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

CONTRACT NUMBER TRN121

TITLE OF WORK PROJECT
Right of Way Project and Pavement Coordination

This contract is between the City of Portland ("City," or "Bureau") and HDR Engineering, Inc, hereafter called Consultant. The City's Project Manager for this contract is Bill Hoffman.

Effective Date and Duration
This contract shall become effective on October 14, 2014. This contract shall expire, unless otherwise terminated or extended, on June 30, 2015.

Consideration
(a)   City agrees to pay Consultant a sum not to exceed $250,000 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.

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CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): HDR Engineering, Inc.

Address: 1001 SW 5th Avenue, Portland, Oregon 97204

Employer Identification Number (EIN): 21-065628
[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business Tax Registration Number: 670538

Citizenship: Nonresident alien   ☐ Yes   ☐ No

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

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

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

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TERMS AND CONDITIONS

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

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

3. Order of Precedence
This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

4. Early Termination of Contract
(a)   The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
(b)   Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination
(a)   If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
(b)   If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
(c)   If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
(d)   If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
(e)   In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment
Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law
Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: http://www.portlandoregon.gov/bibs/article/446806. In connection with its activities under this Contract, the Contractor 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 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 // ☐ Reduce 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 // ☐ Reduce 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 // ☐ Reduce by Bureau Director or designee

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

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

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

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

10. Ownership of Work Product
All work product produced by the Consultant under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

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

12. Equal Benefits
Consultant must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

13. Successors in Interest
The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability
The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver
The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

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852

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
Contractor 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 Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor 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, Contractor, 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. Contractor understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Contractor 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.

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STATEMENT OF THE WORK
AND PAYMENT SCHEDULE

SCOPE OF WORK

See attached Exhibit A

CONSULTANT PERSONNEL
See attached Exhibit A

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

SUBCONSULTANTS

Compass Computing Group, Inc.
Barbara Jensen

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued $50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: http://www.portlandoregon.gov/bibs/45475.

COMPENSATION

The maximum that the Consultant can be paid on this contract is $250,000 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

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

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed those set forth in the attached Exhibit A.

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 will be consistent with the rate schedule set forth in the attached Exhibit A.

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. 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.

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, CONTRACTOR MUST SIGN HERE:

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

Contractor Signature _____ Date: 10-9-14 Entity: HDR Engineering, Inc. _____

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

As an independent contractor, I certify that I meet the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;

2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and

3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor: check four or more of the following:

_____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;

_____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;

_____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;

_____ D. Labor or services are performed only pursuant to written contracts;

_____ E. Labor or services are performed for two or more different persons within a period of one year; or

_____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

_____   _____
Contractor Signature   Date

FOR CITY USE ONLY

PROJECT MANANGER-COMPLETE ONLY IF CONTRACTOR DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;

2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;

3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;

4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;

5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

_____   _____
City Project Manager Signature   Date

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.

HDR Engineering, Inc.

BY: _____ Date: 10-9-14

Name: David C. Moyano, Pe, SE

Title: Vice President

CONTRACT NUMBER: TRN121

CONTRACT TITLE: **Right of Way Project and Pavement Coordination**

CITY OF PORTLAND SIGNATURES:

By: _____   Date: _____
　　　Bureau Director

By: _____   Date: _____
　　　Chief Procurement Officer

By: _____   Date: _____
　　　Elected Official

Approved:

By: _____   Date: _____
　　　Office of City Auditor

Approved as to Form:

By: _____   Date: _____
　　　Office of City Attorney

Portland Bureau of Transportation

Scope of Work

September 2014

Prepared by:

HDR

1001 SW 5th Avenue
Portland, OR 97204

Contents

GENERAL ASSUMPTIONS

◆ The Portland Bureau of Transportation (PBOT) has contracted with HDR Engineering, Inc. (CONSULTANT) to produce a scope of work and performance criteria that will guide the selection of technology, coordination opportunities with partners that are stakeholders in the Right-of-Way (ROW), and protocols that enable cost savings and road preservation.

