

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

CONTRACT NUMBER _____

**TITLE OF WORK PROJECT:
Sewer System Rehabilitation Engineering Services 2014**

This contract is between the City of Portland ("City," or "Bureau") and Brown and Caldwell, Inc., hereafter called Consultant. The City's Project Manager for this contract is Claudia L. Sterling, P.E.

Effective Date and Duration

This contract shall become effective upon execution by all parties. This contract shall expire five years from the effective date unless otherwise terminated or extended.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$3,000,000 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): Brown and Caldwell, Inc.

Address: 6500 SW Macadam Ave., Suite 200, Portland, OR 97239

Employer Identification Number (EIN): 94-1446346

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

City of Portland Business Tax Registration Number: 373682

- Citizenship: Nonresident alien Yes No
- Business Designation (check one): Individual Sole Proprietorship Partnership Corporation
- Limited Liability Co (LLC) Estate/Trust Public Service Corp. Government/Nonprofit

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

=====

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>. In connection with its activities under this Contract, Consultant shall comply with all applicable Grant Terms and Conditions. This includes all terms and conditions contained in this Contract and, for a contract involving a grant, the Grant Terms and Conditions as further described at: <http://www.portlandoregon.gov/bibs/article/455735>.

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 and to the extent caused by 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 // 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 // Waived by Bureau Director or designee // Reduced 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 // Waived by Bureau Director or designee // Reduced 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 // Waived by Bureau Director or designee // Reduced 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): Upon request, Consultant shall provide evidence that any subconsultant performing work or providing goods or services 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 upon payment in full to Consultant for such work product as set forth in this contract. "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. City's alteration of Work Product or City's use of Work Product for any other purpose than the purpose for which Work Product was produced under this contract shall be at City's sole risk.

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. 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.

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

=====

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

Specific work assignments will be authorized via a written Task Order signed by the City and the Consultant. The scope of work, schedule, deliverables, and compensation for each assignment shall be defined in the Task Order prior to commencement of the work. Any change to the scope of work, schedule, deliverables, and compensation must be agreed upon by the City and Consultant in writing as an amendment to the Task Order.

Typical work assignments expected to be performed under Task Orders are described below. Modified tasks or additional tasks not specifically listed below may be required to complete the final design packages. Any additional tasks will be identified in the Task Order.

A. Project and Program Management Services

Specific project management activities to be performed include:

1. Project monitoring and progress reporting
2. Development of project task work plans
3. Managing task order budget and schedule
4. Invoicing and billing
5. Coordinating work within the project team
6. Attending project meetings
7. Project documentation and closeout

Activities that will be performed in support of the overall sewer rehabilitation program include:

1. Participation in the Project Delivery Team charged with development of programmatic procedures and special specifications and drawing details.
2. Incorporating "lessons learned" from recent small diameter rehabilitation projects and new elements for large diameter rehabilitation into current program guidance documents such as: Project Management Plan, quality assurance and control procedures, decision making and communication protocols.
3. Assistance with project and program Team Chartering.

B. Project Pre-Design Services

Services during the predesign/project scoping phase will include recommending and scoping additional field investigations; review of CCTV inspections; verification of the sewers to be rehabilitated or replaced; evaluating/refining preferred rehabilitation method; general assessment of construction constraints; preliminary public outreach planning; and development of scope, budget and schedule for the detailed design phase. Pipe segments for spot repairs or whole pipe rehabilitation confirmed during predesign will be packaged into design and construction projects based on their priority, proximity, rehabilitation technology, project size and construction cost.

1. Data Review & Collection
 - a. Review existing data pertinent to the project including as-built utility information, hydraulic models, geotechnical reports, GIS data, environmental reports, closed circuit television (CCTV) inspection reports, and summaries/queries from the City's maintenance management system (Hansen with ArcGIS).
 - b. Small diameter (< 36 inches): Request and review additional CCTV inspection and other testing as required to identify additional segments or refine need or method of repair for recommended segments, sufficient to finalize scope of the final design.
 - c. Large diameter (\geq 36 inches): Request and review additional CCTV inspection, external or internal pipe sampling, laser profiling, topographic imaging, soils and other material or geotechnical testing as required to identify additional segments or refine need or method of repair for recommended segments sufficient to finalize scope of the final design. Review data extracted from BES's maintenance management system (Hansen with ArcGIS); review inspection and specialized imaging data; develop risk comparisons for alternate rehabilitation methods; and present recommendations for proposed rehabilitation method (including both spot repairs and whole pipe repair) of sewers and associated major structures.
2. Initial Hydraulic Modeling
 - a. Identify pipe segments where recommended rehabilitation method may have an effect on pipe capacity and provide BES with a request for hydraulic modeling to be performed by BES modelers.
 - b. Review modeling results and assist BES design team in modifying recommendations to accommodate capacity concerns.
3. Prepare Pre-Design Report and Project Work plan
 - a. Prepare project area map identifying all spot repairs and all pipe segments to be rehabilitated.
 - b. Finalize tabular listing of pipe segments to be repaired or rehabilitated; augment with City-provided existing maintenance management system data with the Consultant's recommended method of repair.
 - c. Prepare a Preliminary Design Report (PDR) including a work plan that outlines work to be designed and associated issues needing to be resolved during final design and construction; include a draft construction schedule and cost estimate accurate to +25/-10 percent.
 - d. Present the recommended project components to the BES Technical Review Committee (TRC) and update the PDR to reflect the TRC's direction.
4. Public Involvement
 - a. Under direction by the BES Public Outreach staff, develop a preliminary public involvement plan including pre-design, design and construction phases of the project. Plan will identify stakeholders, describe involvement strategies, identify products to be developed and describe how and when stakeholders will be involved.

C. Project Design Services

Services during the design phase will include all activities required to prepare construction documents, except those specialized services provided by the City.

1. Traffic Control
 - a. Develop traffic control plans if and as required for project construction.
2. Temporary Sewer Bypass Planning
 - a. Provide feasible bypass options with assistance of BES hydraulic modelers.
 - b. Prepare a bypass plan and specifications, as required, using results of BES hydraulic modeling.
3. Surveying
 - a. Collect topographic survey information and prepare base mapping.

4. Geotechnical and Materials Testing
 - a. Provide geotechnical investigation including geotechnical borings, appropriate lab analyses, and accompanying geotechnical report (draft and final).
 - b. Excavate test pits to facilitate analysis of native material for use as backfill.
 - c. Perform pavement coring to characterize existing pavement section.
5. Environmental
 - a. Perform a Level I Environmental Assessment. Review environmental contamination databases, perform field sampling, and perform lab analysis.
 - b. Produce a Contaminated Media Management Plan (CMMP).
 - c. In conjunction with the geotechnical investigations, perform a Level II Environmental Assessment.
6. Permit Application & Acquisition
 - a. Identify all permits and prepare all permit applications necessary for construction of the project.
7. Utility Coordination
 - a. Identify all utilities in conflict with the proposed improvements.
 - b. Identify areas requiring positive location of utilities.
 - c. Prepare utility notifications and perform necessary coordination.
 - d. Include utility requirements in construction contracts.
8. Identify Limits of Right-of-Way Needs
 - a. Identify the number of properties impacted. Prepare maps showing location of properties, property addresses and/or legal descriptions, ownership, type and size of easements needed, and critical right-of-way needed to ensure the project remains on schedule.
9. Review Non-conforming Sewers
 - a. Coordinate with BES's non-conforming sewer program to identify nonconforming laterals within the project boundary and determine reconstruction plan for the public lateral as part of this project.
10. Design all elements of work necessary to meet project objectives
 - a. Develop project contract documents for sewer, public lateral, access structure spot repair and rehabilitation.
 - b. Submit plans, specifications and cost estimates for design at the 30%, 60%, 90% and 100% stages of design following BES's guidance document, City of Portland Standard Construction Specifications, and BES drawing standards.
 - c. Provide written response to all comments submitted for the 30%, 60% and 90% documents informing the City as to whether or not the comment was incorporated, requires further discussion or was rejected. Participate in review meetings with City project team members at each of these design levels.
 - d. Prepare a final detailed engineer's cost estimate.
 - e. Prepare final bid book and all final package documents consisting of City-provided front end and Consultant-provided plans, specifications, total engineer's estimate, bid form, and any necessary appendices, permits, and easements. Provide complete package ready to submit to City Printing and Distribution (P&D) in both hard copy and complete indexed electronic document for uploading to City's website.
 - f. Prepare a Final Design Report at the completion of design following the BES template. The Design Report should contain, at a minimum, all Preliminary Design Report subjects including the final cost estimate and general construction schedule.
11. Public Involvement
 - a. Under direction of the BES Public Outreach staff, finalize the public involvement plan to conform to the final scoped project extent.
 - b. Implement the design-phase activities of the plan including outreach to affected stakeholders; preparation of newsletters and emails; attendance at local meetings; and coordination with non-conforming sewer team.

