

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

CONTRACT NO. \_\_\_\_\_

**SHORT TITLE OF WORK PROJECT:  
Alder Wastewater Pump Station Upgrade**

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 October 10, 2012, or the date the contract is fully executed by the City. This contract shall expire, unless otherwise terminated or extended, on October 9, 2017.

**Consideration**

- (a) City agrees to pay Contractor a sum not to exceed \$357,693 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): 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 ☒ 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, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) 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 operating Bureau  X

Waived by operating Bureau Director or designee      

- (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 operating Bureau  X

Waived by operating Bureau Director or designee      

- (d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. If insurance is provided on a "claims made" basis the Contractor shall acquire "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If not feasible, contractor shall notify City immediately.

Required by operating Bureau  X

Waived by operating Bureau Director or designee      

- (e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 30 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 22. 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 Government Accountability 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**

The Contractor's scope of work for the Alder Wastewater Pump Station Upgrade project is described in the following five major Tasks:

- 100 – Predesign Services
- 200 – Design Services
- 300 – Bid Phase Services
- 400 – Services During Construction
- 500 – Project Management

#### **Task 100      Predesign Services**

*Objectives:* Develop and evaluate pump station upgrade options, identify needed improvements, and develop the basis of design for upgrading and renovating the pump station.

*Activities:* The following specific activities are included in Predesign Services:

### 101 Kick-off Meeting

Conduct a kick-off meeting with Bureau of Environmental Services (BES) staff to present and discuss the project approach and describe the upgrades and improvements being contemplated. Utilize the meeting as a vehicle to transfer knowledge, define concepts, and refine the options that will be considered during the Predesign phase.

### 102 Collect and Review Background Information

Prior to conducting the kickoff meeting, Contractor will collect, organize, and review available background information pertaining to the project. This information may include:

- Operating data
- Anecdotal operations experience
- Results of recent flow monitoring and hydraulic modeling efforts by BES System Analysis, when such information is available
- Design flow rates developed by BES System Analysis
- Details pertaining to recent collection system improvements

### 103 Condition Assessment of Pump Station

This task consists of a field inspection of the pump station and engineering evaluations.

Field Inspection: Undertake a condition assessment of the facility to identify equipment and systems that are nearing the end of their service life or no longer perform to the required level of need. The following systems and components of the pump station will be inspected:

- sanitary and peak flow pumping systems
- piping systems, including pump discharge piping
- ventilation systems
- structural concrete within the wetwell and storm pump discharge chamber
- structural concrete and other structural elements of the station
- structural pump bases
- discharge manhole for sanitary pump system
- standby power generator system and automatic transfer switch

If additional field investigations are deemed advisable, Contractor will make recommendations pertaining to the scope of these additional inspections.

Engineering Evaluations: Using data obtained from the field inspection and existing information provided by BES (equipment data sheets, etc.), prepare engineering evaluations to assess compliance with current codes and regulations. A Tier 1 seismic evaluation of the structure will be prepared in accordance with ASCE Standard SEI 31-03 and potential deficiencies will be identified. The seismic evaluation will account for the proposed new eco-roof. Ventilation system requirements defined by with the National Fire Protection Association (NFPA) Standard 820 will be defined to establish the basis of design for the replacement systems. The capacity of the standby generator system to accommodate the power demand for the upgraded system will be assessed and required changes to the system (e.g., addition of soft starters) will be identified.

Results of the condition assessment and engineering evaluations will be outlined in a technical memorandum with findings and recommendations described.

### 104 Project Schedule

Develop and maintain an overall schedule for the project, including predesign, design, advertise/NTP, construction, and startup/closeout phases.

**105 Dry Weather / Wet Weather Wetwell Improvements**

Investigate approaches to simplify the wetwell operation with respect to dry weather and wet weather operation. Evaluate ways to minimize or eliminate existing wetwell features such as diversion and isolation gates and the flow ramp into the peak flow weather wetwell. Develop a conceptual layout for relocating the wetwell drainage pump and piping into the dry well to improve access for maintenance.