This project will outline the following:

- Cost savings opportunities

- Best practices for protocols in the ROW

- Technology recommendations to realize cost savings

◆ CONSULTANT will provide one draft of each deliverable. PBOT will provide one set of consolidated review comments within 10 business days. CONSULTANT will address comments in final deliverable.

◆ CONSULTANT will work with PBOT to coordinate with bureaus within the City of Portland to develop recommendations and scope for a Phase 2, full implementation of the aforementioned system.

◆ The level of effort is limited to the amount of labor and expenses indicated in fee estimate. Additional services beyond these limits will be considered extra work and will require an amendment.

◆ The scope of this project assumes a kickoff date of October 14, 2014 and a completion date of June 30, 2015.

TASK 1. INVENTORY AND ANALYSIS

Assumptions

◆ PBOT will select three (3) Tier 1 organizations for business requirements analysis from partner agencies that have an interest in ROW construction projects.

◆ Tier 1 partners will have a representative the Technical Advisory Committee (TAC).

◆ PBOT will select three (3) Tier 2 organizations for phone interviews.

◆ Survey will consist of less than 25 questions, generated by the CONSULTANT, and hosted on-line with Survey Monkey ™ software.

◆ The Survey is not scientific and intended for information gathering only.

Activities

◆ Define and document PBOT goals.
  - o Identify Tier 1,2, and 3 relationships
◆ Tier 1 Stakeholder Analysis and Business Requirements:
  - Analyze the current state of the technology used by tier 1 partners in the ROW.

- Identify opportunities and constraints for coordinating construction in the ROW.

- Identify protocols needed to improve business processes.

- Build business requirements based on an analysis of stakeholder and analysis of current protocols, work practices, and technology.

- Tier 2 Stakeholder phone interviews:

  - Conduct interviews with stakeholders to identify technology and protocols they would use to coordinate work in the ROW.

  - Identify opportunities for cost savings.

  - Provide feedback on stakeholder usage requirements.

- Tier 3 Stakeholder Survey:

  - Query stakeholders regarding system(s).

  - Obtain feedback on how PBOT can coordinate ROW construction projects.

Deliverables

- White paper on PBOT and its partner's existing needs, opportunities, constraints, existing technologies, and management systems. The document will contain the following summaries and analyses:

  - Review of existing materials and interviews.

  - Needs, opportunities, and constraints.

  - Data management systems currently in use by PBOT and its partners.

  - Cost savings and other benefits.

Task 1.1 Benchmarking

Assumptions

- CONSULTANT will benchmark against five (5) organizations that have implemented systems and protocols that coordinate construction in the ROW.

- PBOT has identified the City of Boston and the City of Chicago as two (2) organizations they would like to benchmark against. CONSULTANT contact these organizations and request their support. However, ability to benchmark will be dependent on these organizations willingness to allow CONSULTANT access to their systems and protocols.

Activities

- Identify five (5) organizations that have implemented systems to coordinate construction in the ROW.

  - Document technology used in coordinating ROW projects.

  - Outline savings and Return on Investment (ROI) for systems used in ROW coordination.

    - Document staffing and protocols that were implemented to support technology.

Deliverables

◆ White paper on the existing best practices for data management used by other public and private agencies comparable to the City of Portland. The document will contain the following summaries and analyses of existing best practices:

- ● Summary and analysis of existing best practices for hardware and software.

- ● Summary and analysis of existing best practices for management systems—staff, organization, inter-agency protocols.

- ● Summary and analysis of existing best practices for cost savings, and other communication and coordination benefits resulting from ROW project and pavement coordination, such as reduced disruption and reduction in redundant street cutting.

TASK 2. ALTERNATIVES

Assumptions

◆ PBOT will facilitate access to IT systems, management structures, and appropriate staff for all Tier 1 clients.