D. Bid Phase Design Services

Services during the bid phase will include:

1. Provide assistance to BES in preparing formal responses to bidder questions. This work will include the development of contract addenda and attendance at pre-bid meetings.
2. Assist in preparation of presentation to prospective bidders at the pre-bid meeting.
3. Implement public outreach activities as needed in advance of Consultant's Notice to Proceed.

E. Design Services During Construction

Resident engineering will be provided by City staff. Consultant will provide services during construction and assist with selected submittal review.

1. Construction Phase Design Services
 - a. Attend pre-construction meeting and assist in preparation of presentation for the meeting.
 - b. Provide engineering support services during construction such as review of submittals, shop drawings, and requests for information.
2. Public Involvement
 - a. Implement the construction-phase activities of the public involvement plan including outreach to affected stakeholders; preparation of newsletters and emails; attendance at local meetings; and attendance at weekly construction meetings.

DELIVERABLES

Deliverables for the projects shall include:

- a. Project work plan for all phases of work, including the formal work plan for submission to the Technical Review Committee.
- b. Preliminary recommendation of pipes to be included in project (maps and tabular listing).
- c. Pre-design/Project Scoping report with final recommended project pipes and rehabilitation methods and estimated costs.
- d. Geotechnical reports.
- e. Level 1 and Level 2 environmental site assessments.
- f. 30%, 60%, 90% and final plans, specifications, and estimates for recommended project pipes and structures.
- g. Bid document
- h. Final design report.
- i. Submit a monthly invoice with status report and Subconsultant Payment and Utilization Report (MUR) by the 15th of each month.
- j. Meeting summary notes and weekly status reports.
- k. Other deliverables as defined in individual Task Orders.

WORK PERFORMED BY CITY

Specific duties the City will perform include:

- a. Overall project management
- b. Final scope definition
- c. All condition hydraulic and hydrologic modeling
- d. Compile existing GIS, maintenance, and record information
- e. Closed-circuit television (CCTV) inspection of sewer mains and public laterals
- f. Field observation and measurement of individual structures (manholes) as requested by the Successful Proposer(s)
- g. Potholing
- h. Preparation of all permit applications, e.g., street opening permit, non-parks use permit, ODOT permit, and noise variance
- i. Right-of-way services
- j. Direction of public outreach and communication with media
- k. Work product review and comment at dedicated milestones
- l. Oversight and owner decision making
- m. Construction staking
- n. Construction management and inspection
- o. As built drawings

The City, at its sole discretion, reserves the right to self-perform the following services (to be determined on a task order basis):

- a. Materials testing
- b. Pavement coring
- c. Survey control and surveying for base mapping
- d. Preparing utility notifications
- e. Developing traffic control plans

Additionally, the City will provide a walk-up computer work station at the City's Portland Building to facilitate Consultant's access to and downloading of relevant electronic records such as CCTV files, GIS files, and maintenance management records.

CONSULTANT KEY PERSONNEL

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

NAME	ROLE ON PROJECT
Ralph (Gabe) Gabriel, P.E.	Contract Manager

SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	ESTIMATED % OF CONTRACT AMOUNT
Cascade Design Professionals, a division of Cooper Zietz Engineers, Inc.*	Structural Engineering	0.5%
Earth Dynamics	Geotechnical Investigations	1.0%
Emerio Design, LLC*	Civil Engineering, Surveying, Drafting	8.0%
Geotechnics, LLC*	Geotechnical Engineering	3.0%
Haregu Nemariam Engineering, LLC*	Temporary Traffic Control Planning	1.0%
HydroMax USA	Large Diameter Specialty Inspections	0.5%
Integrated Water Solutions, LLC*	Permitting	0.5%
Interactive Pipe Inspection	Large Diameter Specialty Inspections	0.3%
i-Ten Associates*	Large Diameter Specialty Inspections	0.1%
Jacobs Associates	Structural Engineering	5.0%
JenCourt Environmental, dba NWPS*	Sewer Inspections	0.5%
JLA Public Involvement, Inc.*	Public Involvement	8.0%
RedZone Robotics	Large Diameter Specialty Inspections	0.5%
RhinoOne Geotechnical*	Geotechnical Engineering/Environmental Assessment	3.0%
Scientific Construction Laboratories	Large Diameter Specialty Inspections	0.2%
SewerVue	Large Diameter Specialty Inspections	0.2%
Superelevation*	Drafting	5.0%
TSR Corporation	Sewer Inspections	0.5%
Universal Field Services	Easement Acquisition	0.2%
	Total Subcontracting:	37.8%

*State of Oregon certified M/W/ESB firm.

The total subcontracting to M/W/ESB firms on this contract is estimated at 29.6%.

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

Consultant will be paid based on its hourly rates, costs incurred in paying its subconsultants, if any, plus any authorized expenses as set forth in more detail below.

The not-to-exceed dollar amount for each Task Order will be determined through negotiation based on the scope of work, the hours Consultant estimates for performance of the work and Consultant's hourly rates. If the work requires fewer hours than those estimated in the Task Order, Consultant will be paid for the actual hours necessary to complete the work. If Consultant underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City. 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.

Hourly Rates

Consultant's hourly billing rates shall not exceed those set forth below:

Brown and Caldwell:

Labor Category		Rate, dollars		
Engineering	Administrative	Min	Mid	Max
Assistant Drafter	Word Processor II Office/Support Services III	50	59	70
Drafter Engineering Aide Inspection Aide	Accountant I Project Analyst I Project Coordinator I Office/Support Services IV Word Processor III	60	71	84
Engineer I Senior Drafter Senior Illustrator Inspector I	Accountant II Project Analyst II Project Coordinator II Word Processor IV	70	83	98
Designer Engineer II Engineer/Operations Tech III Inspector II Lead Drafter Lead Illustrator	Accountant III Project Analyst III Senior Project Coordinator Area Business Ops. Mgr I Technical Writer Word Processing Supervisor	84	98	116
Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Accountant IV Administrative Manager	98	115	136
Senior Engineer Principal Designer Senior Construction Engineer	Senior Technical Writer	115	135	159
Principal Engineer Principal Construction Engineer Supervising Designer	Corp. Contract Administrator	136	160	189
Supervising Engineer Supervising Construction Engineer	Assistant Controller	161	190	224
Managing Engineer	Area Business Ops. Mgr. IV	186	219	259
Chief Engineer Executive Engineer Vice President	Corp. Marketing Comm. Mgr.	212	249	294

Subconsultants:

