

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

CONTRACT NUMBER _____

TITLE OF WORK PROJECT
SE Hawthorne Sewer Improvements

This contract is between the City of Portland ("City," or "Bureau") and Harper Houf Peterson Righellis, Inc., hereafter called Consultant. The City's Project Manager for this contract is Bill Owen.

Effective Date and Duration

This contract shall become effective on July 1, 2013. This contract shall expire, unless otherwise terminated or extended, on December 31, 2015.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$422,441 for accomplishment of the work.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Harper Houf Peterson Righellis, Inc.

Address: 205 SE Spokane St., #200, Portland, OR 97202

Employer Identification Number (EIN): 931045332
[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]

City of Portland Business Tax Registration Number: 404477

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

Consultant 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 Consultant 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, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant'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 Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant 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 subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

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

8. Indemnification for Property Damage and Personal Injury

Consultant 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 Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant 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

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

(a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

Required and attached or Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

(b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required and attached or waived by Bureau Director or designee

(c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required and attached or waived by Bureau Director or designee

(d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Required and attached (See SPECIAL PROVISIONS below) or waived by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the

same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including all relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Upon City's request, Consultant shall provide evidence that any subconsultant performing work or providing goods or service under the Contract has the applicable types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant 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 Consultant 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 Consultant 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. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant 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 Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-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 Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

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

12. Equal Benefits

Consultant 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 Consultant 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 Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant 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 Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant'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 Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant 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 Consultant 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 Consultant shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Consultant's Personnel: / / Applicable / / Not Applicable

If applicable, the Consultant 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. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subconsultants 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

1. Professional Liability Insurance

Paragraph 9. Insurance, subparagraph (d) is revised as follows:

(d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract, provided such coverage is available and economically feasible.

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

Overview

The City's Bureau of Environmental Services (BES) has completed the Integrated Taggart D Pre-design Final Report, which serves as the basis for the bureau's current Tabor to the River (T2R) Program. This report contains the conceptual design for the SE Hawthorne Sewer Reconstruction (TGD-23) project.

The project area is generally bound by SE Main to the North, SE Clay to the South, SE 51st to the East and SE 41st to the West. Most project work is along SE Hawthorne Boulevard. BES staff reviewed the conceptual design and recently concluded the following elements should be included in this capital project:

- 12 vegetated stormwater (a.k.a. green street) facilities.
- 3,300 linear feet of combined sewer pipe replacement due to insufficient capacity (diameters ranging from 12 to 36 inches)
- 550 linear feet of combined sewer pipe replacement due to poor structural condition (diameters ranging from 12 to 36 inches)
- 900 linear feet of new sanitary sewer pipe (8-inch diameter)

The project design duration is anticipated to last 18 months. Following is an estimated schedule for project design and construction. A detailed Microsoft Project schedule of deliverables will be developed with input from BES staff within the first 30 days after notice to proceed.

- | | |
|----------------------|--------------|
| • Engineering Phase | 6/13 – 1/15 |
| • Bidding Phase | 1/15 – 3/15 |
| • Construction Phase | 3/15 – 12/15 |

Task 1 - Project Management Services

The purpose of the project management services is to monitor the progress of the project throughout the duration of the contract. Specific items to be addressed as part of this task include:

- (a) Project monitoring
 - Oversee and coordinate the consultant team to ensure qualified technical and support staffing is provided for each subtask.
- (b) Budget and schedule control procedures
 - Conduct regular internal status reviews to maintain budget, schedule and quality.
- (c) Invoicing and billing procedures
 - Prepare monthly invoices and progress reports as specified in the Progress Payments section of this contract.

- (d) Quality Assurance and Control procedures
- Ensure internal QA/QC procedures are adhered to. QA/QC protocols shall conform with the standards identified in BES Manual #2, *Engineering Services Quality Manual*.
- (e) Communication protocols
- Conduct regular communication with BES project manager throughout the project. Communication should be forward looking proactive rather than reactive for timely resolution of upcoming work items.

Deliverables

- Monthly Invoices, Monthly Subconsultant Payment and Utilization Reports, and Progress Reports. One copy due monthly.

