

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

**CONTRACT NUMBER** \_\_\_\_\_

**TITLE OF WORK PROJECT:  
Columbia Boulevard Wastewater Treatment Plant Facilities Plan Update**

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 Muriel Gueissaz-Teufel.

**Effective Date and Duration**

This contract shall become effective upon execution by all parties. This contract shall expire, unless otherwise terminated or extended, on December 31, 2017.

**Consideration**

- (a) City agrees to pay Consultant a sum not to exceed \$576,200 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): HDR Engineering, Inc.  
 Address: 1001 SW 5<sup>th</sup> Avenue, Suite 1800, Portland, OR 97204  
 Employer Identification Number (EIN): 47-0680568  
**[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]**  
 City of Portland Business 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.

**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, wrongful 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. Consultant's indemnification and defense obligation shall be limited to the percentage of fault apportioned to the Consultant by a Court of Law, Arbitrator or by mutual agreement between the parties to this agreement.

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

#### **10. Ownership of Work Product**

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

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

#### **11. EEO Certification**

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

#### **12. Equal Benefits**

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

#### **13. Successors in Interest**

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

#### **14. Severability**

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

#### **15. Waiver**

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



**16. Errors**

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

**17. Governing Law/Venue**

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

**18. Amendments**

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

**19. Business Tax Registration**

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

**20. Prohibited Conduct**

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

**21. Payment to Vendors and Subconsultants**

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

**22. Access to Records**

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

**23. Audits**

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

**24. Electronic Signatures**

The City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**25. Merger Clause**

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

**26. Dispute Resolution/Work regardless of disputes**

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

**27. Progress Reports: ☒ Applicable / ☐ Not Applicable**

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

**28. Consultant's Personnel: ☒ Applicable / ☐ Not Applicable**

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.



**29. Subconsultants**

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

**32. Respectful Workplace Behavior**

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as contractors, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02 as further described at: <http://www.portlandonline.com/Auditor/Index.cfm?c=27929>.

---

## STATEMENT OF THE WORK AND PAYMENT SCHEDULE

**SCOPE OF WORK**

The previous Facilities Plan for the Columbia Boulevard Wastewater Treatment Plant (CBWTP) site was completed in 2010. This statement of work is to update the Facilities Plan to reflect the following:

- CBWTP Mutual Agreement and Order (MAO) with Oregon Department of Environmental Quality (DEQ) requirements to update the Facilities Plan for secondary capacity needs focusing on wet weather treatment capacity performance since the Chemically Enhanced Primary Treatment (CEPT) and Secondary Process Improvements projects were completed, including a No Feasible Alternatives Analysis (NFAA).
- Changes in wastewater flows and loads due to population changes, Inflow and Interception (I&I) reduction efforts, and the completion of the east side big pipe in 2011, which provides storage and conveys Combined Sewer Overflows (CSO) to the CBWTP.
- Changes in treatment plant operations specific to the wet weather treatment facility with chemically-enhanced primary treatment and the secondary process with improved wet weather operating modes.
- Changes to the secondary treatment capacity as a result of the completed secondary process improvement project.
- Present and anticipated future National Pollutant Discharge Elimination System (NPDES).
- Community and neighborhood concerns and values along with stakeholder input.

Because the Facility Plan update is being completed mid-cycle in response to the MAO, the Facility Plan will principally address the items related to the adequacy of existing secondary and wet weather treatment facilities

through the Year 2040 and describe the capital improvements necessary to meet wastewater treatment needs including new or modified facilities. In addition, the update will include the removal of the compost area facilities and identification of an alternative odor control method. The updated Facilities Plan will include a recommended arrangement for site development and cost estimates for planned facilities.

Consultant will provide services to update the 2010 CBWTP Facilities Plan including; flows and loads data analysis and projections; wastewater treatment performance data analysis and evaluation, alternatives development and analysis; master planning and permitting support; cost estimating; quality control; and public involvement support. All deliverables will be in electronic format unless otherwise noted.

## **TASK 1. Project Management**

Consultant will:

- Develop and actively manage a project schedule and budget using the negotiated Work Breakdown Structure (WBS).
- Meet with the City project team at a kickoff meeting to review and confirm project scope, schedule, and approach.
- Prepare and submit monthly invoices for progress payments and monthly subconsultant payment and utilization reports.
- Document and track project decisions and risks, and manage change commensurate with project risks.
- Meet twice monthly with the City project manager to review status of WBS activities and deliverables in progress, activities planned for the next three weeks, project risks, decisions, and pending/potential changes. Leads for activities in progress and activities planned for the next three weeks will participate in the meeting in person or via teleconference.
- Work within the City's document management software eBuilder (Heron).
- Develop and manage a Quality Assurance/Quality Control (QA/QC) plan for review of deliverables prior to the City's review, as well as to incorporate City comments.

### **Deliverables:**

- Project schedule using the WBS developed during contract negotiations.
- Project three-week look ahead schedule (every two weeks).
- A QA/QC plan specific to this project, including key review staff and procedures to manage quality and risks.
- Decisions, risks, issues and changes log updated every two weeks.
- Invoice, budget status report by WBS element, earned value report, and monthly subconsultant payment and utilization report by the 15th of each month.
- Kick-off meeting agenda and summary notes.

## **TASK 2. Regulatory Review and Analysis**

For TASK 2, Consultant will review current and future regulatory issues pertaining to river discharge issues. The objective is to understand and reflect in the plan how these issues may affect design criteria, alternatives development, and facilities requirements over the 25-year planning horizon. Regulatory topics to be reviewed include:

- CSO-related wet weather compliance requirements.
- New and revised water quality standards since the 2010 update.
- Treatment and Effluent Regulatory Drivers.

Consultant will:

- Compile and analyze information relevant to the project including previous facilities plans, design projects, MAO, NFAA, regulatory decisions, record drawings, documents, and effluent quality information. Review existing plant conditions and treatment performance conducted under TASK 3 to inform regulatory strategy.
- Regulatory benchmarking by review of other Northwest NDPES permits both in EPA Region 10 and across the nation with blending and wet weather performance requirements.

- Prepare a Draft Regulatory Approach Technical Memorandum detailing the regulatory and other internal planning level drivers applicable through the study period. Components of the technical memorandum along with the City's comments on the draft will be later incorporated into the Facilities Plan Update (TASK 8).
- Assist the City in addressing regulatory agency comments, questions, or concerns, by preparing talking points, briefs, or other supporting documents for the City's use.
- Prepare a Draft and Final NFAA in support of a bypass request if deemed appropriate.
- Consultant will participate in an NFAA comment review meeting to be held in person by Project Manager with technical team joining via phone.

**Assumptions:**

- The City will provide information on existing water quality, including aquatic life data and habitat assessments, water quality modeling, and effluent monitoring information.
- Consultant will use and build upon information and approach outlined in the "Regulatory Strategy to Support CBWTP Facilities Plan Update" (LimnoTech, 2015).
- The City will lead meetings with DEQ and/or U.S. Environmental Protection Agency.
- The City will prepare NPDES permit renewal.

**Deliverables:**

- Draft Regulatory Approach Technical Memorandum
- Electronic versions and up to five (5) hard copies of the Draft and Final NFAA
- Draft and Final briefing papers

### **TASK 3. Existing Facilities**

#### **Existing Liquid Process Summary**

Consultant shall provide a summary of the CEPT and Secondary Process Improvements (SPI) made since the 2010 CBWTP Facilities Plan. Consultant shall prepare a process description and unit process summary table. Consultant shall include asset conditions if provided by the City.

#### **Unit Process Performance Evaluation**

Consultant shall analyze plant data and monitoring results to assess performance and capacity of the current secondary and enhanced treatment facilities. Performance will be evaluated for the following plant components:

- Secondary process improvements:
  - Sludge volume index (SVI)
  - Secondary clarifier capacity
  - Aeration system capacity
  - Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS) removal
- CEPT (chemical use, impact on TSS and BOD removal)

Consultant shall prepare a Draft Existing Facilities Technical Memorandum summarizing the existing facility processes and performance. Components of the technical memorandum along with the City's comments on the draft will be later incorporated into the Facilities Plan Update (TASK 8).

Consultant shall prepare a data gap review and a draft recommended sampling and testing plan in tabular format. Consultant shall summarize recommended sampling parameters, locations, and frequency. After reviewing the existing information, Consultant will meet with City to discuss initial results and data collection recommendations.