Labor Category	Rate, dollars		
Cascade Design Professionals, a division of Cooper Zietz Engineers, Inc.			
Principal Structural Engineer	160.45		
Senior Structural Engineer	132.82		
Structural Engineer	113.04		
Engineering/CADD Technician	80.76		
Earth Dynamics			
Principal Geophysicist	235		
Senior Geophysicist	130		
Project Geophysicist	90		
Staff Technician	60		
Emerio Design, LLC			
Project Manager	135		
Project Engineer/Civil Engineer	126		
Land Use Planner/Professional Land Surveyor	120		
Designer/CADD Tech II	90		
CADD Tech I/Office Assistant/Administrative Support	75		
2 Man Survey Crew	150		
Geotechnics, LLC			
Principal Engineer	155		
Engineer	135		
Field Technician	110		
Haregu Nemariam Engineering, LLC			
Senior Project Manager	165		
Project Manager/Public Relations	150		
Project QA/QC / Senior Civil/Traffic/Electrical Engineer	146		
Project Engineer/Civil/Traffic/Electrical	120		
Designer/Civil/Traffic/Electrical	110		
Sr. Micro Station/CADD	95		
Micro Station/CADD	70		
Administrative Tech	65		
Meeting Facilitator	80		
Integrated Water Solutions, LLC			
Environmental Permitting Manager	190		
Environmental Permit Specialist/ Project Assistant	75		
Jacobs Associates			
	Min	Mid	Max
Principal	235	247	275
Senior Associate	220	238	244
Lead Associate	183	195	214
Associate	159	168	183
Senior Project Engineer	137	146	159
Senior Project Geologist	134	143	156
Project Engineer	119	131	140
Project Geologist	116	128	137
Senior Staff Engineer	107	116	131
Staff Engineer	92	101	113
Senior CAD Designer	107	116	128

Labor Category	Rate, dollars		
CAD Designer	92	101	116
Administration II	70	76	85
Jeanne Lawson Associates, Inc.			
	Min	Mid	Max
Senior Associate 2	172.36	179.90	187.45
Senior Associate 1	144.23	158.28	172.33
PI Specialist 7	142.31	146.38	150.46
PI Specialist 6	129.96	136.12	142.28
PI Specialist 5	117.12	123.53	129.93
PI Specialist 4	96.90	106.99	117.09
PI Specialist 3	87.93	92.40	96.87
PI Specialist 2	72.59	80.25	87.90
PI Specialist 1	61.00	66.78	72.56
Administrative 5	100.65	109.01	117.36
Administrative 4	74.15	78.55	82.96
Administrative 3	66.31	70.21	74.12
Administrative 2	58.50	62.39	66.28
Administrative 1	37.97	48.22	58.47
RhinoOne Geotechnical			
Sr. Geotechnical Engineer	159		
Sr. Engineering Geologist	131		
Staff Engineer	88		
Staff Geologist	80		
CAD	75		
Administrative/Writer	71		
Superelevation, Inc.			
Chief Drafter/Project Engineer	80		
Lead Drafter	75		
Senior Drafter	65		
Drafter	60		
Assistant Drafter	50		
Universal Field Services			
	Min	Mid	Max
Project Manager	88.05	93.84	105.68
Senior ROW Agent	62.62	70.36	78.27
ROW Agent	54.79	58.71	62.62
Sr. Title Specialist	43.05	46.97	50.89

Specialty Service Subconsultants:	Rates*
HydroMax USA	TBD
Interactive Pipe Inspection	TBD
i-Ten Associates	TBD
JenCourt Environmental, dba NWPS	TBD
RedZone Robotics	TBD
Scientific Construction Laboratories	TBD
SewerVue	TBD
TSR Corporation	TBD

*Specialty Service Subconsultants typically provide pricing on a Unit Price/Lump Sum Basis, rather than Hourly Rates. As each Task Order Scope of Work is developed, specific pricing will be provided to City for review and approval.

The hourly billing rates include a multiplier applied to salaries. This multiplier shall not exceed 3.05 and 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 (travel within 100-mile radius of Consultant's office), information technology, all other direct costs not identified as reimbursable, other indirect costs and profit.

Reimbursable Costs

Any reimbursable costs shall be specifically identified in the task order. City will not reimburse Consultant for costs, including travel expenses, not specifically identified in the contract and/or task order as payable. Allowable costs will be reimbursed without mark-up.

Travel costs (transportation, lodging and per diem) of Consultant when specified in the task order, directly attributed to specific tasks, and to a location outside of a 100-mile radius of the Consultant's project office will be reimbursed in accordance with the City's Travel Expense Guidelines which are based on the General Services Administration (GSA) per diem rates.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The markup on subconsultant services shall not exceed 5%. The maximum multiplier allowed on subconsultant contracts shall be per the following table:

Firm	Maximum Multiplier
Cascade Design Professionals, a division of Cooper Zietz Engineers, Inc.	3.05
Earth Dynamics	3.00
Emerio Design	3.00
Geotechnics, LLC	2.74
Haregu Nemariam Engineering, LLC	2.75
Integrated Water Solutions	2.05
Jacobs Associates	3.05
JLA Public Involvement, Inc.	3.05
RhinoOne Geotechnical	2.75
Superelevation	3.05
Universal Field Services	3.05

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. Any adjustment of hourly rates 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 Task Order number, the name of the individual, labor category, direct labor rate, billing 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.

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

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.

Contractor Signature: [Signature] Date: August 13, 2014 Entity: Brown and Caldwell, 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.

BROWN AND CALDWELL, INC.

BY:  Date: August 13, 2014

Name: Bryan K. Paulson

Title: Vice President

CONTRACT NUMBER: _____

CONTRACT TITLE: Sewer System Rehabilitation Engineering Services 2014

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: 6/15/14
Office of City Attorney
CITY ATTORNEY

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

CONTRACT NUMBER _____

**TITLE OF WORK PROJECT:
Sewer System Rehabilitation Engineering Services 2014**

This contract is between the City of Portland ("City," or "Bureau") and Kennedy/Jenks Consultants, Inc., hereafter called Consultant. The City's Project Manager for this contract is Claudia L. Sterling, P.E.

Effective Date and Duration

This contract shall become effective upon execution by all parties. This contract shall expire five years from the effective date unless otherwise terminated or extended.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$3,000,000 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): Kennedy/Jenks Consultants, Inc.

Address: 200 SW Market Street, Suite 500, Portland, OR 97201

Employer Identification Number (EIN): 94-2147007

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

City of Portland Business Tax Registration Number: 414828

- 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. 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>. In connection with its activities under this Contract, Consultant shall comply with all applicable Grant Terms and Conditions. This includes all terms and conditions contained in this Contract and, for a contract involving a grant, the Grant Terms and Conditions as further described at: <http://www.portlandoregon.gov/bibs/article/455735>.

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 and to the extent caused by 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 // Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGI) 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 // Waived by Bureau Director or designee // Reduced 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 // Waived by Bureau Director or designee // Reduced by Bureau Director or design

- (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 // Waived by Bureau Director or designee // Reduced 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): Upon request, Consultant shall provide evidence that any subconsultant performing work or providing goods or services 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 upon payment in full to Consultant for such work product as set forth in this contract. "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. City's alteration of Work Product or City's use of Work Product for any other purpose than the purpose for which Work Product was produced under this contract shall be at City's sole risk.

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. 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.

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

=====

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

Specific work assignments will be authorized via a written Task Order signed by the City and the Consultant. The scope of work, schedule, deliverables, and compensation for each assignment shall be defined in the Task Order prior to commencement of the work. Any change to the scope of work, schedule, deliverables, and compensation must be agreed upon by the City and Consultant in writing as an amendment to the Task Order.

Typical work assignments expected to be performed under Task Orders are described below. Modified tasks or additional tasks not specifically listed below may be required to complete the final design packages. Any additional tasks will be identified in the Task Order.