Task 2 – Meeting Support

2. Meetings Support

- 2.1. Attend project Pre-Design Workshop, all key staff in attendance
- 2.2. Attend Team Meetings
- 2.2.1. Attend meetings with City Project Manager
Anticipated 18 meetings (one per month)
- 2.2.2. Attend meetings with consultant design team
Anticipated 18 meetings (one per month)
- 2.3. Attend Bureau Coordination Meetings
Anticipated 4 meetings (one per design submittal)
- 2.4. Attend Business and Property Owner Meetings
Anticipated 6 meetings
- 2.5. Attend Public Meetings
Anticipated 2 meetings

Deliverables

- Meeting minutes from Tasks 2.1, 2.3. and 2.4
- Meeting current/resolved issues & decision log from Tasks 2.2
- Supporting material for public meetings

Task 3 – Background Data Collection

3. Data Review & Collection

- 3.1. Collect and review data pertinent to the project, including but not limited to, existing as-built utility information, GIS data, and available data on the proposed plan for the SE Hawthorne Sewer Improvements.
- 3.2. Field-verify survey and existing conditions.
- 3.3. *Supplemental Survey Contingency Task*
- 3.3.1. *Provide up to 2 days of field survey*
- 3.3.2. *Provide up to 2 days of office plan preparation*

Deliverables

- Copies of pertinent data files required to include in project archive

Task 4 - Project Design

The project will consist of completion of bid documents. The consultant has responsibility for performing the following services:

4. Design all elements of work necessary to meet project objectives for each submittal:
 - 4.1. 30% Design Documents
 - 4.2. 60% Design Documents
 - 4.3. 90% Design Documents
 - 4.4. 100% Design Documents
 - 4.5. Final Bid Documents

Design Standards:

- Plans and technical specifications shall conform to the City of Portland's Construction Specifications format. Plans shall be prepared using AutoCAD Civil 3D and BES CAD Standards (see <http://www.portlandoregon.gov/bes/53917>).

Deliverables

30% Design

- 30% PS&E – 7 copies
 - Special Provisions outline
 - Preliminary construction estimate
 - Plans
 - Horizontal alignment of pipes set (1"=20')
 - Ground contours from survey data shown on profile views
 - First draft of vertical alignment for piping
 - Plan view of utilities (1"=20')
 - Plan view of storm facilities (1"=20')
 - Location of trees
 - Documentation indicating that pertinent QA/QC procedures were completed for all deliverables
 - Preliminary Design Report
 - Design criteria
 - Alternatives Analysis Memo
 - Design Alternatives (includes any concerns regarding urban design, civil, traffic, and constructability elements)
 - Estimating
 - Correspondence
 - Design recommendations
 - Staging concepts
 - Identify data collection needs
 - Preliminary Stormwater Calculations and Narrative
 - BES manhole QC spreadsheets
- 1st utility notification letters (sent following completion of 30% design)
- List of outstanding items for resolution and/or risk mitigation

60% Design

- 60% PS&E – 7 copies
 - Tabulation of comments received on 30% Construction Documents and corresponding actions taken
 - Special Provisions outline
 - Preliminary construction estimate
 - Plans
 - Horizontal alignment finalized for piping (1"=20')
 - Vertical alignment of piping set
 - Utilities clearly shown in plan and profile view along with utility diameters
 - All alignment conflicts identified and addressed
 - First draft of construction notes for piping
 - Plan view of storm facilities with notes (1"=20')
 - Grading details for storm facilities and ramps (1"=5')

- Planting Plans (showing utilities)
- Staging and Traffic Control plans (1"=20')
- First draft of detail sheets
- Specifications. First draft of special provisions
- Preliminary storm report and calculations (PAC printouts)
- Engineers Estimate
- Documentation indicating that pertinent QA/QC procedures were completed for all deliverables
- Utility Conflict Log
- 2nd utility notification letters for BES Chief Engineer signature (sent following completion of 60% design)
- List of outstanding items for resolution and/or risk mitigation

90% Design

- 90% PS&E - 7 copies.
 - Tabulation of comments received on 60% Construction Documents and corresponding actions taken
 - Plans
 - Horizontal/vertical alignment of all piping finalized (1"=20')
 - All utilities shown along with depths
 - All bubble notes and construction notes shown
 - Plan view of storm facilities with notes (1"=20')
 - Grading details for storm facilities and ramps (1"=5')
 - Planting Plans
 - Staging and Traffic Control plans (1"=20')
 - All detail sheets shown
 - Specifications
 - Second draft of special provisions
 - Final storm report and calculations
 - Revised Engineers Estimate
 - Documentation indicating that pertinent QA/QC procedures were completed for all deliverables
 - Utility Conflict Log
- List of outstanding items for resolution and/or risk mitigation

100% Construction Documents - 7 copies.