**106 Establish Basis of Design for Station Improvements**

Develop and finalize the basis of design for the pump station improvements. The elements of the project that will be defined include the following:

- Wet weather pumping system design
- Dry weather pumping system design
- Space requirements for site improvements, if any
- Civil, electrical, instrumentation, HVAC, and structural improvements
- Improvements required for Code compliance

**107 Develop Site Layout Features**

The layout of new facilities on the site, if any, will be developed. New features may include stormwater collection and disposal facilities, buried piping, and other improvements that are deemed necessary during the predesign effort. A drawing illustrating the temporary bypass pumping layout will be shown on the site layout drawing.

**108 30% Complete Design Drawings**

Prepare preliminary design drawings to the 30% level of completion for the project. The preliminary design drawings will illustrate the site layout, bypass pumping concept, and the major elements of the discipline work (mechanical, civil, structural, and electrical) such that BES staff can discern the key elements of the project and identify major items of work.

**109 Predesign Workshop**

Conduct a workshop with BES staff and other interested stakeholders to discuss site layout improvements, major design concepts, and operations topics. Input and comments will be obtained from BES staff participating in the workshop. Comments received will be incorporated into the preliminary design evaluations, or otherwise resolved. Meeting minutes will be prepared to document the discussion and decisions made.

**110 Investigate Permitting Requirements**

Investigate permitting requirements that may be needed for the project and define those permits that must be secured. Permits that may be necessary and will be investigated include:

- Bureau of Development Services (BDS) Commercial Building Permit
- Fire Bureau permit for on-site diesel fuel storage
- BDS Land Use Review

Permitting requirements will be documented in a technical memorandum.

**111 Probable Cost of Construction**

An estimate of construction cost will be prepared based on the scope of the improvements outlined in the Preliminary Design Report.

**112 Assist with Public Outreach**

Assist the assigned BES Public Outreach staff with public relations for the project. Assistance will include the preparation of drawings, illustrations, and technical presentation materials requested by BES for use during public presentations on the project.

**113 Produce and Submit Draft Predesign Report (PDR)**

Produce a draft PDR documenting the condition assessment of the station, engineering evaluations prepared during the preliminary design phase, recommended scope of the improvements and design criteria, permitting requirements, preliminary design drawings (prepared under Task 108), cost estimate, and schedule. Submit the draft PDR for review and comment.

**114 Conduct Predesign Review Meeting**

Conduct a Predesign Review meeting with BES staff and other interested stakeholders. Present the draft PDR and obtain input and comments from BES staff for each component of the project. Prepare meeting minutes and distribute to attendees.

**115 Produce and Submit Final PDR**

Finalize the PDR by incorporating review comments generated by BES' review of the draft PDF, or otherwise resolve these comments and submit to BES as the basis of design for the project.

**116 CAD Standards**

Comply with BES CAD standards and provide example drawing files for review and comment. Incorporate BES review comments and re-submit final standards document for BES acceptance. Submit representative drawings illustrating the level of detail at the 30%, 60%, and 90% complete design levels and illustrating compliance with BES CAD standards.

**Task 100 Assumptions:**

BES will provide services listed in the Request for Proposals. Inspection of the storm pump discharge chamber may require entry into this permit-required confined space. We assume BES will prepare the entry permit and establish safety measures to allow CONTRACTOR personnel to enter the chamber for inspection. Geotechnical information needed to prepare the seismic evaluation is available and will be provided by BES.

**Task 100 Deliverables:**

Draft and final technical memorandum of condition assessment and engineering evaluations; draft permitting memorandum; presentation materials for the public outreach program; preliminary design report with 30% complete drawings (five copies each, draft and final); meeting minutes (kick-off meeting, predesign workshop, preliminary design review meeting); CAD standards and sample drawing files.

**Task 200 Design Services**

*Objectives:* Prepare Contract Documents, an estimate of the probable cost of construction, and a project construction schedule based on the recommendations and project scope outlined in the final Predesign Report. Provide related engineering services to continue Predesign phase activities.

*Activities:* The following specific activities are included in Design Services:

**201 Continuation of Public Outreach Assistance**

Continue to assist BES Public Outreach staff with the preparation of presentation materials as requested by the BES project manager.