A. Project and Program Management Services

Specific project management activities to be performed include:

1. Project monitoring and progress reporting
2. Development of project task work plans
3. Managing task order budget and schedule
4. Invoicing and billing
5. Coordinating work within the project team
6. Attending project meetings
7. Project documentation and closeout

Activities that will be performed in support of the overall sewer rehabilitation program include:

1. Participation in the Project Delivery Team charged with development of programmatic procedures and special specifications and drawing details.
2. Incorporating "lessons learned" from recent small diameter rehabilitation projects and new elements for large diameter rehabilitation into current program guidance documents such as: Project Management Plan, quality assurance and control procedures, decision making and communication protocols.
3. Assistance with project and program Team Chartering.

B. Project Pre-Design Services

Services during the predesign/project scoping phase will include recommending and scoping additional field investigations; review of CCTV inspections; verification of the sewers to be rehabilitated or replaced; evaluating/refining preferred rehabilitation method; general assessment of construction constraints; preliminary public outreach planning; and development of scope, budget and schedule for the detailed design phase. Pipe segments for spot repairs or whole pipe rehabilitation confirmed during predesign will be packaged into design and construction projects based on their priority, proximity, rehabilitation technology, project size and construction cost.

1. Data Review & Collection
 - a. Review existing data pertinent to the project including as-built utility information, hydraulic models, geotechnical reports, GIS data, environmental reports, closed circuit television (CCTV) inspection reports, and summaries/queries from the City's maintenance management system (Hansen with ArcGIS).
 - b. Small diameter (< 36 inches): Request and review additional CCTV inspection and other testing as required to identify additional segments or refine need or method of repair for recommended segments, sufficient to finalize scope of the final design.
 - c. Large diameter (\geq 36 inches): Request and review additional CCTV inspection, external or internal pipe sampling, laser profiling, topographic imaging, soils and other material or geotechnical testing as required to identify additional segments or refine need or method of repair for recommended segments sufficient to finalize scope of the final design. Review data extracted from BES's maintenance management system (Hansen with ArcGIS); review inspection and specialized imaging data; develop risk comparisons for alternate rehabilitation methods; and present recommendations for proposed rehabilitation method (including both spot repairs and whole pipe repair) of sewers and associated major structures.
2. Initial Hydraulic Modeling
 - a. Identify pipe segments where recommended rehabilitation method may have an effect on pipe capacity and provide BES with a request for hydraulic modeling to be performed by BES modelers.
 - b. Review modeling results and assist BES design team in modifying recommendations to accommodate capacity concerns.
3. Prepare Pre-Design Report and Project Work plan
 - a. Prepare project area map identifying all spot repairs and all pipe segments to be rehabilitated.
 - b. Finalize tabular listing of pipe segments to be repaired or rehabilitated; augment with City-provided existing maintenance management system data with the Consultant's recommended method of repair.
 - c. Prepare a Preliminary Design Report (PDR) including a work plan that outlines work to be designed and associated issues needing to be resolved during final design and construction; include a draft construction schedule and cost estimate accurate to +25/-10 percent.
 - d. Present the recommended project components to the BES Technical Review Committee (TRC) and update the PDR to reflect the TRC's direction.
4. Public Involvement
 - a. Under direction by the BES Public Outreach staff, develop a preliminary public involvement plan including pre-design, design and construction phases of the project. Plan will identify stakeholders, describe involvement strategies, identify products to be developed and describe how and when stakeholders will be involved.

C. Project Design Services

Services during the design phase will include all activities required to prepare construction documents, except those specialized services provided by the City.

1. Traffic Control
 - a. Develop traffic control plans if and as required for project construction.
2. Temporary Sewer Bypass Planning
 - a. Provide feasible bypass options with assistance of BES hydraulic modelers.
 - b. Prepare a bypass plan and specifications, as required, using results of BES hydraulic modeling.
3. Surveying
 - a. Collect topographic survey information and prepare base mapping.

4. Geotechnical and Materials Testing
 - a. Provide geotechnical investigation including geotechnical borings, appropriate lab analyses, and accompanying geotechnical report (draft and final).
 - b. Excavate test pits to facilitate analysis of native material for use as backfill.
 - c. Perform pavement coring to characterize existing pavement section.
5. Environmental
 - a. Perform a Level I Environmental Assessment. Review environmental contamination databases, perform field sampling, and perform lab analysis.
 - b. Produce a Contaminated Media Management Plan (CMMP).
 - c. In conjunction with the geotechnical investigations, perform a Level II Environmental Assessment.
6. Permit Application & Acquisition
 - a. Identify all permits and prepare all permit applications necessary for construction of the project.
7. Utility Coordination
 - a. Identify all utilities in conflict with the proposed improvements.
 - b. Identify areas requiring positive location of utilities.
 - c. Prepare utility notifications and perform necessary coordination.
 - d. Include utility requirements in construction contracts.
8. Identify Limits of Right-of-Way Needs
 - a. Identify the number of properties impacted. Prepare maps showing location of properties, property addresses and/or legal descriptions, ownership, type and size of easements needed, and critical right-of-way needed to ensure the project remains on schedule.
9. Review Non-conforming Sewers
 - a. Coordinate with BES's non-conforming sewer program to identify nonconforming laterals within the project boundary and determine reconstruction plan for the public lateral as part of this project.
10. Design all elements of work necessary to meet project objectives
 - a. Develop project contract documents for sewer, public lateral, access structure spot repair and rehabilitation.
 - b. Submit plans, specifications and cost estimates for design at the 30%, 60%, 90% and 100% stages of design following BES's guidance document, City of Portland Standard Construction Specifications, and BES drawing standards.
 - c. Provide written response to all comments submitted for the 30%, 60% and 90% documents informing the City as to whether or not the comment was incorporated, requires further discussion or was rejected. Participate in review meetings with City project team members at each of these design levels.
 - d. Prepare a final detailed engineer's cost estimate.
 - e. Prepare final bid book and all final package documents consisting of City-provided front end and Consultant-provided plans, specifications, total engineer's estimate, bid form, and any necessary appendices, permits, and easements. Provide complete package ready to submit to City Printing and Distribution (P&D) in both hard copy and complete indexed electronic document for uploading to City's website.
 - f. Prepare a Final Design Report at the completion of design following the BES template. The Design Report should contain, at a minimum, all Preliminary Design Report subjects including the final cost estimate and general construction schedule.
11. Public Involvement
 - a. Under direction of the BES Public Outreach staff, finalize the public involvement plan to conform to the final scoped project extent.
 - b. Implement the design-phase activities of the plan including outreach to affected stakeholders; preparation of newsletters and emails; attendance at local meetings; and coordination with non-conforming sewer team.

D. Bid Phase Design Services

Services during the bid phase will include:

1. Provide assistance to BES in preparing formal responses to bidder questions. This work will include the development of contract addenda and attendance at pre-bid meetings.
2. Assist in preparation of presentation to prospective bidders at the pre-bid meeting.
3. Implement public outreach activities as needed in advance of Consultant's Notice to Proceed.

E. Design Services During Construction

Resident engineering will be provided by City staff. Consultant will provide services during construction and assist with selected submittal review.

1. Construction Phase Design Services
 - a. Attend pre-construction meeting and assist in preparation of presentation for the meeting.
 - b. Provide engineering support services during construction such as review of submittals, shop drawings, and requests for information.
2. Public Involvement
 - a. Implement the construction-phase activities of the public involvement plan including outreach to affected stakeholders; preparation of newsletters and emails; attendance at local meetings; and attendance at weekly construction meetings.

