

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

CONTRACT NO. _____

SHORT TITLE OF WORK PROJECT: CBWTP Biogas Utilization Project

This contract is between the City of Portland ("City," or "Bureau") and HDR Engineering, Inc. ("Contractor"). The City's Project Manager for this contract is Vu Han (503-823-2635).

Effective Date and Duration

This contract shall become effective on February 7, 2013, or on the date at which every party has signed this contract, whichever is later. This contract shall expire, unless otherwise terminated or extended, on June 30, 2016.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$298,600.00 for accomplishment of the work in Exhibit A.
 (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONTRACTOR DATA AND CERTIFICATION

Name (please print): _____ HDR Engineering Inc.

Address: _____ 1001 SW 5th Avenue, Suite 1800, Portland, OR 97204

Employer Identification Number (EIN) _____ 47-0680568
[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business License # _____ 670538

Citizenship: Nonresident alien _____ Yes _____ No

Business Designation (check one): _____ Individual _____ Sole Proprietorship _____ Partnership ☒ Corporation
 _____ Limited Liability Co (LLC) _____ Estate/Trust _____ Public Service Corp. _____ Government/Nonprofit

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

TERMS AND CONDITIONS

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

2. Effect of Expiration

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

3. Order of Precedence

This contract consists of these Terms and Conditions, 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.

SPECIAL PROVISIONS

- Section 3. Order of Precedence of the TERMS AND CONDITIONS is replaced with the follows:

"This contract consists of the Terms and Conditions, the Special Provisions, 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) the Special Provisions; b) the Terms and Conditions; c) the Statement of Work and Payment Schedule; and d) any exhibits attached to the contract."

- Section 8. Indemnification for Property Damage or Personal Injury of the TERMS AND CONDITIONS is replaced with the following:

"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 to the extent arising out of the intentional wrongful or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees or agents in the performance of their 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 of termination of this contract. Contractor's indemnification and defense obligation shall be limited to the percentage of fault apportioned to Contractor or its Subcontractors, suppliers, employees or agents by a court of law, arbitrator, or by mutual agreement of the parties."

878281

185872

**STATEMENT OF WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

The Scope of Work is set forth in the attached *Exhibit A – Statement of Work*, hereto made a part of the Contract.

Exhibit A – Statement of Work is for the pre-design phase and does not include the scope of services for Task 3 – Design Services, Task 4 – Bid Phase Services, and Task 5 – Services During Construction. The scope of Tasks 3, 4 and 5 will be determined by the results of the alternatives evaluation conducted during the pre-design phase and will be added to the Scope of Work by contract amendment with City Council approval.

CONTRACTOR PERSONNEL

Contractor's key personnel are identified in the attached *Exhibit A – Statement of Work*.

SUBCONTRACTORS

Contractor's subconsultants are identified in the attached *Exhibit A – Statement of Work*.

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 \$298,600.00 (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.

A level of effort for each Task described in the Scope of Work is set forth in the attached *Exhibit B – Fee Schedule*, hereto made a part of the Contract. Redistribution of allowable charges between Tasks must be approved in writing by the City Project Manager prior to initiating the work to be done. Any estimate of the hours necessary to perform the work is not binding on the City. The Contractor remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

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

PAYMENT TERMS: Net 30 Days

Hourly Rates

Hourly rates shall not exceed those set forth in *Exhibit B – Fee Schedule*.

Multiplier

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 Contractor 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 Contractor's project office. Travel costs will be reimbursed in accordance with the City's Travel Expense Guidelines, which are based on the General Services Administration (GSA) per diem rates.
- Photocopying/Reproduction Costs. Reproduction of required drawings, reports, specifications, bidding documents, in excess of the number required as part of the contract excluding the cost of reproduction for Contractor's or sub's own use.

Subcontractor Costs

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

Adjustment of Hourly Rates Due to Inflation

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

Rate increases are subject to the following limitations:

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

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

Progress Payments

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

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

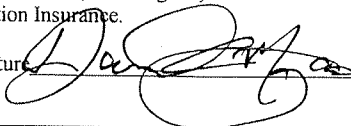
The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the City to Contractor.