Activities

◆ Technical systems analysis.

◆ Management systems analysis.

◆ Communication between Tier 1 partners within the City of Portland to include the following:

- ● Type and size of projects to be coordinated.

- ● Protocols between partners necessary to effectively exchange ROW information.

- ● Cost savings and benefits analysis for project coordination.

◆ Identify protocols that allow Tier 2 and 3 clients the ability to use the system.

◆ Staffing analysis for PBOT and Corporate IT required to run the system(s).

◆ Total Cost of Ownership and ROI analysis on system(s).

Deliverables

◆ CONSULTANT will provide a report that summarizes at least three (3) alternatives for a system that will cost effectively optimize road preservation:

- ● Technology:

  - ▪ Cost estimates of technical solution.

  - ▪ Staffing requirements for technical solution.

- ● Protocols and management systems required for the solution.

- ● Staffing and organizational structures required for the solution.

- ● Total cost of ownership for systems.

TASK 3. EVALUATION

Assumptions

* Preferred alternative technical memo will be part of the larger recommendations deliverable.
* Alternatives analysis will come from task 2; this task will summarize the task 2 effort.

Activities

* Select a preferred alternative from Task 2, alternatives analysis.
  * Technology
  * Management Protocols
  * ROI / Cost Benefit Analysis
  * Organizational Changes

Deliverables

* Three (3) to five (5) page technical memorandum outlining the preferred alternative and evaluation methodology.

TASK 4. RECOMMENDATIONS AND SCOPE OF WORK

Assumptions

* CONSULTANT will provide one draft. PBOT will provide one set of consolidated review comments within 10 business days. CONSULTANT will address comments in final deliverable.

Activities

* Outline final recommendations and scope for implementation of the project.
  * Recommend ROW project and pavement coordination system.
  * Recommend scope of service and performance criteria to guide next phases of implementation.
  * Estimate budgets for implementation phases.

Deliverables

* Recommended ROW Project and Pavement Coordination System.
* Scope of services and performance criteria.
* Estimated budgets for PBOT and its partners to implement system.

TASK 5. PROJECT MANAGEMENT

Assumptions

- Partner group meetings for Tier 1 and tier 2 clients are outlined in Task 1 and 2. Tier 3 clients will receive a on-line survey.
- Documentation of TAC meetings will occur in the white papers as recommendations.
- City Council meeting will be for scope approval and will not need a summary memo.
- The City will serve as primary liaison between the CONSULTANT team and the Executive Steering Committee and the Partners Group.
- The City will facilitate work sessions and presentations.
- The City will maintain an ongoing engagement with CONSULTANT team.
- The City will coordinate a TAC to assist the project manager and consultant team.

Activities

- Facilitate meetings:
  - Three executive steering committee work sessions.
  - One council meeting.

- Billing and utilization reporting:
  - CONSULTANT project manager will monitor invoicing and utilization reports.
  - CONSULTANT project manager will administer sub-consultant contracts and support and generate utilization reports for the PBOT project management team.

Deliverables

- Documentation of all executive meetings in a 1- to 3-page summary memo.
- Monthly invoice and Utilization Report by the 15th of each month.