DELIVERABLES

Deliverables for the projects shall include:

- a. Project work plan for all phases of work, including the formal work plan for submission to the Technical Review Committee.
- b. Preliminary recommendation of pipes to be included in project (maps and tabular listing).
- c. Pre-design/Project Scoping report with final recommended project pipes and rehabilitation methods and estimated costs.
- d. Geotechnical reports.
- e. Level 1 and Level 2 environmental site assessments.
- f. 30%, 60%, 90% and final plans, specifications, and estimates for recommended project pipes and structures.
- g. Bid document
- h. Final design report.
- i. Submit a monthly invoice with status report and Subconsultant Payment and Utilization Report (MUR) by the 15th of each month.
- j. Meeting summary notes and weekly status reports.
- k. Other deliverables as defined in individual Task Orders.

WORK PERFORMED BY CITY

Specific duties the City will perform include:

- a. Overall project management
- b. Final scope definition
- c. All condition hydraulic and hydrologic modeling
- d. Compile existing GIS, maintenance, and record information
- e. Closed-circuit television (CCTV) inspection of sewer mains and public laterals
- f. Field observation and measurement of individual structures (manholes) as requested by the Successful Proposer(s)
- g. Potholing
- h. Preparation of all permit applications, e.g., street opening permit, non-parks use permit, ODOT permit, and noise variance
- i. Right-of-way services
- j. Direction of public outreach and communication with media
- k. Work product review and comment at dedicated milestones
- l. Oversight and owner decision making
- m. Construction staking
- n. Construction management and inspection
- o. As built drawings

The City, at its sole discretion, reserves the right to self-perform the following services (to be determined on a task order basis):

- a. Materials testing
- b. Pavement coring
- c. Survey control and surveying for base mapping
- d. Preparing utility notifications
- e. Developing traffic control plans

Additionally, the City will provide a walk-up computer work station at the City's Portland Building to facilitate Consultant's access to and downloading of relevant electronic records such as CCTV files, GIS files, and maintenance management records.

CONSULTANT KEY PERSONNEL

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

NAME	ROLE ON PROJECT
Heather Stephens, P.E.	Contract Manager

SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	ESTIMATED % OF CONTRACT AMOUNT
3D InFusion*	CADD	7.0%
Ballantyne Consulting, LLC	Seismic Analysis	0.5%
Convergent Pacific, LLC*	Structural, Civil, Surveying	12.0%
Creekside Environmental*	Environmental Site Assessments	1.0%
Donaldson Enterprises*	Diversity Advisor	1.0%
Jenny Engineering Corporation	Tunneling	0.5%
Jeanne Lawson Associates*	Public Involvement	6.0%
KLK Consulting*	Permitting	2.0%
Lancaster Engineering*	Traffic Control Plans	1.0%
Northwest Geotechnical Consultants, Inc.*	Exploration Support, Laboratory Testing, Pavement Analysis	2.0%
Shannon & Wilson, Inc.	Geotechnical	3.0%
Staheli Trenchless Consultants*	Trenchless Design	10.0%
Total Subcontracting:		46.0%

*State of Oregon certified M/W/E/ESB firm.

The total subcontracting to M/W/ESB firms on this contract is estimated at 42%.

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

Consultant will be paid based on its hourly rates, costs incurred in paying its subconsultants, if any, plus any authorized expenses as set forth in more detail below.

The not-to-exceed dollar amount for each Task Order will be determined through negotiation based on the scope of work, the hours Consultant estimates for performance of the work and Consultant's hourly rates. If the work requires fewer hours than those estimated in the Task Order, Consultant will be paid for the actual hours necessary to complete the work. If Consultant underestimates the number of hours that are required to perform the work, the negotiated

maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City. 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.

Hourly Rates

Consultant's hourly billing rates shall not exceed those set forth below:

Kennedy/Jenks Consultants:

Labor Category	Rate, dollars (Min-Mid-Max)
Engineer/Scientist/Specialist 9	229-266-290
Engineer/Scientist/Specialist 8	202-222-258
Engineer/Scientist/Specialist 7	163-192-232
Engineer/Scientist/Specialist 6	127-170-206
Engineer/Scientist/Specialist 5	114-143-176
Engineer/Scientist/Specialist 4	96-116-154
Engineer/Scientist/Specialist 3	90-109-138
Engineer/Scientist/Specialist 2	79-94-112
Engineer/Scientist/Specialist 1	55-59-67
Designer/Senior Technician	99-112-127
CAD/Technician	79-85-95
Project Administrator	85-94-105
Administrative Assistant	46-66-80
Aide	46-51-61

Subconsultants:

Labor Category	Rate, dollars
<i>3D InFusion</i>	
Principal	143
Project Manager	127
CADD Tech. 3	113
CADD Tech. 2	94
CADD Tech. 1	79
CADD Tech. Intern	69
BIM/3D Modeler 3	113
BIM/3D Modeler 2	94
BIM/3D Modeler 1	79
Eng./Admin. Tech. 2	79
Eng./Admin. Tech. 1	69
Office/Project Assistant	63
<i>Ballantyne Consulting, LLC</i>	
Principal	197
<i>Convergent Pacific, LLC</i>	
Rate, dollars (Min-Max)	
Project Manager/Principal Engineer	147-168
Senior Structural Engineer	123-137
Structural Engineer	94-123
Senior Civil Engineer	113-118
Engineering Designer	83-99
Senior CAD Technician	83-99
CAD Technician	64-79
Senior Surveyor	94-113
Surveyor	78-104
2-Man Survey Crew	142-163
1-Man Survey Crew	104-133

<i>Creekside Environmental</i>	Rate, dollars
Principal, Division Manager	120
Sr. Registered Engineer or Geologist	110
Project Engineer (P.E.) or Geologist (R.G.)	95
Sr. Environmental Scientist	95
Sr. Technician / HazMat Inspector	90
Field Technician	75
Auto-CAD Drafting	65
Administrative Assistant	40
<i>Donaldson Enterprises</i>	Rate, dollars
Consulting	150
Project Management	150
Administration	75
<i>Jenny Engineering Corporation</i>	Rate, dollars (Min-Mid-Max)
Project Manager	288.88
Deputy Project Manager	166.41-215.63-257.08
Project Engineer	119.08-149.50-179.69
Senior Engineer	113.30-140.88-165.97
Engineer	69.66-92.00-111.23
Senior Geotechnical Engineer	202.72
Geotechnical Engineer	91.20
CADD Operator	77.68
<i>Jeanne Lawson Associates</i>	Rate, dollars (Min-Max)
Senior Associate 2	172.36-179.90-187.45
Senior Associate 1	144.23-158.28-172.33
Public Involvement Specialist 7	142.31-146.38-150.46
Public Involvement Specialist 6	129.96-136.12-142.28
Public Involvement Specialist 5	117.12-123.53-129.93
Public Involvement Specialist 4	96.90-106.99-117.09
Public Involvement Specialist 3	87.93-92.40-96.87
Public Involvement Specialist 2	72.59-80.25-87.90
Public Involvement Specialist 1	61.00-66.78-72.56
Admin 5	100.65-109.01-117.36
Admin 4	74.15-78.55-82.96
Admin 3	66.31-70.21-74.12
Admin 2	58.50-62.39-66.28
Admin 1	37.97-48.22-58.47
<i>KLK Consulting</i>	Rate, dollars
Principal	150
Project Coordinator	100
Land Use Manager	105
Office Assistant	30
<i>Lancaster Engineering</i>	Rate, dollars
Traffic Control Planner	145
<i>Northwest Geotechnical Consultants, Inc.</i>	Rate, dollars
Senior Engineer	130.21
Project Engineer II	115.18
Project Engineer I	105.17
Staff Engineer II	90.14
Engineering Technician/Inspector	69.11
Administrative Support	55.09
Drafting Technician	55.09