- Tabulation of comments received on 90% Construction Documents and corresponding actions taken
- Plans
- Special Provisions
- Construction Schedule
- Revised Engineers Estimates
- Final Design Report
- Documentation indicating that pertinent QA/QC procedures were completed for all deliverables
- Utility Conflict Log

Final Construction Documents - 2 copies.

- Tabulation of comments received on 100% Construction Documents and corresponding actions taken
- Stamped Plans
- Stamped Special Provisions
- Final Construction Schedule
- Final revised Engineers Estimate
- Bid Tab
- Utility Conflict Log
- 3rd utility notification letters with final plans
- All AutoCAD files related to design

Estimated Plan Set Sheet Count

Sheet title/section	Estimated Sheet Count
Title Sheet / Vicinity&Location	1
Index of Sheets/Key Map	3
Erosion Control Plans and Details	4
Sewer Plan and Profile Sheets	18
Sewer Details	3
Stormwater Facility Index	1
Stormwater Facility Basin Map	1
Stormwater Facility Plan	8
Stormwater Facility Detailed Grading	8
Stormwater Facility Details	5
Stormwater Facility Planting Plans	6
Stormwater Facility Planting Details	4
Traffic Control Plans	14

Task 5 – Bid Support

It is assumed that during the letting process Plan Holders may ask clarifying questions and/or identify areas within the bid documents that need to be amended. The Consultant shall be available to respond to questions and prepare an addendum(s) to the bid documents. It is assumed that a pre-bid meeting with prospective Construction Contractors (CCs) will not be required.

The following services will be included in the contract:

- Written log of conversations, questions and answers. Responses to questions must be forwarded to BES for distribution within one business day from the time that a question is received by Consultant.
- Up to three (3) text of any addenda determined to be necessary and appropriate, due as scheduled by the City.
- Up to three (3) plan modification details for use in addenda, due as scheduled by the City.

Deliverables

- Addenda, plan modification details, and copies of pertinent communications of requested support services in this Task

Task 6 - Construction Phase Services

The following services will be included in the contract.

- Provide engineering support services during construction such as review of submittals, shop drawings, and requests for information.
- Provide on-call design assistance.

Deliverables

- Copies of pertinent communication of requested support services in this Task

Deliverables

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

Deliverables shall consist of the specified quantity of copies plus an editable electronic version of the product. All deliverables and resulting work products from this contract are the property of the City of Portland.

WORK PERFORMED BY THE CITY

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

Survey Services:

Provide a set of control points to be used for field investigations and construction.

Establish property lines from located monument, maps, and legal descriptions.

Provide property maps and computations for the writing of easements and/or property purchases or leases.

All information resulting from the original survey will be provided in a DCA format suitable for AutoCAD use.

Geotechnical and Environmental Assessment Services:

As necessary, BES will provide a set of soil profile, pavement cores, and contaminated media assessment for bid quantities and other supporting information for the final bidding documents.

Public Involvement:

BES will be responsible for coordinating all public involvement activities necessary to support this project. As necessary, the successful Proposer will support this work by developing pertinent graphics and attend public meetings.

Construction Management:

BES will be responsible for the project construction management, field inspection, special inspections, record keeping, administration and coordination of contractors and subcontractors during the construction phase of the project. BES will coordinate internal reviews of contractor submittals.

Printing of Documents:

BES will be responsible for advertising, printing and distributing the final set of bidding and contract requirements, detailed plans and technical specifications. BES will also print and issue addenda. BES will print and distribute conformed documents.

Bid Evaluation Report:

BES will evaluate all bids submitted and prepare a bid analysis and evaluation report.

Permits:

BES will apply for and obtain any required conditional use, building, and regulatory permits, including any exceptions that may be required for the project.

Owner-Furnished Data:

BES will provide technical data known by the BES Project Manager to be in the City's possession relating to the services required on this project.

Bidding and Contract Requirements:

BES will prepare Bidding and Contract Requirements (Part 00100 – General Requirements).

Other specific duties that the City will perform include monitoring the progress of Consultant's work and acquisition of any property right-of-way or easements that may be required.