As Amended Submitted 10-15-14

	PROFESSIONAL SERVICES FOR:	HDR Engineering														Compass Computing Group, Inc.			Barbara Jensen			
		Principal / Program Manager	Project Manager	Sr. GIS Manager	Sr Financial Analyst	Management Analyst	Project Engineer	Project Controller	Project Assistant	Hours	Labor	Travel	Misc. Exp.	Total Expenses	HDR Fee	System Administrator	Labor	Subconsultant Total	Public Involvement	Labor	Subconsultant Total	Total Fee (includes sub-consultant mark-up)
Billing Rate		$ 204.30	$ 159.81	$ 179.21	$ 150.47	$ 117.58	$ 179.14	$ 98.88	$ 80.52							$ 150.00			$ 165.00			
	Task Description																					
Task 1: Inventory and analysis report																						
1.1	Mobilization and Pre-Planning		8	4				4	4	20	$ 2,713	$ 2,000	$ 27	$ 2,027	$ 4,740	4	$ 600	$ 600	4	$ 660	$ 660	$ 6,063
1.2	Goals Overview w/ PBOT		8							8	$ 1,278		$ 13	$ 13	$ 1,291		$ -	$ -		$ -	$ -	$ 1,291
1.3	Tier 1 Stakeholder Analysis									0	$ -		$ -	$ -	$ -		$ -	$ -		$ -	$ -	$ -
1.3.1	Technology		16	40						56	$ 9,725		$ 97	$ 97	$ 9,822	48	$ 7,200	$ 7,200		$ -	$ -	$ 17,382
1.3.2	Protocols		80	16			10			106	$ 17,443		$ 174	$ 174	$ 17,618	16	$ 2,400	$ 2,400		$ -	$ -	$ 20,138
1.3.3	Costs		8		16					24	$ 3,686		$ 37	$ 37	$ 3,723		$ -	$ -		$ -	$ -	$ 3,723
	Tier 1 Requierments									0	$ -		$ -	$ -	$ -		$ -	$ -		$ -	$ -	$ -
1.3.4	Needs		80	16						96	$ 15,652		$ 157	$ 157	$ 15,808	8	$ 1,200	$ 1,200		$ -	$ -	$ 17,068
1.3.5	Cost Saving Opportunities		8		16					24	$ 3,686		$ 37	$ 37	$ 3,723		$ -	$ -		$ -	$ -	$ 3,723
1.3.6	Constraints		8	40						48	$ 8,447		$ 84	$ 84	$ 8,531		$ -	$ -		$ -	$ -	$ 8,531
1.4	Tier 2 stakeholder phone interviews									0	$ -		$ -	$ -	$ -		$ -	$ -		$ -	$ -	$ -
1.4.1	Technology		8							8	$ 1,278		$ 13	$ 13	$ 1,291	8	$ 1,200	$ 1,200		$ -	$ -	$ 2,551
1.4.2	Cost Saving Opportunities		8		8					16	$ 2,482		$ 25	$ 25	$ 2,507		$ -	$ -		$ -	$ -	$ 2,507
1.4.3	Needs		8							8	$ 1,278		$ 13	$ 13	$ 1,291		$ -	$ -		$ -	$ -	$ 1,291
1.5	Tier 3 stakeholder survey		4	2	2					8	$ 1,299		$ 13	$ 13	$ 1,312	2	$ 300	$ 300		$ -	$ -	$ 1,627
1.6	Benchmarking								16	16	$ 1,288		$ 13	$ 13	$ 1,301		$ -	$ -		$ -	$ -	$ 1,301
1.6.1	Kick-Off		32			16				48	$ 6,995		$ 70	$ 70	$ 7,065		$ -	$ -		$ -	$ -	$ 7,065
1.6.2	Initial data		8			40				48	$ 5,982		$ 60	$ 60	$ 6,042		$ -	$ -		$ -	$ -	$ 6,042
1.6.3	Proccesses		8			40				48	$ 5,982		$ 60	$ 60	$ 6,042		$ -	$ -		$ -	$ -	$ 6,042
1.6.4	Lessons Learned		8			40				48	$ 5,982		$ 60	$ 60	$ 6,042		$ -	$ -		$ -	$ -	$ 6,042
1.6.5	Best Practices		8			40				48	$ 5,982		$ 60	$ 60	$ 6,042		$ -	$ -		$ -	$ -	$ 6,042
	Sub-total	0	308	118	42	176	10	4	20	678	$ 101,179	$ 2,000	$ 1,012	$ 3,012	$ 104,191	86	$ 12,900	$ 12,900	4	$ 660	$ 660	$ 118,429
Task 2: Alternatives (Three ROW coordination systems)																						
2.1	Technical Systems Analysis		24	32				0	0	56	$ 9,570	$ -	$ 96	$ 96	$ 9,666	54	$ 8,100	$ 8,100		$ -	$ -	$ 18,171
2.2	Management Systems Analysis		40		0	8				48	$ 7,825	$ -	$ 78	$ 78	$ 7,904	0	$ -	$ -		$ -	$ -	$ 7,904
2.3	Communication and Analysis of Tier 1 Partner Systems		24							24	$ 3,835		$ 38	$ 38	$ 3,874	20	$ 3,000	$ 3,000		$ -	$ -	$ 7,024