<i>Shannon & Wilson, Inc.</i>	Rate, dollars (Min-Max)
Sr. Vice President (T27)	234.24-255.16
Vice President (T25)	208.68-236.46
Sr. Associate (T23)	173.34-198.95
Associate (T22)	159.58-181.96
Sr. Principal Professional (T20)	134.24-169.16
Principal Professional (T19)	120.50-131.69
Senior Professional (T18)	108.87-117.21
Professional IV (T17)	99.62-133.21
Professional III (T16)	87.64-98.21
Professional II (T15)	75.98-83.99
Professional I (T14)	70.37-89.07
Sr. Technical Services (S17)	93.58-103.91
Technical Services IV (S15)	77.77-84.28
Technical Services III (S13)	68.14-71.06
Technical Services II (S11)	62.88-72.57
Technical Services I (S09)	50.76-59.48
Sr. Office Services (A17)	111.30-117.93
Office Services V (A17)	87.34-99.03
Office Services IV (A15)	73.25-84.98
Office Services III (A13)	67.99-82.47
Office Services II (A11)	51.64-59.38
Office Services I (A10)	34.84-34.84
<i>Staheli Trenchless Consultants</i>	Rate, dollars
Principal	205.30 – 227.62
Engineering Geologist	129.78
Project Engineer	124.65 – 129.05
Staff Engineer	91.65
Construction Inspector	117.76 – 137.10
Administrative	91.50

The hourly billing rates include a multiplier applied to salaries. This multiplier shall not exceed 3.05 and 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 (travel within 100-mile radius of Consultant's office), information technology, all other direct costs not identified as reimbursable, other indirect costs and profit.

Reimbursable Costs

Any reimbursable costs shall be specifically identified in the task order. City will not reimburse Consultant for costs, including travel expenses, not specifically identified in the contract and/or task order as payable. Allowable costs will be reimbursed without mark-up.

Travel costs (transportation, lodging and per diem) of Consultant when specified in the task order, directly attributed to specific tasks, and to a location outside of a 100-mile radius of the Consultant's project office will be reimbursed in accordance with the City's Travel Expense Guidelines which are based on the General Services Administration (GSA) per diem rates.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The markup on subconsultant services shall not exceed 5%. The maximum multiplier allowed on subconsultant contracts shall be per the following table:

Firm	Maximum Multiplier
3D InFusion	3.05
Ballantyne Consulting, LLC	3.05
Convergent Pacific, LLC	3.05
Creekside Environmental	3.0
Donaldson Enterprises	3.05
Jenny Engineering Corporation	2.9
Jeanne Lawson Associates	3.05
KLK Consulting	2.5
Lancaster Engineering	3.05
Northwest Geotechnical Consultants, Inc.	3.05
Shannon & Wilson, Inc.	3.05
Staheli Trenchless Consultants	3.05

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. Any adjustment of hourly rates 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 Task Order number, the name of the individual, labor category, direct labor rate, billing 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.

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

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.

Contractor Signature: [Signature] Date: 8/13/14 Entity: Kennedy/Jenks Consultants

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.

KENNEDY/JENKS CONSULTANTS, INC.

BY:  Date: 8/13/14

Name: Heather M. Stephens

Title: Wastewater Practice Leader

CONTRACT NUMBER: _____

CONTRACT TITLE: Sewer System Rehabilitation Engineering Services 2014

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: 8/15/14
Office of City Attorney **CITY ATTORNEY**

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

CONTRACT NUMBER _____

TITLE OF WORK PROJECT:
Sewer System Rehabilitation Engineering Services 2014

This contract is between the City of Portland ("City," or "Bureau") and Murray, Smith & Associates, Inc., hereafter called Consultant. The City's Project Manager for this contract is Claudia L. Sterling, P.E.

Effective Date and Duration

This contract shall become effective upon execution by all parties. This contract shall expire five years from the effective date unless otherwise terminated or extended.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$3,000,000 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): Murray, Smith & Associates, Inc.

Address: 121 SW Salmon, Suite 900, Portland, OR 97204

Employer Identification Number (EIN): 930768555

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

City of Portland Business Tax Registration Number: 211425

- 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. 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>. In connection with its activities under this Contract, Consultant shall comply with all applicable Grant Terms and Conditions. This includes all terms and conditions contained in this Contract and, for a contract involving a grant, the Grant Terms and Conditions as further described at: <http://www.portlandoregon.gov/bibs/article/455735>.

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 and to the extent caused by 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 // 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 // Waived by Bureau Director or designee // Reduced 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 // Waived by Bureau Director or designee // Reduced by Bureau Director or design

- (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 // Waived by Bureau Director or designee // Reduced 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): Upon request, Consultant shall provide evidence that any subconsultant performing work or providing goods or services 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 upon payment in full to Consultant for such work product as set forth in this contract. "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. City's alteration of Work Product or City's use of Work Product for any other purpose than the purpose for which Work Product was produced under this contract shall be at City's sole risk.

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. 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.

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

=====

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

Specific work assignments will be authorized via a written Task Order signed by the City and the Consultant. The scope of work, schedule, deliverables, and compensation for each assignment shall be defined in the Task Order prior to commencement of the work. Any change to the scope of work, schedule, deliverables, and compensation must be agreed upon by the City and Consultant in writing as an amendment to the Task Order.

Typical work assignments expected to be performed under Task Orders are described below. Modified tasks or additional tasks not specifically listed below may be required to complete the final design packages. Any additional tasks will be identified in the Task Order.

A. Project and Program Management Services

Specific project management activities to be performed include:

1. Project monitoring and progress reporting
2. Development of project task work plans
3. Managing task order budget and schedule
4. Invoicing and billing
5. Coordinating work within the project team
6. Attending project meetings
7. Project documentation and closeout

Activities that will be performed in support of the overall sewer rehabilitation program include:

1. Participation in the Project Delivery Team charged with development of programmatic procedures and special specifications and drawing details.
2. Incorporating "lessons learned" from recent small diameter rehabilitation projects and new elements for large diameter rehabilitation into current program guidance documents such as: Project Management Plan, quality assurance and control procedures, decision making and communication protocols.
3. Assistance with project and program Team Chartering.

B. Project Pre-Design Services

Services during the pre-design/project scoping phase will include recommending and scoping additional field investigations; review of CCTV inspections; verification of the sewers to be rehabilitated or replaced; evaluating/refining preferred rehabilitation method; general assessment of construction constraints; preliminary public outreach planning; and development of scope, budget and schedule for the detailed design phase. Pipe segments for spot repairs or whole pipe rehabilitation confirmed during pre-design will be packaged into design and construction projects based on their priority, proximity, rehabilitation technology, project size and construction cost.

1. Data Review & Collection
 - a. Review existing data pertinent to the project including as-built utility information, hydraulic models, geotechnical reports, GIS data, environmental reports, closed circuit television (CCTV) inspection reports, and summaries/queries from the City's maintenance management system (Hansen with ArcGIS).
 - b. Small diameter (< 36 inches): Request and review additional CCTV inspection and other testing as required to identify additional segments or refine need or method of repair for recommended segments, sufficient to finalize scope of the final design.
 - c. Large diameter (\geq 36 inches): Request and review additional CCTV inspection, external or internal pipe sampling, laser profiling, topographic imaging, soils and other material or geotechnical testing as required to identify additional segments or refine need or method of repair for recommended segments sufficient to finalize scope of the final design. Review data extracted from BES's maintenance management system (Hansen with ArcGIS); review inspection and specialized imaging data; develop risk comparisons for alternate rehabilitation methods; and present recommendations for proposed rehabilitation method (including both spot repairs and whole pipe repair) of sewers and associated major structures.
2. Initial Hydraulic Modeling
 - a. Identify pipe segments where recommended rehabilitation method may have an effect on pipe capacity and provide BES with a request for hydraulic modeling to be performed by BES modelers.
 - b. Review modeling results and assist BES design team in modifying recommendations to accommodate capacity concerns.
3. Prepare Pre-Design Report and Project Work plan
 - a. Prepare project area map identifying all spot repairs and all pipe segments to be rehabilitated.
 - b. Finalize tabular listing of pipe segments to be repaired or rehabilitated; augment with City-provided existing maintenance management system data with the Consultant's recommended method of repair.
 - c. Prepare a Preliminary Design Report (PDR) including a work plan that outlines work to be designed and associated issues needing to be resolved during final design and construction; include a draft construction schedule and cost estimate accurate to +25/-10 percent.
 - d. Present the recommended project components to the BES Technical Review Committee (TRC) and update the PDR to reflect the TRC's direction.
4. Public Involvement
 - a. Under direction by the BES Public Outreach staff, develop a preliminary public involvement plan including pre-design, design and construction phases of the project. Plan will identify stakeholders, describe involvement strategies, identify products to be developed and describe how and when stakeholders will be involved.