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature



Date

12-19-12

Entity

HDR

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

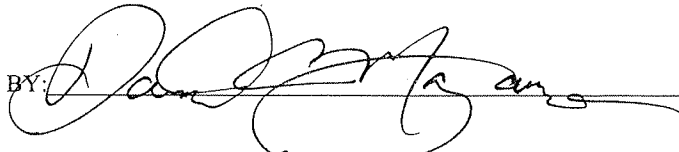
CONTRACTOR SIGNATURE:

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.

HDR ENGINEERING, INC.

BY:  _____

Date: 12-19-12

Name: David C Moyano

Title: Vice President

Contract No. _____

Contract Title: CBWTP Biogas Utilization Project

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: 12/26/12

EXHIBIT A**Statement of Work and Payment Schedule**

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I. Statement of Work

The CBWTP Co-Generation Facility Expansion Project (BES Project E10033) is being implemented to increase the portion of biogas that is beneficially used by the plant to offset energy consumption, reduce operational costs, and to promote sustainability practices. The scope of work includes review of the base assumption to expand the existing co-generation facility and to compare that alternative to other potential beneficial uses.

II. General Project Description

The CBWTP Co-Generation Facility Expansion will increase the electrical generating capacity of the co-generation system from 1.7 MW to approximately 2.6 MW. The project will require expansion of the existing gas treatment system to protect the engines. The heat recovery system will be modified to capture waste heat from the engines and also to provide necessary cooling of the engines to maintain performance.

The City of Portland Bureau of Environmental Services (BES) defines and programs capital projects in the following sequential phases:

1. Predesign
2. Design
3. Bid and Award
4. Construction
5. Startup and Closeout

This Scope of Work (SOW) is for professional services for the Predesign Phase. The major work elements are:

- Task 1. Project Management
- Task 2. Predesign Services
- Task 6. Quality Control Activities

Future phases of work will be determined at a later date based on the results of the Predesign Phase. The work elements for future phases are:

- Task 3. Design Services
- Task 4. Bid Phase Services
- Task 5. Services During Construction

III. Schedule of Work

Work shall start within 10 working days after Notice to Proceed. Contractor shall complete the Predesign Phase and submit final deliverables to the City on or before August 31, 2013.

IV. Contractor's Personnel

The following key personnel will be assigned to do the work for this project:

Dave Moyano, Principal-in-charge

Jeremy Holland, Project Manager
Muriel Gueissaz-Teufel, Design Manager
Don Best, Lead I&C Engineer

V. Subconsultants

The following subcontractors will be assigned to perform work in the capacities designated:

NAME	ROLE ON PROJECT
MEC Electrical Engineering	Electrical & Instrumentation Engineering
Cascade Design Professionals	Structural
The Greenbusch Group, Inc.	Noise Abatement
Shannon & Wilson	Geotechnical
3D Infusion	Drafting
Smith Culp Consulting	Value Engineering Facilitation

VI. Project Goals and Objectives

The goals of this project are to:

- Perform alternative analysis and provide recommendations for best use of the remaining available biogas at CBWTP.
- Expand cogeneration facility that maximizes biogas use at the plant, while minimally impacting plant operations.

The objectives of this project are to:

- Manage the project decision making by consensus, as much as practicable within the design schedule
- Manage overall project budget and schedule to ensure timely project completion within allocated budget.
- Design facilities to meet the projected biogas use goals, while meeting the air permitting requirements
- Design cost-effective facilities
- Design “good neighbor” facilities by prioritizing odor, noise, and visual mitigation
- Plan for effective operation and maintenance, including safety and risk minimization for operation and maintenance staff, best utilization of staff resources, and optimum automation, as qualified by CBWTP staff representatives.
- Design for process reliability and flexibility, for energy efficiency and optimization of plant energy resources, and for conservation of other resources, including maximizing recycling and reuse where practical
- Plan for minimum disruption to existing facilities, activities, and development
- Provide opportunities for input and review by CBWTP operations and maintenance staff at key milestones during the project
- Provide opportunities for the participation of M/W/ESB firms