2.3.1	Type and Size of Projects to be Coordinated		24		0					24	$ 3,835		$ 38	$ 38	$ 3,874	20	$ 3,000	$ 3,000		$ -	$ -	$ 7,024
2.3.2	Protocol Analysis of Tier 1 Partners		10							10	$ 1,598		$ 16	$ 16	$ 1,614	0	$ -	$ -		$ -	$ -	$ 1,614
2.3.3	Cost Savings Analysis		8		8					16	$ 2,482		$ 25	$ 25	$ 2,507		$ -	$ -		$ -	$ -	$ 2,507
2.4	Tier 2 and 3 client analysis		12							12	$ 1,918		$ 19	$ 19	$ 1,937		$ -	$ -		$ -	$ -	$ 1,937
2.5	Staffing Analysis for PBOT and Corperate IT		60							60	$ 9,588		$ 96	$ 96	$ 9,684		$ -	$ -	8	$ 1,320	$ 1,320	$ 11,070
2.6	Total Cost of Ownership and ROI Analysis			16	8					24	$ 4,071		$ 41	$ 41	$ 4,112		$ -	$ -		$ -	$ -	$ 4,112
	Sub-total	0	202	48	16	0	8	0	0	274	$ 44,724	$ -	$ 447	$ 447	$ 45,171	94	$ 14,100	$ 14,100	8	$ 1,320	$ 1,320	$ 61,362
Task 3: Evaluation of Software (Three systems)																						
3.1	Preferred Alternative Technology		4							4	$ 639		$ 6	$ 6	$ 646	32	$ 4,800	$ 4,800		$ -	$ -	$ 5,686
3.2	Preferred Alternative Protocols		4							4	$ 639		$ 6	$ 6	$ 646	8	$ 1,200	$ 1,200		$ -	$ -	$ 1,906
3.3	ROI / Cost Benefit Analysis		4	32						36	$ 6,374		$ 64	$ 64	$ 6,438		$ -	$ -		$ -	$ -	$ 6,438
3.4	Organizational Recommendations		32							32	$ 5,114		$ 51	$ 51	$ 5,165		$ -	$ -	8	$ 1,320	$ 1,320	$ 6,551
	Sub-total	0	44	32	0	0	0	0	0	76	$ 12,766	$ -	$ 128	$ 128	$ 12,894	40	$ 6,000	$ 6,000	8	$ 1,320	$ 1,320	$ 20,580
Task 4: Reccomendations and Scope of Work																						
4.1	Pavement Coordination System		32						8	40	$ 5,758		$ 58	$ 58	$ 5,816	20	$ 3,000	$ 3,000		$ -	$ -	$ 8,966
4.2	Scope of Service Performance Criteria		32							32	$ 5,114		$ 51	$ 51	$ 5,165	20	$ 3,000	$ 3,000		$ -	$ -	$ 8,315
4.3	Budget for Implementation		32							32	$ 5,114		$ 51	$ 51	$ 5,165		$ -	$ -		$ -	$ -	$ 5,165
	Sub-total	0	96	0	0	0	0	0	8	104	$ 15,986	$ -	$ 160	$ 160	$ 16,145	40	$ 6,000	$ 6,000	0	$ -	$ -	$ 22,445
Task 5: Project Managemnet																						
5.1	Executive Steering Group Meetings		3						10	13	$ 1,285	$ 800	$ 13	$ 813	$ 2,097		$ -	$ -	6	$ 990	$ 990	$ 3,137
5.2	TAC Meetings		4							4	$ 639		$ 6	$ 6	$ 646		$ -	$ -		$ -	$ -	$ 646
5.3	Stakeholder Meetings		10							10	$ 1,598		$ 16	$ 16	$ 1,614		$ -	$ -		$ -	$ -	$ 1,614
5.4	Presentation to City Council	2	2	2		0	0		2	8	$ 1,248	$ 400	$ 12	$ 412	$ 1,660		$ -	$ -	2	$ 330	$ 330	$ 2,007
5.5	Documentation of Steering Group Meetings							30		30	$ 2,416		$ 24	$ 24	$ 2,440		$ -	$ -		$ -	$ -	$ 2,440
5.6	Invoicing and Project Administration		18					30	30	78	$ 8,258		$ 83	$ 83	$ 8,341		$ -	$ -		$ -	$ -	$ 8,341
5.7	QC Reviews	4						0	0	4	$ 817		$ 8	$ 8	$ 825	8	$ 1,200	$ 1,200	40	$ 6,600	$ 6,600	$ 9,015
	Sub-total	6	37	2	0	0	0	30	72	147	$ 16,261	$ 1,200	$ 163	$ 1,363	$ 17,623	8	$ 1,200	$ 1,200	48	$ 7,920	$ 7,920	$ 27,199
	Hours	6	687	200	58	176	18	34	100	1,279						268			68			
	Fee	$1,226	$109,787	$35,842	$8,727	$20,695	$3,225	$3,362	$8,052		$ 190,915	$ 3,200	$ 1,909	5,109	$ 196,024	$40,200	$ 40,200	$ 40,200	$11,220	$ 11,220	$ 11,220	
	Sub-consultant Budget w/ Mark-up																$ 42,210	$ 42,210		$ 11,781	$ 11,781	
															$ 196,024							$ 250,000