C. Project Design Services

Services during the design phase will include all activities required to prepare construction documents, except those specialized services provided by the City.

1. Traffic Control
 - a. Develop traffic control plans if and as required for project construction.
2. Temporary Sewer Bypass Planning
 - a. Provide feasible bypass options with assistance of BES hydraulic modelers.
 - b. Prepare a bypass plan and specifications, as required, using results of BES hydraulic modeling.
3. Surveying
 - a. Collect topographic survey information and prepare base mapping.

4. Geotechnical and Materials Testing
 - a. Provide geotechnical investigation including geotechnical borings, appropriate lab analyses, and accompanying geotechnical report (draft and final).
 - b. Excavate test pits to facilitate analysis of native material for use as backfill.
 - c. Perform pavement coring to characterize existing pavement section.
 5. Environmental
 - a. Perform a Level I Environmental Assessment. Review environmental contamination databases, perform field sampling, and perform lab analysis.
 - b. Produce a Contaminated Media Management Plan (CMMP).
 - c. In conjunction with the geotechnical investigations, perform a Level II Environmental Assessment.
 6. Permit Application & Acquisition
 - a. Identify all permits and prepare all permit applications necessary for construction of the project.
 7. Utility Coordination
 - a. Identify all utilities in conflict with the proposed improvements.
 - b. Identify areas requiring positive location of utilities.
 - c. Prepare utility notifications and perform necessary coordination.
 - d. Include utility requirements in construction contracts.
 8. Identify Limits of Right-of-Way Needs
 - a. Identify the number of properties impacted. Prepare maps showing location of properties, property addresses and/or legal descriptions, ownership, type and size of easements needed, and critical right-of-way needed to ensure the project remains on schedule.
 9. Review Non-conforming Sewers
 - a. Coordinate with BES's non-conforming sewer program to identify nonconforming laterals within the project boundary and determine reconstruction plan for the public lateral as part of this project.
 10. Design all elements of work necessary to meet project objectives
 - a. Develop project contract documents for sewer, public lateral, access structure spot repair and rehabilitation.
 - b. Submit plans, specifications and cost estimates for design at the 30%, 60%, 90% and 100% stages of design following BES's guidance document, City of Portland Standard Construction Specifications, and BES drawing standards.
 - c. Provide written response to all comments submitted for the 30%, 60% and 90% documents informing the City as to whether or not the comment was incorporated, requires further discussion or was rejected. Participate in review meetings with City project team members at each of these design levels.
 - d. Prepare a final detailed engineer's cost estimate.
 - e. Prepare final bid book and all final package documents consisting of City-provided front end and Consultant-provided plans, specifications, total engineer's estimate, bid form, and any necessary appendices, permits, and easements. Provide complete package ready to submit to City Printing and Distribution (P&D) in both hard copy and complete indexed electronic document for uploading to City's website.
 - f. Prepare a Final Design Report at the completion of design following the BES template. The Design Report should contain, at a minimum, all Preliminary Design Report subjects including the final cost estimate and general construction schedule.
 11. Public Involvement
 - a. Under direction of the BES Public Outreach staff, finalize the public involvement plan to conform to the final scoped project extent.
 - b. Implement the design-phase activities of the plan including outreach to affected stakeholders; preparation of newsletters and emails; attendance at local meetings; and coordination with non-conforming sewer team.
- D. Bid Phase Design Services

Services during the bid phase will include:

1. Provide assistance to BES in preparing formal responses to bidder questions. This work will include the development of contract addenda and attendance at pre-bid meetings.
2. Assist in preparation of presentation to prospective bidders at the pre-bid meeting.
3. Implement public outreach activities as needed in advance of Consultant's Notice to Proceed.

E. Design Services During Construction

Resident engineering will be provided by City staff. Consultant will provide services during construction and assist with selected submittal review.

1. Construction Phase Design Services
 - a. Attend pre-construction meeting and assist in preparation of presentation for the meeting.
 - b. Provide engineering support services during construction such as review of submittals, shop drawings, and requests for information.
2. Public Involvement
 - a. Implement the construction-phase activities of the public involvement plan including outreach to affected stakeholders; preparation of newsletters and emails; attendance at local meetings; and attendance at weekly construction meetings.

DELIVERABLES

Deliverables for the projects shall include:

- a. Project work plan for all phases of work, including the formal work plan for submission to the Technical Review Committee.
- b. Preliminary recommendation of pipes to be included in project (maps and tabular listing).
- c. Pre-design/Project Scoping report with final recommended project pipes and rehabilitation methods and estimated costs.
- d. Geotechnical reports.
- e. Level 1 and Level 2 environmental site assessments.
- f. 30%, 60%, 90% and final plans, specifications, and estimates for recommended project pipes and structures.
- g. Bid document
- h. Final design report.
- i. Submit a monthly invoice with status report and Subconsultant Payment and Utilization Report (MUR) by the 15th of each month.
- j. Meeting summary notes and weekly status reports.
- k. Other deliverables as defined in individual Task Orders.

WORK PERFORMED BY CITY

Specific duties the City will perform include:

- a. Overall project management
- b. Final scope definition
- c. All condition hydraulic and hydrologic modeling
- d. Compile existing GIS, maintenance, and record information
- e. Closed-circuit television (CCTV) inspection of sewer mains and public laterals
- f. Field observation and measurement of individual structures (manholes) as requested by the Successful Proposer(s)
- g. Potholing
- h. Preparation of all permit applications, e.g., street opening permit, non-parks use permit, ODOT permit, and noise variance
- i. Right-of-way services
- j. Direction of public outreach and communication with media
- k. Work product review and comment at dedicated milestones
- l. Oversight and owner decision making
- m. Construction staking
- n. Construction management and inspection
- o. As built drawings

The City, at its sole discretion, reserves the right to self-perform the following services (to be determined on a task order basis):

- a. Materials testing
- b. Pavement coring
- c. Survey control and surveying for base mapping
- d. Preparing utility notifications
- e. Developing traffic control plans

Additionally, the City will provide a walk-up computer work station at the City's Portland Building to facilitate Consultant's access to and downloading of relevant electronic records such as CCTV files, GIS files, and maintenance management records.

CONSULTANT KEY PERSONNEL

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

NAME	ROLE ON PROJECT
Kevin Thelin, PE	Contract Manager

SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	ESTIMATED % OF CONTRACT AMOUNT
Parsons Brinckerhoff	Large Diameter Sewer Design	20%
Lois D. Cohen Associates, LLC*	Public Involvement	12%
Northwest Geotech, Inc.*	Geotechnical/Environmental Engineering	15%
Peterson Structural Engineers, Inc.*	Structural Engineering	1%
Buckel Associates, Inc.*	Surveying	2%
Bluedot Group*	Surveying	1%
Environmental Science & Assessment, LLC*	Environmental Permitting	1%
Emerio Design, LLC*	Surveying and Traffic Control Planning	2%
Total Subcontracting:		54%

*State of Oregon certified M/W/ESB firm.

The total subcontracting to M/W/ESB firms on this contract is estimated at 34%.

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

Consultant will be paid based on its hourly rates, costs incurred in paying its subconsultants, if any, plus any authorized expenses as set forth in more detail below.

The not-to-exceed dollar amount for each Task Order will be determined through negotiation based on the scope of work, the hours Consultant estimates for performance of the work and Consultant's hourly rates. If the work requires fewer hours than those estimated in the Task Order, Consultant will be paid for the actual hours necessary to complete the work. If Consultant underestimates the number of hours that are required to perform the work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid. Compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by the City. 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.

Hourly Rates

Consultant's hourly billing rates shall not exceed those set forth below:

Murray, Smith & Associates, Inc.

Labor Category	Minimum	Mid	Maximum
Principal Engineer VI	\$227.87	\$240.72	\$253.58
Principal Engineer V	\$219.94	\$227.32	\$234.70
Principal Engineer IV	\$195.02	\$210.78	\$226.53
Principal Engineer III	\$189.10	\$198.19	\$207.28
Principal Engineer II	\$168.63	\$181.70	\$194.77
Principal Engineer I	\$162.32	\$175.55	\$188.77
Professional Engineer IX	\$152.50	\$159.85	\$167.19
Professional Engineer VIII	\$137.25	\$147.16	\$157.08
Professional Engineer VII	\$131.97	\$141.51	\$151.04
Professional Engineer VI	\$121.70	\$132.21	\$142.72
Professional Engineer V	\$89.46	\$107.40	\$125.35
Professional Engineer IV	\$101.17	\$104.81	\$108.44
Engineering Designer IV	\$93.12	\$100.78	\$108.44
Professional Engineer III	\$89.46	\$96.83	\$104.20
Engineering Designer III	\$87.23	\$91.57	\$95.91
Engineering Designer II	\$78.45	\$84.92	\$91.39
Engineering Designer I	\$71.25	\$76.02	\$80.80
Technician IV	\$99.70	\$129.60	\$159.49
Technician III	\$85.00	\$93.85	\$102.70
Technician II	\$70.09	\$78.82	\$87.55
Technician I	\$65.97	\$69.08	\$72.19
Administrative III	\$90.92	\$118.86	\$146.80
Administrative II	\$67.44	\$80.54	\$93.65
Administrative I	\$39.65	\$54.55	\$69.46

SUBCONSULTANTS:***Parsons Brinckerhoff***

Labor Category	Minimum	Mid	Maximum
Engineer I	\$75.87	\$94.86	\$113.84
Engineer II	\$87.23	\$109.04	\$130.85
Senior Engineer	\$93.71	\$126.50	\$159.29
Senior Project Accountant	\$93.71	\$126.50	\$159.29
Lead Engineer	\$110.72	\$149.45	\$188.19
Supervising Project Accountant	\$110.72	\$149.45	\$188.19
Supervising Engineer	\$128.25	\$173.16	\$218.00
Engineering Manager	\$160.35	\$216.47	\$272.59
Senior Supervising Engineer	\$160.35	\$216.47	\$272.59
Senior Engineering Manager	\$187.19	\$271.45	\$355.71
Senior CADD Operator	\$75.87	\$94.86	\$113.84
Senior Supervising CADD Designer	\$93.71	\$126.50	\$159.29

Lois D. Cohen, LLC

Labor Category	Rate
Project Manager	\$180.05
Senior Public Involvement Coordinator	\$95.45
Public Involvement Coordinator I	\$59.03

Northwest Geotech, Inc.

Labor Category	Rate
Senior Engineer	\$130.21
Project Engineer II	\$115.18
Project Engineer I	\$105.17
Staff Engineer II	\$90.14
Engineering Technician/Inspector	\$69.11
Administrative Support	\$55.09
ACAD/Drafting Technician	\$55.09

Peterson Structural Engineers, Inc.

Labor Category	Rate
Principal/Contract Manager	\$219.95
Principal	\$193.56
Staff Manager	\$131.97
Staff Manager	\$124.64
Project Manager	\$85.05
Project Manager	\$85.05
Staff Designer	\$82.12
Staff Designer	\$84.31
Staff Designer	\$85.05
Staff Designer	\$74.78
Staff Designer	\$74.78
Drafting	\$85.41
Admin./Drafting	\$74.78
Admin./Drafting	\$58.65

Buckel Associates, Inc.

Labor Category	Minimum	Mid	Maximum
Project Manager	\$115.00	\$120.00	\$125.00
Project Surveyor	\$100.00	\$105.00	\$110.00
Survey Technician	\$75.00	\$80.00	\$85.00
Party Chief	\$81.00	\$83.00	\$86.00
2nd Field Person	\$60.00	\$62.00	\$64.00

Bluedot Group

Labor Category	Minimum	Mid	Maximum
Principal	\$135.82	\$159.82	\$183.82
Professional Land Surveyor	\$102.91	\$119.35	\$135.79
Survey Technician V	\$80.92	\$88.35	\$91.04
Survey Technician IV	\$72.47	\$77.50	\$80.91
Survey Technician III	\$62.65	\$67.99	\$72.46
Survey Technician II	\$54.17	\$59.64	\$62.64
Survey Technician I	\$48.80	\$51.47	\$54.16
Project Administrative Assistant	\$54.90	\$59.48	\$64.08

Environmental Science & Assessment, LLC

Labor Category	Minimum	Maximum
Sr. Environmental Scientist	\$129.20	\$136.00
Sr. Wetland Scientist/Botanist	\$105.30	\$115.00
Wetland Scientist/CADD	\$74.25	\$80.00

Emerio Design, LLC

Labor Category	Rate
Project Manager	\$135.00
Project Engineer/Civil Engineer	\$126.00
Designer	\$90.00
Land Use Planner	\$120.00
CADD Tech I	\$75.00
CADD Tech II	\$90.00
Professional Land Surveyor	\$120.00
2 Man Survey Crew	\$150.00
Office Assistant	\$75.00

The hourly billing rates include a multiplier applied to salaries. This multiplier shall not exceed 3.05 and 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 (travel within 100-mile radius of Consultant's office), information technology, all other direct costs not identified as reimbursable, other indirect costs and profit.

Reimbursable Costs

Any reimbursable costs shall be specifically identified in the task order. City will not reimburse Consultant for costs, including travel expenses, not specifically identified in the contract and/or task order as payable. Allowable costs will be reimbursed without mark-up.

Travel costs (transportation, lodging and per diem) of Consultant when specified in the task order, directly attributed to specific tasks, and to a location outside of a 100-mile radius of the Consultant's project office will be reimbursed in accordance with the City's Travel Expense Guidelines which are based on the General Services Administration (GSA) per diem rates.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The markup on subconsultant services shall not exceed 5%. The maximum multiplier allowed on subconsultant contracts shall be per the following table:

Firm	Maximum Multiplier
Parsons Brinckerhoff	3.05
Lois D. Cohen Associates, LLC	3.05
Northwest Geotech, Inc.	3.05
Peterson Structural Engineers, Inc.	3.05
Buckel Associates, LLC	3.05
Bluedot Group	3.05
Environmental Sciences & Assessment, LLC	2.84
Emerio Design, LLC	3.05

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. Any adjustment of hourly rates 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 Task Order number, the name of the individual, labor category, direct labor rate, billing 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.

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/bis/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.

Contractor Signature: [Handwritten Signature] Date: 8/13/14 Entity: MURRAY, SMITH & ASSOC., 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.

MURRAY, SMITH & ASSOCIATES, INC.

BY:  Date: 8/13/14

Name: Kevin M. Thelin, PE

Title: Vice President

186808

CONTRACT NUMBER: _____

CONTRACT TITLE: Sewer System Rehabilitation Engineering Services 2014

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: 8/15/14
Office of City Attorney
CITY ATTORNEY