**202 Prepare Construction Documents**

Develop biddable Drawings and Specifications for the project. Drawings and Specifications will be based on the final PDR. The final design scope and level of effort are based on the following assumptions:

- The existing dry weather pumps, piping and valves will be removed and replaced with new equipment
- The existing wet weather pumps, piping and valves will be removed and replaced with new equipment
- The existing ventilation fans, ducting and appurtenances will be removed and replaced with existing equipment
- A temporary bypass pumping system will be needed to allow certain elements of the construction to proceed and the requirements for this system will be included in the design.
- Odor treatment will consist of cartridge style carbon units on exhaust fan vents
- The wetwell drainage system will be designed with the pump in the dry well
- The existing motor control center (MCC) and existing lighting systems will be removed and replaced with new equipment
- Electrical improvements do not extend outside the pump station structure.
- The existing building will be retrofitted with an eco-roof for stormwater treatment
- Seismic upgrades will be undertaken to resolve the building deficiencies identified under Task 103. Seismic rehabilitation will target "Life Safety" Building Performance Level defined by ASCE Standard 41-06. Due to the undefined nature of the necessary improvements, a budget allowance of 80 hours for engineering and drafting has been established for this effort.
- Wetwell modifications identified under Task 105.
- BES will prepare and provide Division 0 Bid Documents and Division 1 Special Requirements
- BES will develop design drawings for three control panels to allow a coordinated design -- Small Station Programmable Controller (SSPC), the HYDRA Panel, and the Combustible Gas Detector Panel. CONTRACTOR will coordinate the design with these panels and incorporate these drawings into the bid documents
- Specifications will require the Contractor to develop materials, complete applications, and acquire dewatering permit, temporary discharge permit for discharging groundwater to the collection system, and site grading permit based on the requirements of the contract. Specific drawings for these permits are not part of the drawing set

In addition to the assumptions above, Drawings and Specifications will include:

1. Erosion Control Drawings meeting the requirements of the City's *Erosion Control Manual*.
2. Right-of-way improvement drawings, if required, meeting Portland Bureau of Transportation (PBOT) requirements.



Specifications will be edited to incorporate project-specific requirements and will comply with 6-digit CSI format. A draft Bid Form will be prepared and provided to BES for review and for inclusion in the Bidding Documents. Stamped and signed structural calculations will be provided for BES' Building Permit application to the Bureau of Development Services.

Contract Documents will consist of drawings and technical specifications and will be stamped and signed, ready for printing, and public bidding for construction. Contract Documents will also be suitable as supporting information for permit applications.

### **203 Design Review Submittals**

Design submittals, consisting of drawings and specifications and updated construction cost estimate and schedule, will be provided at the 60%, 90%, and 100% design completion stages. These submittals will be provided to BES staff for review and comment.

The content of each submittal will comply with the accepted CAD Standards, the example Level of Completion drawings submitted during Predesign, and BES' milestone completion checklist.

### **204 Cost Estimate and Schedule Updates**

Update the estimate of construction cost and the construction schedule at the 60%, 90%, and 100% completion points using the cost estimate and construction schedule prepared under the predesign phase. The construction schedule will include anticipated construction sequencing details. The updated cost estimate and schedule will be included with each of the design submittals.

### **205 Conduct Design Review Workshops**

Conduct design review workshops with BES staff and other interested stakeholders after the 60%, 90%, and 100% submittals. Workshops will include constructability/biddability reviewers from BES Construction Services Division. Written responses to comments received from engineering, operations, and construction services personnel will be prepared. Input will be incorporated into the design documents or otherwise resolved.

### **206 Assist with Permit Acquisition**

Provide assistance to BES in the preparation of permit applications.

### **207 Preliminary Electrical Distribution System Evaluation**

Prepare a preliminary evaluation of the electrical distribution system, including a short circuit study, a protective device coordination study and an arc Flash Analysis for the power distribution system. Results of the Arc Flash Hazard Analysis will define the arc flash protection boundary and the incident energy levels. The analysis will be finalized during the construction phase (see Task 407).