VII. Owner-Provided Services

BES will provide the following:

- Participation of key engineering, operation and maintenance personnel at review workshops
- Meeting space for workshops and training
- Plant Operating Data
- Reports associated with CBWTP biosolids and cogeneration
- Compiled written review comments at key submittals
- Divisions 0 and 1 specifications, in Construction Specification Institute (CSI) 2004 MasterFormat (6 Digit)
- Survey data where requested
- Coordinate utility locates (if required)
- Geotechnical data where requested
- Two VE team members
- All permitting efforts. HDR will provide copies of project documents to support BES.
- As built drawings of the following facilities:
 - Cogeneration Facility
 - Digester Control Facilities
- Primary responsibility for witnessing Phase 1 of the field hardware operational ready testing (ORT1)
- Construction Management and Inspection Services
- PLC and iFix programming

The fee associated with this scope of work is based on the following assumptions:

- The duration of Tasks 1, 2, and 6 is assumed to be 9 months. Project management budget is provided for this duration.
- The duration of Tasks 3, 4, and 5 will be determined at a later date when the scope of work for these tasks is determined.
- Design phase services are based on the addition of an 850 kw to 1 MW cogeneration engine with associated heat recovery, electrical and control systems, and gas treatment system. If the alternatives evaluation results in a project that is not a cogeneration expansion, then design phase and construction phase services will be rescoped.
- Expanded cogeneration system will be provided in one building similar in construction as the existing engine building
- Existing building details and design elements will be available in electronic format to HDR
- Gas treatment system will be performance specified, supplier furnished system, similar to existing system.
- Existing electrical room will not house new equipment and will not be expanded to house new equipment.
- A separate electrical building will not be designed, electrical equipment will be incorporated into the building.
- Acoustical design based on providing sound attenuation panels.

- The preliminary design will be frozen after implementing the accepted recommendations from the Value Engineering study. Changes to the design subsequent of initiating Task 3 Design Services could result in additional engineering fee due to re-engineering that is required to implement changes during final design.
- Geotechnical report can be based on existing information made available to the geotechnical engineer. Borings will not be required for formulation of geotechnical recommendations.
- 100% and conformed Drawings will be provided in BES standard CAD format.
- Specifications will be prepared in CSI 2004 MasterFormat (6 digit).
- BES will reproduce and distribute final construction contract and conformed documents.
- BES will lead the bid phase, receive bidder questions, prepare and distribute addenda
- As-built drawings are not provided.
- HDR will use BES CADD standards where available and HDR CADD standards where no BES standards exist.
- HDR will use CBWTP Plant Electrical and Instrumentation Standards.
- Unless hardcopies are specifically described under a deliverable, all draft deliverables will be electronic file submittals.
- Final submittals will include an electronic submittal and one (1) hardcopy submittal, unless otherwise indicated.

Additional assumptions specific to tasks are listed with the tasks.

VIII. Scope of Work

The following is the scope of work to execute the project. The scope includes work to complete the Predesign Phase of work. Throughout the project there will be frequent coordination with the project team and BES staff. Collaborative workshops will be conducted during the alternatives evaluation.

Task 1—Project Management

The objective of this task is to lead, structure, and monitor the project Predesign Phase to meet project goals within the schedule and budget.

Subtask 1.1—Project Administration

Prepare and distribute a project management plan to include schedule, budget, roles, contacts, and procedures. Prepare and execute subconsultant agreements. Prepare monthly invoices and subconsultant payment and utilization report.

Subtask 1.2—Progress Reporting

Prepare monthly progress reports to advise BES project manager of project status. The report will accompany invoices and will include monthly progress by task, task budget status, and estimated percentage complete. A decision log, list of outstanding issues, and updated schedule will also be included.

Subtask 1.3—Coordination Meetings

During design, conduct weekly internal team meetings to review progress, coordinate disciplines, and identify information needs. The project manager will communicate via email as needed with BES project manager to provide project status between progress reports.

Task 1 Deliverables: Project management plan, subconsultant agreements, monthly invoices and progress reports, decision logs and project schedule.

Task 1 Assumptions: None

Task 2—Pre-design Services

The objective of this task is to evaluate alternatives to best use remaining biogas, select a preferred alternative, and develop 30% design documentation for the biogas use system, which will be used as a milestone to confirm or modify design direction prior to beginning detailed design. At the end of Preliminary Design Services, the sizing and configuration of the expanded biogas use system and the selection of major equipment items will be finalized.

Subtask 2.1 – Alternatives Evaluation and Selection

Confirm, by comparison with other biogas use technologies, that the expansion of co-generation at CBWTP is the best long term strategy for the City. This will be achieved through development of conceptual designs and operational concepts for the below listed alternatives, which will be compared with the baseline option of expanding co-generation, using a Sustainable Return on Investment (SROI) approach. The concepts will be compared through conceptual baseline direct capital and O&M cost comparison, with additional monetized incorporation of non-cash benefits and externalities into the decision making process. The results provide a range of possible outcomes and their likelihood of occurrence using advanced risk analysis techniques. The Alternatives Evaluation and Selection subtask includes the following activities:

Subtask 2.1.1 Kickoff Meeting

Meeting will be held at CBWTP and include design team and all appropriate BES design and operation staff to discuss the overall goals of the project and learn key issues that need to be addressed in the pre-design phase.

Subtask 2.1.2 Research, Gather, and Analyze Data

It is assumed that City staff will provide input to the SROI analysis, including estimated construction costs and operating costs, design and sizing criteria, physical characterizations of facilities, energy production, potential revenue and economic analyses, etc., necessary to support the sustainability analysis. HDR will also research, gather and analyze further information necessary to conduct the sustainability analysis.

Subtask 2.1.3 Alternatives Development

After review of existing data HDR will complete conceptual development of the following alternatives, including conceptual level criteria such as project cost estimates, O&M estimates, revenues, incentives and grant opportunities. Existing data to be reviewed will include the recently completed ODOE Biogas Study Report.

- Gas scrubbing for vehicle fuel(include production of vehicle fuel) or natural gas sale
- Gas Sale to industries
- Co-generation facility expansion standard size (with and without waste heat used for-drying biosolids, primary effluent warming, secondary effluent cooling, additional space heating, or space cooling with absorption chiller)
- Co-generation facility expansion maximum size with gas storage (with and without waste heat used for-drying biosolids, primary effluent warming, secondary effluent cooling, additional space heating, or space cooling with absorption chiller)

Subtask 2.1.4 Structure and Logic Diagrams. HDR will produce structure and logic diagrams outlining the benefits and costs related to the sustainable features/alternatives identified.

Subtask 2.1.5 Develop Model. HDR will create, populate and vet the SROI model with detailed inputs sourced from subject matter experts on the project team, as well as external sources.

Subtask 2.1.6 Workshops

HDR and BES staff will meet for three (3) workshops to evaluate and select the biogas use alternative. Those workshops include the following:

- Workshop #1: Criteria Development – A 2-hour workshop to discuss the criteria used for evaluating and selecting a biogas alternative. Criteria could include cost, efficiency, ease of maintenance and operation, flexibility for fuel fluctuations, safety, sustainability, etc.
- Workshop #2: Risk Analysis Process – HDR will facilitate a 4-hour interactive Risk Analysis Process (RAP) session whereby key stakeholders are brought together to develop and reach consensus on the inputs and calculations used in the various models. Attendees may include BES staff, project team members, HDR staff, and industry experts.
- Workshop #3: Presentation of Results – A 4-hour workshop to review the alternatives developed under Alternatives Development, the criteria developed from Workshop #1, and the results from the SROI analysis. Comments on the results of the analysis will be provided for incorporation into the final report.

Subtask 2.1.7 Final Alternatives Evaluation and Selection Report

The Final Alternatives Evaluation and Selection Report will document the alternatives evaluation process. Descriptions of the alternatives, the selection criteria, the SROI model, SROI results, and final selection will be included in the Report. Workshop notes will be attached as an appendix to document the selection process.

Subtask 2.1 – Deliverables

- Kickoff meeting material, including presentation, notes, action items, and focus points.
- Agendas, handouts, meeting notes with action items and decision points. Meeting notes will be provided for review to BES staff and subsequently bound into the Final Alternatives Evaluation Report.
- Draft report Alternatives Evaluation Report.
- Final Alternatives Evaluation Report with comments incorporated and recommendation for design.

Subtask 2.1 – Assumptions

- Kickoff meeting will be attended by project manager, design manager, project engineer, and electrical engineer.
- Kickoff meeting material will be provided to BES electronically prior to meeting.
- Conceptual cost estimates will be prepared based on engineering experience, limited vendor quotes, factors for trade disciplines and factors for additional project costs.

- BES will provide input for multipliers used to establish total project costs.
- Data will be provided to HDR in Excel format.
- HDR Technical experts will participate in workshops 1 and 3 via telephone.
- Workshop materials will be provided to BES electronically prior to workshops.
- BES will provide one consolidated set of review comments for each deliverable.

Subtask 2.2 – Predesign Report

Develop a Predesign Report for the selected alternative to confirm the design criteria, concepts, understanding, control strategies, and basis of design standards, including geotechnical findings. The Predesign Report will summarize technical criteria and assumptions used for the design and includes an evaluation of code interpretation and permit requirements for the project to verify that applicable codes and standards have been included and relevant design conditions have been met. The Predesign Report subtask includes the following activities:

Subtask 2.2.1 Predesign Report Development

- Assist with Negotiation with PUC/PGE Partial Services Requirement, including a discussion to sell power directly to PGE and separately purchase all power used at the plant, rather than offsetting power use. Seek to avoid need to relocate power generation feed to Portsmouth substation
- Establish design criteria
- Establish design standards, including code requirements
- Confirm engine-generator size
- Confirm siting, including future build out plans
- Confirm building option, including structure or enclosure approach
- Define geotechnical conditions for design
- Evaluate issues associated with meeting requirements of DEQ's Air Contaminant Discharge Permit (ACDP) and recommend how to permit the cogeneration facilities. Emissions calculations will be provided in the predesign report.
- Evaluate issues with long delivery equipment items and construction packaging, including pre-purchase, sole source or approaches to maintain competitive selection of equipment
- Evaluate safety considerations for equipment access, facility access and egress, and daily maintenance considerations
- Recommend ancillary systems needed for the cogeneration system. This will cover primarily the hot water system, but also give consideration to the lube oil system, compressed air system, and potable and non-potable water requirements.
- Analyze and recommend noise mitigation approaches
- Further define funding opportunities, including grants or low interest loans at the State and/or Federal level
- Provide recommendations for maintenance agreement approaches with expanded cogeneration system

Subtask 2.2.1 Deliverables:

- Draft Geotechnical Report
- Draft Predesign Report, electronic and ten (10) hardcopies.
- CAD files samples for review

Subtask 2.2.2 Predesign Report Review Meeting

- Meeting with BES engineering and operations staff to evaluate and confirm basis of design. Subsequent to the meeting, those notes will be provided to BES staff for review and will then be bound into the Predesign Report. The Predesign Report will include an Executive Summary that reviews these key decisions, a budget estimate for construction, and a preliminary construction schedule.

Subtask 2.2.2 Deliverables: Agenda, meeting handouts and notes, including action and decision items.

Subtask 2.2.3 Final Predesign Report

Incorporate BES staff comments and finalize establishment of design basis and CAD standards

Subtask 2.2.3 Deliverables: Final Predesign Report, electronic and ten (10) hardcopies.

Subtask 2.2 Assumptions:

- BES will provide one consolidated set of review comments for each deliverable.

Subtask 2.3 – 30% Preliminary Design

Further develop design elements and documents with sufficient clarity to confirm major equipment features and configuration, including number of units, size, and physical layout, structures, access, main operational considerations (including media change out, number of standby units, local/SCADA control items, lube oil, heat recovery, existing/new equipment interface, equipment access, parts interchangeability), and control philosophy. This task includes the following activities:

Subtask 2.3.1 Develop 30% Preliminary Design Documents

Items to be provided and review of these items at this level will include:

- Design Criteria
- Process Flow Diagrams
- Preliminary Process and Instrumentation Diagrams (P&IDs) that depict the mechanical equipment, piping, and instrumentation.
- Preliminary Table of Contents for the Technical Specifications. Draft copies of specialized specifications.
- Preliminary equipment list that allows basic verification of equipment number, equipment size, equipment power requirements and basic controls and operating strategies.
- Preliminary fault analysis, coordination, and arc flash study.

Subtask 2.3.1 Deliverables:

- 30% Drawings, electronic and twenty (20) hardcopies.
- Major Equipment Draft Specifications
- Preliminary fault analysis, coordination, and arc flash study Technical Memorandum
- Budget Project Cost Estimate
- Construction Schedule and Sequencing

- Construction constraints, sequences, strategies, and schedules will be developed. HDR will use the overall timeline identified by BES for the duration of the construction schedule.

Subtask 2.3.2 30% Preliminary Design Review Meeting

Meeting with BES engineering and operations staff to evaluate and confirm design direction. Subsequent to the meeting, meeting notes will be provided to BES staff for review.

Subtask 2.3.2 Deliverables: Agenda, meeting handouts and answers to comment log.

Subtask 2.3.3 Conduct Value Engineering

A value engineering session will be conducted with expert staff independent of the project team. The value engineering session will last for three days, with the report produced within two weeks of the value engineering session. Budget is included for a facilitator for the three day session, and one technical expert to participate in the session. HDR Project Manager and Design Manager will participate in a recommendations review meeting at the conclusion of the value engineering session to review and discuss the recommendations from the value engineering team.

Subtask 2.3.3 Deliverables:

- Value engineering report with recommendations, electronic and ten (10) hardcopies
- Responses from the engineering team

Subtask 2.3 Assumptions:

- BES will provide one consolidated set of review comments for each deliverable.

Task 3— Design Services

- The scope of these services will be determined based on the results of Task 2.

Task 4—Bid Phase Services

- The scope of these services will be determined based on the results of Task 2.

Task 5—Services During Construction

- The scope of these services will be determined based on the results of Task 2.

Task 6—Quality Control Activities

Subtask 6.1 Predesign Phase Project Guide and QC Plan - The project will be initiated with a project guide that provides the design team a clear understanding of the project with items such as scope of services, work breakdown structure, project schedule and key milestones, project contacts, communication protocol, filing system, project standards, and Quality Control Plan. The Quality Control Plan is an essential element to each Project Guide for providing a clear understanding of when deliverables are submitted internally for review, who is completing

reviews, the standards and requirements that must be met for the reviews, and the budgets allocated to complete the reviews.

Subtask 6.2 Predesign Phase Management Reviews (0%,30%)– The project will include management reviews to review and track the performance of the project during design. Elements of each management review include review of project risks, client satisfaction, scope, schedule, and budget status, and staffing.

Subtask 6.3 Criteria and Concepts Review – At approximately a 10% design stage, the project will include a Criteria and Concepts Review (CCR). The CCR is an early stage technical review of the project design criteria to determine whether there are any items that should be adjusted or confirmed prior to advancing to a predesign milestone. At the conclusion of the review, any recommended project changes will be presented to BES in a brief CCR Recommendations Memorandum.

Subtask 6.4 Quality Control Reviews – Each deliverable will receive a quality control review prior to submittal. A quality control lead will perform an overall review, while discipline specific leads will review for technical

Task 6 Deliverables:

- Predesign Phase Project Guide
- Predesign Phase QC Plan
- CCR Recommendations Memorandum

EXHIBIT B

PROFESSIONAL SERVICES FOR: BES Cogen Expansion E10033		HDR Engineering																
		Principal / Program Manager	Technical Advisor / QA	Project Manager	Design Manager	Project Engineer	Architect	Mech Engineer	Civil Engineer	Cost Estimator	Start Up & Operations	CAD Manager	CAD Technician	Project Assistant	Project Controller	VE Facilitator	VE Technical Experts	Hours
Billing Rate		\$ 240.39	\$ 242.90	\$ 213.70	\$ 167.16	\$ 128.83	\$ 168.24	\$ 128.83	\$ 136.31	\$ 130.42	\$ 191.34	\$ 136.78	\$ 81.12	\$ 85.09	\$ 87.64	\$ 228.46	\$ 333.05	
Task Description																		
Task 1 - Project Management																		
	1.1 Project Administration			12										16	40			68
	1.2 Progress Reporting			4										4	4			12
	1.3 Coordination Meetings			12														12
	Sub-total	0	0	28	0	0	0	0	0	0	0	0	0	20	44	0	0	92
Task 2 - Predesign Services																		
	2.1 Alternatives Evaluation and Selection			168		167		40		24		4	56	18			36	513
	2.2 Predesign Report			32	46	56	12	4	8					12		24	24	218
	2.3 30% Design			36	84	104	16	24	18	24		44	168	8				526
	Sub-total	0	0	236	130	327	28	68	26	48	0	48	224	38	0	24	60	1,257
Task 3 - Design Services																		
	3.1 60% Design																	0
	3.2 90% Design																	0
	3.3 Final Design/Bid Set																	0
	Sub-total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 4 - Bid Phase Services																		
	Bid Phase Services																	0
	Sub-total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 5 - Services During Construction																		
	5.1 Design Support Services																	0
	5.2 Electrical, I&C Assistance																	0
	5.3 Final Field Inspection																	0
	5.4 Startup, Training, and O&M Assistance																	0
	Sub-total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 6 - Quality Control Activities																		
	6.1 Design Phase Project Guide and QC Plan	2		8										8				18
	6.2 Design Phase Management Reviews														8			8
	6.3 Criteria and Concepts Review		8															8
	6.4 Quality Control Reviews		4															4
	6.5 Construction Phase Project Guide and QC Plan			2										8				10
	6.6 Const Phase Management Reviews														8			8
	Sub-total	2	12	10	0	0	0	0	0	0	0	0	0	16	16	0	0	56
Hours		2	12	274	130	327	28	68	26	48	0	48	224	74	60	24	60	1,405
Fee		\$481	\$2,915	\$58,554	\$21,731	\$42,127	\$4,711	\$8,760	\$3,544	\$6,260	\$0	\$6,566	\$18,170	\$6,297	\$5,258	\$5,483	\$19,983	
Sub-consultant Budget w/ Mark-up																		