CONSULTANT KEY PERSONNEL

The Consultant shall assign the following key personnel to do the work in the capacities designated. Substitutions or changes in key personnel shall not be made without written approval of the City. City's approval shall not be unreasonably withheld, i.e. individual moves and cannot reasonably continue work on the project or individual ends employment with Consultant.

NAME	ROLE ON PROJECT
HARPER HOUF PETERSON RIGHELLIS	
Bruce Haunreiter, PE	Project Manager
Ron Peterson, PE, LEED AP	Principal-in-Charge QA/QC
Ben Austin, PE	Project Engineer
John Campbell, PLS	Project Surveyor
Jake Lydon	Civil Designer
NEVUE NGAN	
Ben Ngan, RLA	Landscape Architect
DKS ASSOCIATES	
Dana Beckwith, PE, PTOE	Traffic Control Project Engineer
STACY AND WITBECK	
Brodie Harvey	Constructability Review

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Nevue Ngan Associates	Landscape Architecture	\$59,321
DKS Associates	Traffic Engineering	\$39,210
Stacy and Witbeck	Constructability Review	\$12,250

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$100,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants 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 Consultant can be paid on this contract is \$422,441 (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 Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant 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 Consultant 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 Consultant's compensation will be based on the Consultant's bills previously submitted for acceptable work performed and approved.

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

TASK	DESCRIPTION	COST NOT TO EXCEED
1	Project Management Services	\$ 49,600
2	Meeting Support	\$ 55,274
3	Background Data Collection	\$ 9,173
4	Project Design	\$ 250,104
5	Project Management	\$ 18,644
6	Construction Phase Services	\$ 39,646
TOTAL CONTRACT AMOUNT		\$ 422,441

The task amounts noted above include \$59,321 in subcontracting to an M/W/ESB certified firm, representing M/W/ESB participation of 14% of the total contract amount.

Hourly Rates

The billing rates shall not exceed those set forth below:

Classification	Hourly Billing Rate
<i>HARPER HOUF PETERSON RIGHELLIS</i>	
Senior Principal	\$195.00
Project Manager	\$160.00
Quality Control Engineer	\$150.00
Project Engineer	\$150.00
Senior Civil Designer	\$95.00
CAD Technician	\$80.00
Structural Engineer	\$110.00
Project Surveyor	\$120.00
Survey Technician	\$90.00
Survey Party Chief	\$90.00
Survey Instrument Person	\$60.00
Clerical	\$65.00
<i>DKS ASSOCIATES</i>	
Traffic Engineering QA/QC	\$185.00
Traffic Engineering Task Manager	\$135.00
Project Engineer	\$95.00
CAD Support	\$85.00
Tech J/Admin. Support	\$80.00
<i>STACY AND WITBECK</i>	
Construction Manager	\$150.00
Construction Supervisor	\$130.00
<i>NEVUE NGAN</i>	
Senior Landscape Architect	\$140.00
Landscape Architect	\$82.00
Landscape Designer	\$69.00

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

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up.

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

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. There will be no markup on subconsultant services for this contract.

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant 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 expected cost at completion. The Consultant shall also submit a progress report with each invoice describing the tasks performed during the period and those anticipated during the next period. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant 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 Consultant 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 Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

Payment Terms: Net 30 Days**ACH Payments**

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <http://www.portlandoregon.gov/bfs/article/409834?>

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

186048

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST SIGN HERE:

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

Contractor Signature: [Signature] Date: 4-23-13 Entity: HHR INC.

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST COMPLETE THE FOLLOWING INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT:

As an independent contractor, I certify that I meet 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

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONTRACTOR DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
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

86048

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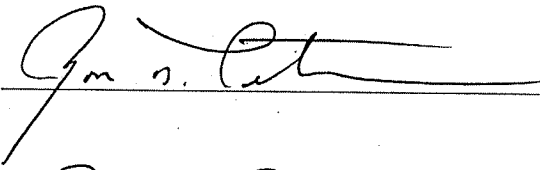
CONSULTANT SIGNATURE:

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 Consultant 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.

HARPER HOUF PETERSON RIGHELLIS, INC.

BY:  Date: 4-23-13

Name: RON D. PETERSON

Title: PRINCIPAL

Contract Number: _____

Contract Title: SE Hawthorne Sewer Improvements

CITY OF PORTLAND SIGNATURES:

By: n/a Date: _____
Bureau Director

By: n/a Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney