

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

CONTRACT NUMBER _____

**TITLE OF WORK PROJECT
Fremont Wastewater Pump Station Upgrades**

This contract is between the City of Portland ("City," or "Bureau") and BergerABAM Inc., hereafter called Consultant. The City's Project Manager for this contract is Brenda Sherwood.

Effective Date and Duration

This contract shall become effective on the date the contract has been executed by all parties. This contract shall expire, unless otherwise terminated or extended, on May 15, 2019.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$239,730 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.

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CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): BergerABAM Inc.

Address: 700 NE Multnomah St, Suite 900, Portland, OR 97232

Employer Identification Number (EIN): 91-1422812

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

City of Portland Business Tax Registration Number: 193966

Citizenship: Nonresident alien ☐ Yes ☒ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

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

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TERMS AND CONDITIONS

1. Standard of Care

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. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>.

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 \$3,000,000 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 \$3,000,000 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 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 additional insured endorsement form(s) and all other 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): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same 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: /_X_/ 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: /_X_/ 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. 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 proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 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.portlandoregon.gov/bibs/45475>.

30. Third Party Beneficiaries

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

Scope of Work

The following task descriptions provide a detail of the tasks, task deliverables, and specific assumptions made in the development of the Scope of Work.

Task 1 Project Management

Summary: Manage the Consultant's project team to ensure successful project delivery within schedule and budget expectations.

Scope: Specific work items included under this task include the following sub-tasks:

- Develop QA/QC plan and submit to the City's Bureau of Environmental Services (BES) Project Manager (PM) for review and acceptance. Distribute plan to Consultant's team members. The Consultant's team project manager will perform QA/QC of the complete deliverables prior to submitting to BES.
- Provide monthly progress reports to the BES PM, or on a more frequent basis as necessary or when requested. Reports will identify budget expended and tasks completed during the prior period. Any projected deviations from the approved task budgets will be communicated to the BES PM as soon as practicable.
- Disseminate information to design team members and hold weekly design team meetings to ensure continued progress and identify questions and clarifications. Collate requests for information (RFIs) and requests for clarification (RFCs) from the design team, and forward RFIs and RFCs to the BES PM as required.
- Establish design standards at the beginning of the project, and document the design standards in the predesign report (PDR). This sub-task includes identifying CAD standards and providing BES with representative AutoCAD files at the 30%, 60%, and 90% levels of completion.
- Maintain project records and archives both in hardcopy and electronic format.
- Prepare and submit monthly invoices, sub-consultant payment and utilization reports, and progress report indicating budget expended and tasks accomplished during the prior month.
- Ensure all tasks are completed within the project scope of work and identify additional scope items if they arise. The Consultant's project manager will inform the BES PM of identified out-of-scope work items in a timely manner and will prepare the technical scope description and fee proposals for contract amendments if additional scope items are requested by BES.
- Assist the BES PM with completion of the following design review checklists:
 - 30% Design Checklist
 - 60% Design Checklist
 - 90% Design Checklist

Assumptions: The Project Management Scope of Work assumes the following:

- The design phase of the project is expected to require 12 months after Notice to Proceed.
- Monthly invoices and progress reports are not required during periods when the Consultant does not do work.
- The construction phase of the project is expected to require twelve months from the contractor's Notice to Proceed through closeout of construction.

Deliverables:

- QA/QC Plan
- Monthly invoices and progress reports
- Monthly sub-consultant payment and utilization reports

Task 2 Pre-Design

Summary: Establish basis of design, conduct pressure line condition assessment, perform evaluation of mechanical, HVAC, structural, and civil upgrade options, develop conceptual design, prepare a 30% plans, technical specifications & construction cost estimates (PSE) package and prepare a PDR.

Scope: Work items included under this task include the following:

- Attend a kick off meeting with BES and Consultant's Design Team discipline leads to review the scope-of-work and identify the project goals, objectives, expectations, and estimated design schedule.
- Review all readily available information and background data pertaining to the pump station, including geotechnical records, as-built drawings including supplemental measurements to be provided by BES, City of Portland design standards for wastewater pumping stations, and land-use and zoning regulations.
- Geotechnical Coordination. Geotechnical investigations and reporting will be provided by the BES Materials Testing Laboratory (MTL). The design team will coordinate and give direction to MTL, via the BES project manager, to provide all geotechnical data deemed necessary for this project.
- Base Mapping. Field surveying will be provided by BES using Portland Bureau of Transportation (PBOT) survey crews. The design team will use the PBOT topographic survey data to develop base maps and digital terrain models (DTMs) for the pump station site. Base maps will include all visible features and utilities. Spot elevations used to develop DTMs will be spaced on a nominal 25-foot by 25-foot grid. The pump station survey limits will extend to a minimum of 10-feet beyond the property lines of the site, and to the opposite curb line of Fremont Street.
- Pressure Line Condition Assessment. The Consultant will perform non-destructive testing on exposed piping within the pump station drywell. Two tests will be performed on the original piping by the wall penetration. One test will be performed on the newer piping for comparison purposes. The tests will include ultrasonic thickness measuring and liquid penetrant/fluorescent particle testing to gauge loss of pipe wall material, and evidence of erosion and cracks on the outer surface. The results of the testing will be summarized in a technical memorandum that will be included in the appendices of the pre-design report. The memorandum will also contain recommendations for any further testing on the buried forcemain between the pump station and discharge manhole.
- Establish Design Criteria. The Consultant will coordinate with BES Systems Analysis to establish the design flows for this project.
- Condition Assessment. The Consultant will perform an overall condition assessment of the facility and make recommendations for additional field investigations to refine the scope of services for final design.
- Permitting Assistance. The need for a conditional use permit, or alteration to an existing permit, is anticipated at the Fremont pump station site, which is zoned R5. The Consultant's permit specialist will prepare a pre-application conference submittal and attend the conference, attend and assist BES as requested for a neighborhood meeting, prepare and compile a Type II Conditional Use permit application, and prepare for and attend one land use review hearing before the City hearings officer. Project permit requirements will be summarized in a technical memorandum.
- Examine and evaluate options for upgrading the pump station. Upgrades to be considered will include the following:
 - Site layout alternatives and civil improvements including enhanced on-site vehicle circulation, providing onsite stormwater management best management practices (BMPs), and incorporation of any other required improvements triggered by land use permits. Stormwater BMPs will be designed in accordance with the latest version of the City of Portland Stormwater Management Manual (SWMM).
 - Recommendations for property acquisition based on the site layout alternatives.
 - Recommendations for improvements to electrical and control systems. This will include an evaluation of the existing standby generator.
 - Recommendations for improvements to the pump station HVAC system. This will include an evaluation of the existing HVAC system for proper operation in accordance with NFPA 820 regulations.

- Recommendations for improvements to the facility structure. This will include an evaluation for conformance with current IBC, seismic, and OSHA regulations, along with an assessment of any upgrades necessary to replace the existing roof with an eco-roof.
- Recommendations for improvements to the pumping system including selecting pumps for improved rag handling capability.
- Identify construction considerations, including temporary pumping, traffic control, and erosion and sediment control requirements, along with potential constructability concerns.
- Evaluate and make recommendations for energy efficient mechanical and electrical equipment. Assist BES in preparing documentation for energy efficiency incentives through the Energy Trust of Oregon and the State of Oregon Business Energy Tax Credit program.
- Facilitate a pre-design workshop to present the upgrade alternatives under consideration and solicit feedback, comments, and suggestions from the BES Wastewater Group operations staff and other project stakeholders.
- Prepare presentation materials to BES Public Outreach staff.
- Prepare a draft Preliminary Design Report (PDR) and submit to BES for review and comment. The draft PDR will present the design team's recommendations for upgrading the pump station and document applicable design criteria.
- Develop preliminary drawings to approximately a 30% level of completion for inclusion in the PDR. It is anticipated that the preliminary drawings will include a cover sheet, drawing list, general notes, site plan, and right-of-way plans showing easement requirements, if required.
- Prepare 30% list of specifications sections and budgetary construction cost and schedule estimates for inclusion in the draft PDR.
- Attend a review meeting with BES to discuss and clarify comments generated by BES review of each draft PDR.
- Incorporate or otherwise address BES PDR review comments and submit final versions of each PDR.

Assumptions:

The Predesign Scope of Work assumes the following:

- BES will provide the required design firm pumping capacity flow rate for the pump station following NTP. Design criteria will be established after this information has been received.
- Previous conversations with BES suggest that the design flow will remain largely unchanged. Therefore a major redesign of the pump station is not anticipated and the existing general pumping system configuration can be maintained in the existing space.
- BES will request and coordinate PBOT survey work.
- BES will provide survey control networks and right-of-way information.
- BES will supply as-built drawings including electronic AutoCAD files if available, along with supplemental measurements of the pump station interior. It is assumed that the as-built drawings and supplemental measurements will have sufficient information with which to develop all necessary design criteria.
- BES's pump station and maintenance (PUMA) group will provide input on equipment and pumps.
- BES will conduct subsurface geotechnical investigations in coordination with the Consultant.
- Specifications list and format will use the 6 digit CSI format, with numbering and titles from the 2010 Master Format Index.
- BES will provide the following reference drawings:
 - R01: Bubbler Panel,
 - R02: Compressor Control Panel,
 - R03 SSPC Layout and Parts List,
 - R04 SSPC Internal Power and Discrete Input Wiring,
 - R05 SSPC Discrete Output Wiring and Analog I/O Wiring,
 - R06 SSPC Terminal, Relay, and Analog Controller Details,
 - R07 SSPC Analog Terminal Layout,
 - R08 Hydra Power and I/O Wiring Schematics,
 - R09 Hydra Layout Materials List,
 - R10 Hydra Communications Wiring and Details,
 - R11 Combustible Gas Detector (CGD) Panel, for inclusion in the 30% Design drawings.
- BES will provide the following technical specifications:
 - 40 91 19 29 Liquid Pressure Process Measurement Device,

- 40 91 23 66 Level Process Measurement Devices, and
- 40 95 63 Process Control Wireless Equipment specification sections for inclusion in the PDR.
- BES may elect to have a neighborhood meeting for the Fremont pump station. BES will coordinate, prepare, and mail the meeting announcement for the neighborhood meeting.
- Presentation materials will include renderings showing the preferred site improvements.
- A conditional use permit, or upgrade to the existing permit will be required and the project will not be permitted through a nonconforming situation review per PCC 33.258.050(C).
- BES will provide the latest versions of the "City of Portland Wastewater Pump Station Design Manual" and BES Drafting Standards along with example AutoCAD files.
- BES will provide a single point of contact for coordinating drafting standards between the City and Consultant.

Deliverables:

- Sample AutoCAD files at the 30% level of completion. CAD files will be provided in 2014 format.
- Kickoff meeting and pre-design workshop meeting minutes
- Two site plan alternatives.
- Draft and final land use technical memorandum.
- Draft and final Type II Conditional Use Permit application package.
- A Draft PDR
- Written responses to the Draft PDR review comments
- A Final PDR
- 30% plans, specifications, and construction cost estimates included in the draft and final PDRs

Task 3

Final Design

Summary:

Prepare plans, technical specifications, construction cost estimate (PSE) review packages, and estimated construction schedules based on the recommendations documented in the final PDR for each pump station site.

Scope:

The Final Design Task includes the following sub-tasks:

Task 3.1 60% Design Package

Preparation of the 60% Design Package includes the following scope items:

- Preparation of engineering drawings (plans), technical specifications, and construction cost estimates. Drawings will include the following:
 - General drawings (G-Sheets) with title blocks showing projects locations and sheet lists, survey datum, general notes, data tables, pump system head-capacity curves, and existing conditions plan.
 - Civil drawings (C-Sheets) including temporary pumping plan, temporary traffic control plan showing haul routes and contractor staging areas, site plan, right-of-way improvement plans if required, on-site stormwater management details, and general civil details.
 - Erosion Control (EC-Sheets) including construction erosion and sediment control plans and details, and EC notes.
 - Demolition drawings (D-Sheets) including demolition site plans and detail drawings clearly identifying items to be demolished, abandoned in place, and salvaged.
 - Mechanical Drawings (M-Sheets) including piping and plumbing plan and elevation drawings, HVAC plan, elevation, and detail drawings, and general mechanical details.
 - Electrical Drawings (E-Sheets) including one-line diagrams, electrical site plans, building electrical plans, schedules, schematics, and electrical details.
 - Structural Drawings (S-Sheets) including structural notes, building plans, building structural details, outdoor equipment pad details, piping and equipment supports, and general structural details..
- Preparation of 60% technical specifications. Technical specifications will be based on the 6-digit CSI format and will reference the City's Standard Construction Specifications to the extent possible.
- Provide initial engineers estimate of the probable cost of construction (60% construction cost estimate).
- Prepare an engineer's estimate of a 60% construction schedule.
- Submit 60% PSE review packages to BES for review and comment.

- Attend meeting with BES to discuss and clarify 60% review comments. The Consultant will solicit comments from BES for ways to enhance the operation and performance of the proposed designs. It is anticipated that representatives from BES's pump station maintenance (PUMA) section will provide input and guidance on the proposed designs.
- Provide written responses to 60% review comments.
- Update the project schedule.

Task 3.2 90% Design Package

Preparation of the 90% Design Package includes the following scope items:

- Incorporate the 60% design review comments into the design.
- Refine the technical specifications in response to design review comments.
- Refine the engineer's estimate of the probable schedule for and cost of construction.
- Prepare 90% PSE review packages and submit to BES for review and comment.
- Attend a 90% review meeting to discuss and clarify 90% review comments.
- Provide written responses to 90% review comments.
- Update project schedules.

Task 3.3 100% Design Package

Preparation of the 90% Design Package includes the following scope items:

- Incorporate the 90% review comments into the design.
- Prepare 100% PSE packages and submit to BES. The 100% design package will include stamped drawings and specifications, an updated construction schedule for the project, a final engineer's estimate of the probable cost of construction, and signed and sealed structural calculations.
- Update project schedules.

Assumptions:

The Final Design Scope of Work assumes the following:

- BES will coordinate with the Bureau of Parks and Recreation to provide site and right of way landscape design and drawings for inclusion in the 100% PSE packages. BES will coordinate with the Bureau of Parks and Recreation to provide landscape plantings.
- BES will provide the following reference drawings in the 90%, and final PSE package:
 - R01: Bubbler Panel,
 - R02: Compressor Control Panel,
 - R03 SSPC Layout and Parts List,
 - R04 SSPC Internal Power and Discrete Input Wiring,
 - R05 SSPC Discrete Output Wiring and Analog I/O Wiring,
 - R06 SSPC Terminal, Relay, and Analog Controller Details,
 - R07 SSPC Analog Terminal Layout,
 - R08 Hydra Power and I/O Wiring Schematics,
 - R09 Hydra Layout Materials List,
 - R10 Hydra Communications Wiring and Details,
 - R11 Combustible Gas Detector (CGD) Panel,
- BES will provide the following technical specifications for inclusion in the 90% and final PSE packages:
 - 40 91 19.29 Liquid Pressure Process Measurement Device,
 - 40 91 23.66 Level Process Measurement Devices,
 - 40 95 63 Process Control Wireless Equipment specification sections
- BES will identify owner supplied items to be installed by the construction contractors for inclusion in the 60%, 90% and final construction cost estimates.
- Consultant's design team will assist the BES PM with responses to BDS review comments, and check sheets issued during the commercial building permit review process.
- Recommended improvements identified during the overall condition assessment will not require major upgrades to the pump station in addition to replacement of electrical and mechanical equipment.

Deliverables:

- Selected drawing files at 30%, 60% and 90% design completion for review. AutoCAD files at the final completion. AutoCAD files will be provided in 2014 format.
- 60% and 90% PSE review packages including one unbound set of 11x17 drawings, technical specifications, representative CAD drawing files, an updated project construction schedule and estimates of the engineer's probable costs of construction.

- Written responses to the 60% and 90% review comments.
- 100% PSE review packages including one set of stamped full-size vellum plans, one set of 11x17 drawings, stamped technical specification printed, MS Word and PDF version, and final engineers estimate of the probable cost of construction.
- Four sets of signed and sealed structural calculations.
- Written technical responses to BDS building permit review checksheets.

Task 4 Services During Bidding

Summary: This task will support BES during the Advertise-NTP Phase of the projects.

Scope: The Services During Bidding Task includes the following sub-tasks:

- Attend one mandatory pre-bid meeting. Assist BES in answering technical questions during the meeting.
- Assist BES in responding to bidder requests for information (RFIs) and requests for clarification (RFC) up to the deadline date for responding to requests.
- Assist BES in preparing bid addenda including drawing revisions and technical specification revisions.

Assumptions: The Services During Bidding Scope of Work assumes the following:

- BES will act as the point of contact for prospective bidders and will notify the Consultant of items requiring their attention.
- BES will collate RFIs and RFCs and forward to the Consultant for response.
- BES will assemble the Consultant's responses to RFIs/RFCs, and revised drawings and specifications, and forward those to the City's assigned purchasing agent to issue bid addenda.
- BES will provide responses to questions regarding BES designed improvements including landscaping, P&ID systems, and telemetry.
- Drawing and technical specification revisions will be minor and will not require more than twelve hours of cumulative engineering effort for the design package.

Deliverables:

- Revised drawings and technical specifications.
- Written responses to prospective bidders' RFIs and RFCs.

Task 5 Services During Construction (SDCs)

Summary: This task will support BES during construction of the projects.

Scope: The SDC Task includes the following sub-tasks:

- Provide responses to construction contractors' requests for information (RFI) and requests for clarification (RFC). Assist the Owner's Representative in interpreting the plans and specifications.
- Attend and participate in up to four construction progress meetings.
- Attend up to four mandatory City of Portland BDS site visits. Prepare and submit the required site visit reports, and final summary reports.
- Participate in the pump stations' start-up and testing prior to substantial completion.
- Prepare narrative Operations and Maintenance Manual in accordance with BES guidelines for Pump Station Operations and Maintenance Manuals.
- Prepare and submit the Oregon Department of Environmental Quality (DEQ) construction certification letter.

Assumptions: The SDC Scope of Work assumes the following:

- BES will maintain overall responsibility for managing the construction contracts including record keeping, and administration of construction contractors.
- BES will provide field inspection and special inspection services.

Deliverables:

- Written responses to construction contractor RFIs and RFCs.
- Site visit summary reports (up to four)
- Reports documenting the wet well coating testing subcontract results
- Draft and Final narrative Operations and Maintenance Manuals (one copy for each pump station)

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Tom Wilcox	Principal
Matt Huxley	Project Manager

SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Epsilon Engineering, Inc.	Electrical Engineering	\$73,689.00
McCann Engineering, LLC	HVAC Engineering	\$ 8,956.50
MEI Charlton	Pipe Condition Assessment	\$ 8,190.00

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 \$50,000 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.portlandoregon.gov/bibs/45475>.

COMPENSATION

The maximum that the Consultant can be paid on this contract is \$239,730 (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. It is City policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

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.

PAYMENT TERMS: Net 30 Days

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	\$ 27,212
2	Predesign	\$ 54,390
3	Final Design	\$ 112,734
4	Services During Bidding	\$ 4,427
5	Services During Construction	\$ 40,967
TOTAL CONTRACT AMOUNT		\$ 239,730

The task amounts noted above include \$82,646 in subcontracting to M/W/ESB certified firms, representing M/W/ESB participation of 34.5% of the total contract amount.

Hourly Rates

The 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.

The billing rates shall not exceed those set forth below:

FIRM	JOB TITLE	MAXIMUM BILLING RATE (\$/hour)
BergerABAM	Principal	\$223.54
	Project Manager	\$132.39
	Lead Structural Engineer	\$147.54
	Structural Engineer	\$102.03
	Civil Engineer	\$105.00
	Lead Planner	\$148.98
	Associate Planner	\$91.29
	Lead CADD	\$107.52
	Admin Department Coord	\$68.58
Epsilon Engineering Inc	Principal	\$140.00
	CAD Drafter	\$80.00
McCann Engineering LLC	Principal	\$170.00
	Engineer	\$105.00
	CAD Technician	\$75.00

Reimbursable Costs

The following costs will be reimbursed without mark-up:

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

Subconsultant Costs

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

Adjustment of Labor Rates Due to Inflation

Annual adjustment of hourly rates will be considered upon written request from the Consultant. 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. Approved rate increases must be made by written amendment to the contract.

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 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 tasks performed. 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.

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

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT 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.

Consultant Signature: Thomas R. [Signature] Date: 4/4/14 Entity: BERGER ABAM INC.

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT 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.
Consultant: 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.

Consultant Signature

Date

FOR CITY USE ONLY**PROJECT MANAGER-COMplete ONLY IF CONSULTANT 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

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.

BergerABAM Inc.

BY: Thomas R. Wilcox Date: 4/4/14

Name: THOMAS R. WILCOX

Title: VICE PRESIDENT

CONTRACT NUMBER: _____

CONTRACT TITLE: Fremont Wastewater Pump Station Upgrades

CITY OF PORTLAND SIGNATURES:

By: n/a Date: _____
Bureau Director

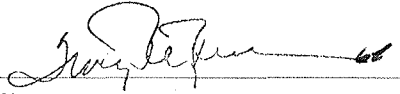
By: n/a Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form: **APPROVED AS TO FORM**

By:  Date: 9/16/14
Office of City Attorney
CITY ATTORNEY