CERTIFICATE OF LIABILITY INSURANCE

6/1/2015

DATE (MM/DD/YYYY)
10/9/2014

ACORD®

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 1011059	INSURER A : Hartford Fire Insurance Company	19682
HDR ENGINEERING, INC.	INSURER B : Travelers Property Casualty Co of America	25674
8404 INDIAN HILLS DRIVE	INSURER C : New Hampshire Insurance Company	23841
OMAHA, NE 68114-4049	INSURER D : Lexington Insurance Company	19437
	INSURER E : National Union Fire Ins Co Pittsburgh PA	19445
	INSURER F :	

COVERAGES HDRIN01 **CERTIFICATE NUMBER:** 13152926 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE X OCCUR X CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	37CSEQU0950	6/1/2014	6/1/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A A A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSEI160 (MA)	6/1/2014 6/1/2014 6/1/2014	6/1/2015 6/1/2015 6/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $	Y	Y	ZUP-10R64084-14-NF (EXCLUDES PROF. LIAB)	6/1/2014	6/1/2015	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$ XXXXXXX
C C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	027527762 (AOS) 027527764 (ME) 027527763 (CA)	7/1/2014 7/1/2014 7/1/2014	7/1/2015 7/1/2015 7/1/2015	X PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2014	6/1/2015	PER CLAIM: $3,000,000 AGGREGATE: $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CITY OF PORTLAND, CONTRACT NUMBER TRN121, RIGHT OF WAY AND PAVEMENT COORDINATION. THE CITY OF PORTLAND AND ITS BUREAUS/DIVISIONS, OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO AND UMBRELLA AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW.

CERTIFICATE HOLDER	CANCELLATION
13152926 CITY OF PORTLAND ATTENTION: KYLE CHISEK 1120 SW FIFTH AVE ROOM 800 PORTLAND OR 97204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _Joseph M Agnello_

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