- The Arc Flash Hazard Analysis will be conducted in accordance with the procedures stated in National Fire Protection Association (NFPA) 70E and Institute of Electrical and Electronic Engineers Standard 1584. The Arc Flash Hazard calculations will be prepared using SKM modeling software and utilizing the electrical characteristics for equipment by a given manufacturer.
- Equipment that will be included in the study will include motor control centers, switchgear, switchboards, panelboards, control panels and transformers larger than 75 kVA that are rated as three-phase equipment.

**Task 200 Assumptions:**

Budget allowances identified above for structural upgrades related to seismic rehabilitation and wetwell modifications. The engine-generator is assumed to have adequate power generation capacity for the upgraded station and will not require replacement. BES staff will provide the Small Station Programmable Controller (SSPC), the HYDRA Panel, and the Combustible Gas Detector Panel and will provide drawings associated with this equipment to allow a coordinated design. BES staff will review design packages and participate in workshops. BES staff will produce the final documents for advertising and distribution to interested Bidders.

**Task 200 Deliverables:**

- Presentation materials for public outreach program
- One set of unbound half-size Drawings, Specifications, and AutoCAD files at 60% and 90% completion points
- Meeting minutes from 60%, 90%, and 100% Design Review Workshops
- Written responses to review comments on each design submittal
- Four copies of the Preliminary Arc Flash Hazard Analysis Report with modeling software
- Electronic files of proposed 100% Drawings and Specifications in PDF format for BES review prior to finalizing the documents
- Final camera-ready documents, including:
  - ✓ one set of full-size vellums of sealed drawings
  - ✓ one half-size set of drawings
  - ✓ one set of specifications
- AutoCAD and PDF files of sealed Drawings
- Microsoft Word files of the final specifications
- Construction cost estimate and schedule at 60%, 90%, and 100% complete
- Bid Form
- Four sets of sealed structural calculations

**Task 300 Bid Services**

*Objective:* Provide support during bidding in the form of responding to contractor questions, preparing addenda, and assisting BES with the pre-bid meeting.

*Activities:* The following specific activities are included in Bid Services:

**301 Pre-bid Conference**

Contractor will attend and participate in the pre-bid meeting that will be held to answer technical questions from Bidders.

**302 Answer Questions from Bidders/Addenda**

Provide written responses to technical questions from contractors, vendors and suppliers during the bid period. Provide sketches or clarification drawings as necessary to support written responses. Prepare addenda related to technical changes to the drawings or specifications required due to questions from Bidders.

**303 Assist with Bid Analysis**

Assist BES staff with evaluation of the bids that are received and provide a written recommendation for award of the construction contract.

**Task 300 Assumptions:**

BES staff will take the lead during the bid period. Questions from Interested Bidders will be directed to BES first and BES staff will send to CONTRACTOR when technical input is needed. CONTRACTOR will provide written input to these questions with the written response in a form that allows sending to the Interested Bidders or readily integrated into an Addendum.

**Task 300 Deliverables:**

- Addendum (1)
- Written responses to questions raised by Interested Bidders
- Design clarifications
- Recommendation of award letter.

**Task 400 Services during Construction**

*Objective:* Provide support during construction in the form of responding to contractor questions, reviewing submittals, performing periodic site visits, and assisting BES with the pre-construction meeting and general construction meetings as requested.

*Activities:* The following specific activities are included in Services during Construction (SDC's):

**401 General Technical Assistance and Design Support**

Contractor will act as a technical resource to BES during the construction period. Assistance will be provided in the following areas:

- Continued assistance to the public outreach program
- Shop drawing and submittal reviews
- Written responses to requests for information (RFIs)
- Providing assistance on change order requests
- Participation in construction meetings
- Making periodic site visits

**402 Structural Observations**

The Structural Engineer of Record or his appointee will make structural observations in accordance with requirements of the Building Code.

**403 Final Inspection and Final Report**

At the conclusion of construction, and upon request from BES, make a final inspection and develop a final punch list for the new facilities. In addition, prepare and submit the required Department of Environmental Quality (DEQ) certification letter report documenting the construction of the new facilities.

**404 Startup/Closeout Phase Assistance**

Assist BES in the start-up, testing, and commissioning of the new facilities. In addition, assist BES with development of a new operations and maintenance (O&M) manual for the facility.

**405 Prepare Record Drawings**

Prepare "as-built" record drawings incorporating contractor and BES Construction Services red-line mark-ups of the construction drawings.

**406 Special Inspections**

Undertake Special Inspections in accordance with the Building Code for the following elements of the work:

- Fill placement.
- Reinforcing bar, concrete placement and taking of concrete cylinders.
- Anchor bolt placement (including anchors installed using epoxy adhesive) and concrete expansion anchor installation.
- Field welding of structural steel and aluminum.
- Shop welding of structural steel and aluminum.
- High strength bolting.
- Mechanical and electrical equipment anchorage for seismic resistance.

The following assumptions have been used to establish a budget for this work:

Concrete inspections (wetwell improvements and roof strengthening) – 7 site visits

Site welding – 2 site visits

Shop welding – 2 trips within 50 miles

Epoxy anchors (epoxy dowels, pumps and pipe supports) – 5 site visits

Compaction testing – 1 site visit

**407 Final Arc Flash Study**

Update the preliminary Arc Flash Hazard Analysis Report using the characteristics of the actual equipment installed in the pump station. Results of the Arc Flash Hazard Analysis will be used to define the arc flash protection boundary and the incident energy levels in the work areas of the power distribution system. Upon completion of the study, power distribution equipment cabinet labels will be provided to the Contractor for installation. Labels will specify the hazard levels, the work distances and the Personnel Protective Equipment (PPE) clothing needed to perform work on the energized equipment.

**Task 400 Assumptions:**

The following assumptions have been made in setting the level of service for Task 400:

1. BES will distribute submittals, RFIs, and RFCs to Contractor for review and comment and will transmit Contractor responses to the construction contractor.
2. Four site visits to perform permit-required structural observations are assumed.
3. A budget of \$9,200 is established for Special Inspections based on the scope assumptions outlined in **406**.
4. Approximately 80 submittals and 60 RFIs are anticipated. We assume BES will review and respond to all submittals and RFIs related to Division 0 and Division 1 requirements (administrative processes, schedule review, pay requests, etc.).

5. Technical assistance for change orders and design modifications is based on two change orders and includes CAD drafting.
6. Site visits and attendance at construction meetings are based on one meeting per month for 8 months of active construction.

**Task 400 Deliverables:**

- Notes from site visits
- Submittal review comments
- RFI and RFC responses
- Structural observation reports
- Final Arc Flash Hazard Analysis Report and hazard identification warning labels
- Special Inspection Reports
- Final inspection report
- Completed DEQ Inspection and Certification of Proper Construction form
- Final punch list
- 2 copies of a narrative O&M Manual in 3-ring binders
- AutoCAD and PDF files of Record Drawings.

**Task 500 Project Management**

*Objective:* Assemble, manage, and lead a cohesive project team to meet budget, schedule, and technical objectives.

*Activities:* The following specific activities are included in Project Management:

- Prepare a Project Management Plan (PMP) that includes quality assurance/quality control (QA/QC) procedures. Update and maintain the PMP throughout the project.
- Provide technical direction to the project team and coordinate activities to efficiently complete the scope of services.
- Regularly conduct internal status reviews to assess progress and monitor the engineering budget. Develop specific action plans for staying on course to meet budget, schedule, and quality expectations.
- Conduct progress meetings (by phone) with the BES project manager to report progress, identify upcoming activities, and discuss technical elements of the project.
- Prepare invoices, schedule updates, and written status reports on a monthly basis.
- Ensure internal QA/QC procedures are applied at appropriate intervals for deliverables. Conduct senior staff reviews of work products and deliverables.

**Task 500 Deliverables:**

- PMP updates, and monthly invoices
- Monthly subconsultant utilization reports
- Monthly Progress reports

**CONTRACTOR PERSONNEL**

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

NAME	ROLE ON PROJECT
Greg Humm	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
Columbia West	Special Inspections
MEC Electrical Engineering	Electrical Engineering
Superelevation, Inc.	CAD Drafting

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 \$357,693 (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**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST NOT TO EXCEED</b>
1.0	Predesign Services	\$ 85,474
2.0	Design Services	\$ 197,715
3.0	Bid Phase Services	\$ 5,285
4.0	Services During Construction	\$ 58,756
5.0	Project Management	\$ 10,463
<b>TOTAL CONTRACT AMOUNT</b>		<b>\$ 357,693</b>

The contract amounts noted above include \$147,645 in subcontracting to M/W/ESB certified firms, representing a 41.3% M/W/ESB participation.

**HOURLY RATE SCHEDULE**

The hourly billing rates shall not exceed those set forth below:

<b>Firm</b>	<b>Classification/Staff</b>	<b>Hourly<sup>1</sup> Rate Range</b>
Brown and Caldwell, Inc.	Vice President, Chief Engineer	\$165 - \$297
	Managing Engineer	\$144 - \$259
	Construction Manager	\$125 - \$205
	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
	Office/Support Services IV	\$60 - \$75
	Word Processing Supervisor	\$80 - \$115
	Word Processor IV	\$57 - \$107
	Word Processor III	\$47 - \$84
	Accountant I	\$61 - \$75
	Accountant II	\$73 - \$89
	Accountant IV	\$100 - \$123
	Area Business Operations Mgr	\$85 - \$115
	Project Coordinator	\$70 - \$90
Columbia West	Principal Engineer	\$110 - \$135
	Project Engineer	\$90 - \$120
	Senior Staff Engineer	\$85 - \$115
	Staff Engineer	\$78 - \$110
	Laboratory Manager	\$80 - \$100
	Laboratory Technician	\$40 - \$70
	Engineering Technician	\$45 - \$80
	Special Inspection Technician	\$45 - \$100
	Administrative Assistant	\$35 - \$70



Firm	Classification/Staff	Hourly <sup>1</sup> Rate Range
MEC Electrical Engineering	Principal	\$78 - \$146
	Project Manager	\$78 - \$146
	Senior Electrical Engineer	\$57 - \$107
	Electrical Engineering/SD2	\$47 - \$84
	Senior Designer/SD	\$80 - \$90
	Designer 2/Engineer 1	\$75 - \$85
	Designer 1	\$70 - \$77
	Administrative	\$55 - \$61
Superelevation	Drafter	\$50 - \$90

<sup>1</sup> 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%.

**Progress Payments**

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

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Contractor shall make full payment to its 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 Brian K. Linder Date 8-22-12 Entity Brown and Caldwell

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: 8-22-12

Name: Bryan K. Paulson

Title: Vice President

Contract No. \_\_\_\_\_

185681

Contract Title: Alder Wastewater Pump Station Upgrade

**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:

APPROVED AS TO FORM

By: James H. Van Dyke  
Office of City Attorney  
CITY ATTORNEY

Date: 9/4/12



# CERTIFICATE OF LIABILITY INSURANCE

5/31/2013

DATE (MM/DD/YYYY)

8/23/2012

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).

<b>PRODUCER</b> Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b>
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Hartford Fire Insurance Company 19682
<b>INSURED</b> 1051211 BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES 201 NORTH CIVIC DRIVE WALNUT CREEK CA 94596	<b>INSURER B:</b> Lloyds of London
	<b>INSURER C:</b> Hartford Insurance Co of the Midwest 37478
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES** BROCA02 PD **CERTIFICATE NUMBER:** 11967696 **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	ADDL INSR	SUBR 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	37CSEQU1172	5/31/2012	5/31/2013	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 type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	37CSEQU1173	5/31/2012	5/31/2013	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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C A	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	N/A	37WNQU1170 37WBRQU1171	5/31/2012 5/31/2012	5/31/2013 5/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER 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	LDUSA1200482	5/31/2012	5/31/2013	\$1,000,000 PER CLAIM & AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: ALDER WASTEWATER PUMP STATION UPGRADE, BC PDS SID: 38874, THE CITY OF PORTLAND, AND ITS AGENTS, OFFICERS, AND EMPLOYEES IS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL, AUTO, PROFESSIONAL LIABILITY AND WORKERS COMPENSATION POLICIES. TEN DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

## CERTIFICATE HOLDER

11967696

POR-18  
CITY OF PORTLAND  
BUREAU OF ENVIRONMENTAL SERVICES  
ATTN: DAN HEBERT  
1120 SW 5TH AVENUE, ROOM 1000  
PORTLAND OR 97204

## 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