of traffic attracted to using a new WHI bridge.
- A comparative transportation analysis of up to three different marine terminal uses as defined by BPS. This work will be linked to the concept plan work and will evaluate several different terminal alternatives – such as grain, auto, mineral bulk, etc.

The City will provide the Contractor with adequate meeting facilities to host any workshops that may be needed to successfully complete the tasks.

Deliverables and Schedule

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. The Contractor is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at: <http://www.portlandonline.com/omf/index.cfm?c=37732>.

Deliverables and schedule for this project shall include the following:

| Task | Deliverable* | Due Date |
|------|--|--|
| 1 | Background Research and Process Design | August 1, 2011 |
| 2 | Rail Configuration Feasibility | September 30, 2011 (Preliminary rail layout findings) January 2012 (Two rail service conceptual master plans) |
| 3 | Operational Efficiencies at Ports World-Wide | September 30, 2011 |
| 4 | Draft Concept and Infrastructure Plan | October 12, 2011 (Two draft alternative concept plans) January 2012 (Preferred Concept plan) |
| 5 | Preferred Concept Plan Infrastructure Analysis | January 2012 |
| 6 | Draft materials and data to be incorporated into the ESEE Analysis as assigned by the City | Ongoing for Contract period |

*See sub-tasks in the Scope of Work for a list of key deliverables

These will include written explanation as necessary to document key design issues and choices, and corresponding technical information and/or appendices detailing any relevant research. Plans shall be delivered in AutoCAD and/or Arcview GIS compatible format, with reference to local geographic coordinates.

In addition, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report by the 15th of each month (reference Part II, Section C.5 of the RFP)

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

CONTRACTOR PERSONNEL AND HOURLY RATES

The Contractor shall assign the following personnel to do the work in the capacities designated at billing rates that shall not exceed those set forth below:

| NAME | ROLE ON PROJECT | HOURLY \$RATE |
|-----------------------------------|-------------------------------------|---------------|
| Planning & Environment | | |
| Hanh D. Le Griffin, PhD | Project Planner | 160.00 |
| Mark Griffin, AICP | Operations Planner | 190.00 |
| James Farrow, PG,CHg | Environmental Lead | 140.00 |
| Jenny Carlson, PE, SE | Project Engineer | 140.00 |
| Bill Dunlap, PE | Civil Engineer | 120.00 |
| Terry Warner, PE | Electrical Engineer | 120.00 |
| Peter Acton | Senior Marine Structure | 200.00 |
| Bill McLachlan | Senior Material Handling Engineer | 200.00 |
| Joe Peterson | Terminal Drafting | 100.00 |
| Debbie Builder | Environment and Planning Specialist | 120.00 |
| Loren Hettinger | Senior Ecologist | 135.00 |
| Steve Lindelof | GIS Analyst | 95.00 |
| Ken Johnson | Cost Estimating | 120.00 |
| Management & Support | | |

| | | |
|--------------------|------------------------------------|--------|
| Matt Laccinole, PE | Project Manager | 160.00 |
| Allyson Love | Document Controller/Administration | 55.00 |

SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated at billing rates that shall not exceed those listed below:

| NAME | ROLE ON PROJECT | Rate |
|---|--|-------------------------|
| Environmental Subcontractor to be named (and approved by the City) | | To be determined |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Wiser Rail | | |
| Tom Wiser, PE | Rail Transportation | 215.00 |
| John Carlock | Rail Transportation Support | 88.00 |
| Cogan Owens Cogan | | |
| Jim Owens | City Planning and Community Outreach Support | 150.00 |
| Steve Faust | Senior Planner | 110.00 |
| Alisha Dishaw | Public Involvement | 60.00 |
| Erin Atkinson | Business Manager | 80.00 |
| WHPacific | | |
| Brady Berry, PE | Civil and Transportation Support | 165.00 |
| Monte Higbee | Project Engineer | 117.00 |
| Sarah Maxey | Design Engineer | 85.00 |
| Roger Iwasaki | CADD Designer | 83.00 |
| Vanetta Wilson | Project Administrator | 77.00 |
| Adina Brigham | Administrative Assistant | 60.00 |
| Pacific Geotechnical | | |
| Tim Blackwood, PE, GE, CEG | Geotechnical Support | 125.00 |

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 \$359,916.00 (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 TERMS: Net 30 Days**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.

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INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Contractor Signature

Date

Entity

James A. Carlson 6/13/11
FOR MBL

WORLEY PARSONS
WESTMAR CORPORATION

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.

WORLEY PARSONS WESTMAR CORPORATION

BY: *Jennifer A. Culkin* Date: 6/13/11
FOR MBL

Name: Matthew B. Laccinole, P.E.

Title: General Manager, US Region

Contract No. 30002119Contract Title: West Hayden Island Concept Plan and Related Studies**CITY OF PORTLAND SIGNATURES:**By: _____ Date: _____
Bureau DirectorBy: _____ Date: _____
Chief Procurement OfficerBy: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: 6/14/2011
Office of City Attorney**APPROVED AS TO FORM***Linda Meng*
CITY ATTORNEY

Attachment A
Worley Parsons Proposed Hours and Cost Table
Concept Plan and Related Studies Tasks

The breakdown of hours below is an estimate. Substantial reassignment of hours must be approved by the City. An 'X' indicates that hours are assigned to the Contractor or the specified Sub-Consultant for the designated task.

| Task | Total Hours/Task | WorleyParsons Planning & Environment | WorleyParsons Management & Support | Sub-Consultant Cogan Owens Cogan | Sub-Consultant Wiser Rail | Sub-Consultant WHPacific | Sub-Consultant Environ-mental* | Sub-Consultant Pacific Geo-technical |
|---|------------------|--------------------------------------|------------------------------------|----------------------------------|---------------------------|--------------------------|--------------------------------|--------------------------------------|
| 1 Background Research and Process Design | 58 | X | X | | | | | X |
| 2 Rail Configuration | 232 | X | X | | X | | X | X |
| 3 Operational Efficiencies at Ports World-Wide | 208 | X | X | | | | | |
| 4 Draft Concept Plan Infrastructure Analysis | 1,278 | X | X | X | X | | X | X |
| 5 Preferred Concept Plan /Infrastructure Analysis | 568 | X | X | | | X | X | X |
| 6 Economic, Social, Environmental and Energy (ESEE) | 48 | | X | | | | X | |
| Total Hours | 2392 | | | | | | | |
| Contractor Costs | \$191,060 | | | | | | | |
| Sub-Consultant Costs | \$148,486 | | | | | | | |
| (Allow at 6% of Services cost) (Excluding Tax): | \$20,370 | | | | | | | |
| Total Estimated Fee (Excluding Tax): | \$359,916 | | | | | | | |

*The Environmental Sub-Consultant must be approved by the City

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184689