EXHIBIT B

			MEC Electrical Engineering						Cascade Design Professionals					Additional Subconsultants					Total Fee (includes sub-consultant mark-up)
Labor	Total Expenses	HDR Fee	Majid Habibi	Rick Harrison	Jaelynn Harris	Debbie Glaus	Labor	Subconsultant Total	Pual Kluvers	Project Engineer	Drafter	Labor	Subconsultant Total	Shannon & Wilson	The Greenbusch Group	3D Infusion	Labor	Subconsultant Total	
			195.00	99.00	90.00	62.00			140.00	103.00	78.00			172.55	114.80	90.00			
\$ 7,431	\$ 74	\$ 7,506					\$ -	\$ -				\$ -	\$ -				\$ -	\$ -	\$ 7,506
\$ 1,546	\$ 15	\$ 1,561					\$ -	\$ -				\$ -	\$ -				\$ -	\$ -	\$ 1,561
\$ 2,564	\$ 26	\$ 2,590					\$ -	\$ -				\$ -	\$ -				\$ -	\$ -	\$ 2,590
\$ 11,541	\$ 115	\$ 11,657	0	0	0	0	\$ -	\$ -	0	0	0	\$ -	\$ -	0	0	0	\$ -	\$ -	\$ 11,657
\$ 84,310	\$ 6,843	\$ 91,154	8	28			\$ 4,332	\$ 4,332				\$ -	\$ -				\$ -	\$ -	\$ 95,702
\$ 39,864	\$ 4,399	\$ 44,263	22	80			\$ 12,210	\$ 12,210	2	2		\$ 486	\$ 486	75			\$ 12,941	\$ 12,941	\$ 71,182
\$ 66,827	\$ 1,668	\$ 68,495	28	92	72	72	\$ 25,512	\$ 25,512	4	22	44	\$ 6,258	\$ 6,258		42	24	\$ 6,982	\$ 6,982	\$ 109,184
\$ 191,002	\$ 12,910	\$ 203,912	58	200	72	72	\$ 42,054	\$ 42,054	6	24	44	\$ 6,744	\$ 6,744	75	42	24	\$ 19,923	\$ 19,923	\$ 276,069
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\$ 2,871	\$ 29	\$ 2,900					\$ -	\$ -				\$ -	\$ -				\$ -	\$ -	\$ 2,900
\$ 701	\$ 7	\$ 708					\$ -	\$ -				\$ -	\$ -				\$ -	\$ -	\$ 708
\$ 1,943	\$ 19	\$ 1,963					\$ -	\$ -				\$ -	\$ -				\$ -	\$ -	\$ 1,963
\$ 972	\$ 10	\$ 981		24			\$ 2,376	\$ 2,376				\$ -	\$ -				\$ -	\$ -	\$ 3,476
\$ 1,108	\$ 11	\$ 1,119					\$ -	\$ -				\$ -	\$ -				\$ -	\$ -	\$ 1,119
\$ 701	\$ 7	\$ 708					\$ -	\$ -				\$ -	\$ -				\$ -	\$ -	\$ 708
\$ 8,296	\$ 83	\$ 8,379	0	24	0	0	\$ 2,376	\$ 2,376	0	0	0	\$ -	\$ -	0	0	0	\$ -	\$ -	\$ 10,874
\$ 210,839	\$ 13,108	\$ 223,948	58	224	72	72	\$ 44,430	\$ 44,430	6	24	44	\$ 6,744	\$ 6,744	75	42	24	\$ 19,923	\$ 19,923	
							\$ 46,652	\$ 46,652				\$ 7,081	\$ 7,081				\$ 20,919	\$ 20,919	
																			\$ 298,600

185872



CERTIFICATE OF LIABILITY INSURANCE

6/1/2013

DATE (MM/DD/YYYY)

5/24/2012

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).

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City 64112-1906
(816) 960-9000

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Fire Insurance Company

19682

INSURER B: St. Paul Fire and Marine Insurance Company

24767

INSURER C: Sentinel Insurance Company, Ltd.

11000

INSURER D: Zurich American Insurance Company

16535

INSURER E:

INSURER F:

INSURED 1013472 HDR ENGINEERING, INC.
ATTN: LOUIS J. PACHMAN
8404 INDIAN HILLS DRIVE
OMAHA, NE 68114-4049

COVERAGES HDRIN01 SA CERTIFICATE NUMBER: 11817001

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	Y	Y	37CSEQU0950	6/1/2012	6/1/2013	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 - COMP/OP AGG \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37MCPQU1160 (MA)	6/1/2012 6/1/2012 6/1/2012	6/1/2013 6/1/2013 6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 WC STATUTORY LIMITS \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	ZUP-10R64084-12-NF (EXCLUDES PROF. LIAB)	6/1/2012	6/1/2013	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 PER CLAIM: \$1,000,000. AGG: \$1,000,000.
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	91WEOH1000	7/1/2012	7/1/2013	
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	EOC9260026-05	6/1/2012	6/1/2013	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: CBWTP CO-GENERATION FACILITY EXPANSION PROJECT (BES PROJECT E10033). CITY OF PORTLAND, AND ITS AGENTS, OFFICERS, AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE APPLICABLE BY LAW.

CERTIFICATE HOLDER

CANCELLATION

11817001

CITY OF PORTLAND
5001 N COLUMBIA BLVD
PORTLAND OR 97203

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