**Assumptions:**

- Consultant will not conduct a condition assessment; information provided by the City will be included in analysis and documentation.
- Consultant will reference 2010 Facility Plan for all unit process information that has not changed since 2010.



- Updates to the CBWTP since 2010 (besides CEPT and SPI process updates) are not included in this scope of work.

**Deliverables:**

- Draft Existing Facilities Technical Memorandum
- Draft recommended sampling and testing plan

#### **TASK 4. Basis of Planning Update**

##### **Unit Process Design Parameters**

Consultant shall compile capacity governing unit process design parameters to be documented in the facilities plan and used as the basis for subsequent analysis pertaining to unit process and system capacity including:

- Influent pumping
- Dry weather headworks
- Dry weather primary clarifiers
- Secondary treatment
  - Aeration basins, including blowers and aeration system
  - Secondary clarifiers
  - Return activated sludge (RAS)/Waste activated sludge (WAS) pumping
- Disinfection: dry and wet weather injection points
- Effluent pumping and outfalls
- Wet weather preliminary treatment
- Wet weather facilities
  - Primary clarifiers
  - Chemically enhanced primary treatment, including chemical feed systems
- Solids Processing
  - Dry weather primary sludge pumping
  - Wet weather primary sludge pumping
  - WAS thickening and polymer feed systems
  - Digestion
  - Dewatering and polymer feed systems
  - Lagoon storage

##### **Levels of Service for Unit Processes**

Consultant shall assist in compiling and determining redundancy requirement for unit processes and systems for the Facilities Plan Update. Established levels of service and Bureau of Environmental (BES) capital improvement project (CIP) criteria will be incorporated into the requirement. The consequence and likelihood of not meeting the established level of service will be assessed and used as a basis for baseline conditions and alternative evaluation.

##### **Influent Wastewater Characterization**

Consultant shall estimate the influent wastewater composition, peaking factors, and diurnal curves based on the past three years of data. Consultant shall evaluate the following:

- Wastewater composition:
  - Dry weather average, maximum month, maximum week, maximum day
  - Wet weather average; maximum month, maximum week, maximum day
  - Wet weather peak flow characteristics (flow and composition)
- Load peaking factors and diurnal peaking factor curves for BOD and TSS:
  - Maximum month: average
  - Maximum week: average
  - Maximum day: average (dry and wet weather)

- Flow peaking factor and curves:
  - Average dry weather diurnal peaking factor curve for weekday and weekend
  - Maximum month dry weather peaking factor curve
  - Maximum month: average
  - Maximum week: average
  - Maximum day: average
  - Peak hour flow curve
- Establish average ratios for other wastewater components relative to BOD for dry and wet weather conditions:
  - TKN, NH<sub>4</sub>-N
  - TP, PO<sub>4</sub>-P
  - COD, sCOD
  - BOD, sBOD
  - Alkalinity (not tied to BOD)

### **Future Flows and Load**

Consultant shall establish the future design flows and loads in 5-year increments through 2040 (2020, 2025, 2030, 2035, and 2040) for flow, TSS, and BOD. The future flows projection shall consider the following:

- Population projections using the Metro 2040 Plan information
- Predicted I&I improvements
- Service area updates (e.g., zoning, annexations, industrial/commercial development) per the Citywide System Plan

### **Design Influent Characterization**

Based on the established influent characterizations, ratios, and future projections for flows and loads establish design influent characterizations through 2040. The following flow and load conditions shall be included for each design year:

- Dry weather: average, maximum month, maximum week and maximum day
- Wet weather average, maximum month, maximum week and maximum day

Consultant shall prepare a Draft Basis of Planning Technical Memorandum summarizing the unit process design parameters and requirements, and design flows and loads. Components of the technical memorandum along with the City's comments on the draft will be later incorporated into the Facilities Plan Update (TASK 8).

#### **Assumptions:**

- The City will provide Geospatial Information System based information (e.g., service area, land use) used in the Citywide System Plan, and additional updates as necessary for use in flow/load projections.
- The City will provide collection system master plan and biosolids information.
- Regulatory drivers will be developed in TASK 2 and incorporated by reference or summarized in the Draft Basis of Planning Technical Memorandum.
- Up to three alternatives will be evaluated for composter removal and odor control methods.

#### **Deliverables:**

- Draft Basis of Planning Technical Memorandum

### **TASK 5. Secondary Treatment Capacity Alternatives Evaluation**

Consultant shall develop and screen alternatives to address planning criteria using information generated in TASK 2 through TASK 4.

#### **Alternative Evaluation Process**

Consultant shall outline an alternative evaluation and decision making process for use during alternative evaluation and selection. The process will use a combination of monetary and non-monetary criteria. The evaluation process will include the basis for risk assessment, inclusion of asset management approaches, constructability reviews and cost estimating.

## Preliminary Alternative Screening

Consultant shall facilitate a workshop (TASK 9) to identify candidate alternatives to meet different potential future regulatory requirements and City requirements (e.g., operational needs, stakeholder acceptance, cost). Alternatives may include the following technologies or features:

- Conventional activated sludge
- BioMag
- Moving bed bioreactor (MBBR)
- Integrated fixed film activated sludge (IFAS)
- Membrane bioreactor
- Gravity based SVI control using hydrocyclones (IDEAL S-SELECT®)
- Clarifier expansion with optional Hydrograv Adapt technology
- Bio-Actiflo
- Aeration tank settling (ATS)
- Biological aerated Filter (BAF)
- Granular activated sludge (GAS)
- Lamella plate separators for improved clarifier performance

For each developed candidate technology, the workshop team will screen against pre-identified objectives to identify the preferred on-site alternatives to conduct a more detailed alternative evaluation. For screening purposes, once an alternative is found to not meet a specific minimum objective, the alternative will be dismissed. Activities include:

- Size major unit processes and prepare planning level opinions of costs (use Consultant's WaterCost program) and engineering judgment to identify order of magnitude relative capital costs.
- Estimate operation and maintenance (O&M) cost: labor energy, chemical, materials for process options.
- Evaluation of non-monetary considerations such as risk to levels of service, impact on solids treatment, regulatory acceptance/risk, operational complexity, social impacts/benefits, and constructability. Some of these considerations may be monetized as part of the evaluation, although not to the extent it would be through an SROI analysis (TASK 10.1)

Consultant shall compile and prepare summary of screening results and recommended alternatives. Information will be compiled into the Facilities Plan Update (TASK 8)

## Detailed Alternative Evaluation

Evaluate up to three on-site alternatives (e.g., main plant location) identified after the initial screening, the west side expansion, and no-action alternative. The detailed alternative evaluation will include:

- Planning level unit process sizing
- Constructability issues and concerns
- Effluent water quality simulation when applicable
- Facility layout on site map
- Estimated costs of capital facilities(Class 5 based on AACE)
- Establish unit costs for chemicals, energy, labor, materials
- Establish design life, discount rates, and evaluation period
- Risk based evaluation of non-monetary criteria, monetized where appropriate
- Impacts of on-site facilities to other buildings and infrastructure

Monetary (in net present value) and non-monetary criteria will be evaluated in a cost benefit, risk-based assessment.

### Assumptions:

- Up to 12 alternatives will be identified for initial screening
- Up to 4 on-site alternatives will be developed for detailed evaluation
- Engineering solutions will focus on the liquid process; solids and resource recovery will be addressed as needed due to changed liquid processes
- Non-monetary instream ecological benefits of the alternatives will be discussed



**Deliverables:**

- Draft Alternative Evaluation Process Summary Technical Memorandum
- Summary results of alternative screening
- Alternative Evaluation Summary Technical Memorandum

**TASK 6. Master Plan Update**

A master plan (Conditional Use Approval) will be required to implement recommended facility improvements. A master plan is being prepared under the CBWTP Biogas Utilization Project (Contract #30003128). Contractor will supplement the work for the Biogas project master plan update to account for work items unique to the Facilities Plan Update. Under this task Consultant shall:

- Participate in three workshops and provide guidance to design team on land use considerations and constraints (under TASK 9).
- Incorporate Facility Plan components into the Draft Master Plan Application for internal City review.
- No additional technical analysis (e.g., no landscaping, no environmental, no odor control) will be needed for the Master Plan.

**Deliverables**

- Supplemental materials and information packet to inform the Biogas Mater Plan update.

**TASK 7. Public Involvement**

Consultant will support the City public involvement lead including:

- Prepare public involvement plan and basic materials for public outreach.
- Respond to responses to public inquiries during the planning process.
- Develop presentation materials for Citizens Advisory Committee (CAC) meeting updates.
- Assist the City with one open house, coordinated with a CAC meeting date.
- Prepare text and graphics for use on a project website to be maintained by the City.

**Assumptions:**

- City will assign a public involvement staff member to coordinate public involvement opportunities and communications with the public as needed and appropriate to support the project.
- City will be responsible for printing and distribution of all hard copy public involvement outreach materials.
- Consultant attendance and participation in CAC meetings in this scope is limited to assisting with one open house coordinated with a CAC meeting.

**Deliverables:**

- Electronic submittal of public involvement plan, project outreach materials, which may include flyers, newsletters, text and graphics or presentation materials.

**TASK 8. Facilities Plan Update**

Consultant shall prepare draft and final documents that describe the Facilities Plan Update. The plan update is focused on the liquid stream and capacity updates to provide additional wet weather secondary treatment. Consultant shall use information and materials from the 2010 plan where applicable.

**Draft Facilities Plan Report**

The draft report will be primarily compiled from the technical memoranda developed under earlier tasks (TASK 2 through TASK 5). Public involvement summary, with CAC meeting materials and other public involvement documents developed under TASK 7 will be included in an appendix, along with the Master Plan Update packet. Consultant will meet with the City to discuss questions and comments regarding each draft submittal and make the necessary modifications to finalize each chapter of the Facilities Plan.

Supplemental Facilities Plan Update chapters (e.g., summary) not before addressed via technical memoranda will be drafted in this task.

Consultant will prepare a plan for implementation of the recommended alternative. This plan will include a description of the recommended projects and their priorities. A CIP schedule table or spreadsheet will be developed that includes prioritization and capital costs of recommended improvements. The CIP table will identify and be organized according to the basis of need (e.g., regulatory/permit required, capacity related, reliability related). The implementation schedule and CIP will be discussed and confirmed at the workshop.

### **Final Facilities Plan Report**

Consultant shall revise the draft report based on comments received from the City and DEQ. Consultant shall prepare a comment response table outlining the comments, responses to comments and document changes that result from the comment. Comments and responses shall be reviewed at a workshop (TASK 9). Consultant shall prepare Final Facility Plan Update report. Consultant will meet with City to review comments on Facility Plan.

#### **Assumptions:**

- Existing Facility Plan will be used to the extent practicable.
- City will provide native (editable) documents for text and graphics.
- Facility Plan comment review meeting will be held in person by Consultant's project manager with technical team joining via phone.

#### **Deliverables:**

- Electronic submittal of preliminary Draft Facilities Plan Update
- The City comment and response log on Draft Facilities Plan Update
- Up to five (5) hard copies of the Draft Facilities Plan Update

### **TASK 9. Workshops**

Consultant shall prepare for, attend, facilitate and prepare summaries for a series of workshops. Six, half-day workshops are anticipated to cover a series of topics. An action/decision log will be reviewed at the end of each workshop. Anticipated workshops and topics are listed below:

- Workshop 1: Discuss drivers for the City (e.g., objectives, opportunities and constraints); review preliminary data findings and data gap analysis; regulatory strategy review; alternative evaluation framework and alternative brainstorming.
- Workshop 2: Select flows and load projections; review initial screening results; present alternatives for detailed review and refine as needed; regulatory strategy review.
- Workshop 3: Present results of detailed alternative evaluation; identify preliminary selected alternative; review regulatory strategy and permit review; review NFAA outline and approach.
- Workshop 4: Refined selected alternative and confirmation; finalize understanding of scope and scale of potential improvements, and formulate justifications for Draft NFAA.
- Workshop 5: Up to one (1) additional workshop may be held if needed. Topics and attendees will be determined in consultation with City staff.

#### **Assumptions:**

- Workshops are four hours in length
- Up to six Consultant staff will attend each workshop

#### **Deliverables:**

- Detailed workshop agendas and goals will be provided ten days in advance of the workshop
- Presentation materials and handouts will be provided three days in advance of workshops
- Workshop action/decision logs will be reviewed at the end of each workshop
- Workshop summaries will be provided one week after workshop

## **TASK 10. Contingency Scope Items**

The following activities are not a part of the scope of work for this project but may be negotiated upon the request of the City:

- Sustainable Return on Investment (SROI)
- Computational fluid dynamic (CFD) evaluation of the existing effluent mix box.
- Traffic Analysis

### **Task 10.1 Sustainable Return on Investment (contingency)**

Sustainable Return on Investment (SROI) would be used to compare the no-action alternative, west side alternative and preferred alternative. The concepts will be compared through conceptual baseline direct capital and O&M cost comparison, with additional monetized incorporation of non-cash benefits and externalities into the decision making process. The results provide a range of possible outcomes and their likelihood of occurrence using advanced risk analysis techniques, which could be used to support the NFAA report preparation. Consultant shall:

- Gather information to use in the SROI analysis using information generated as part of TASK 5 and input parameters generated for similar SROI analyses (e.g., biogas project).
- Identify the three alternatives and summarize the SROI input including project capital cost estimates, O&M estimates, and non-monetary benefits.
- Produce structure and logic diagrams outlining the benefits and costs related to the sustainable features/alternatives identified.
- Consultant will create, populate and vet the SROI model with detailed inputs sourced from project team members, as well as existing external sources.
- Facilitate criteria development that will be integrated into the SROI model which will be similar to that in the risk based decision making. This will be included in an existing workshop in TASK 9.

Facilitate and attend up to two workshops to evaluate and select alternative specific to SROI. The anticipated workshops and topics are listed below:

- SROI Workshop 1: Risk Analysis Process - Consultant will facilitate a four-hour interactive Risk Analysis Process (RAP) session whereby key stakeholders are brought together to develop and reach consensus on the inputs and calculations used in the various models. Attendees may include City staff, project team members, HDR staff, and industry experts.
- SROI Workshop 2: Presentation of Results -A four-hour workshop to review the alternatives developed under TASK 5, the criteria developed, and the results from the SROI analysis. Comments on the results of the analysis will be provided for incorporation into the final report.

Consultant will prepare an Alternatives Evaluation and Selection Technical Memorandum to document the alternatives evaluation process. Descriptions of the alternatives, the selection criteria, the SROI model, SROI results, and final selection will be included in the report. Workshop notes will be attached as an appendix to document the selection process.

#### **Assumptions:**

- Cost estimates prepared in TASK 5 will be used in the SROI.
- Consultant technical experts will participate in SROI Workshop 2 by phone.
- Workshop materials will be provided to City electronically prior to workshops.

#### **Deliverables:**

- Agendas, handouts, meeting notes with action items and decision points. Meeting notes will be provided for City staff review and included in the Final Alternatives Evaluation Report.
- Draft Alternatives Evaluation Report.
- Final Alternatives Evaluation Report with comments incorporated and recommendation for supporting NFAA report, if applicable.



### **Task 10.2 Effluent Hydraulics (contingency)**

Perform CFD modeling on the existing dechlorination mix box. Develop a two-dimensional CFD model describing the physical attributes of the mix box and its influent and effluent structures. Typical flow rates including average dry weather and maximum wet weather flow will be used as input into the model to investigate performance of the existing dechlorination mix box. Evaluate a maximum of three different structural modifications to the mix box. Use the model to investigate the performance of the modified mix box under different hydraulic loading conditions to estimate mixing performance.

#### **Assumptions:**

- The City will provide operational and technical data for the existing dechlorination mix box, effluent pumps, siphon structures and outfalls.
- The City will provide record drawings in AutoCAD format for the dechlorination mix box, effluent pumps, siphon structures and outfalls.

#### **Deliverables:**

- CFD Modeling Analysis Technical Memorandum

### **Task 10.3 Traffic Analysis (contingency)**

A minor traffic analysis likely will be required as part of the Master Plan Update. In support of the Master Plan Update, Consultant shall:

- Review transportation elements of 2004 CBWTP Master Plan, Pre-Application Conference Summary, draft CBWTP 2011 Master Plan, Bureau of Planning and Sustainability staff report, hearings officer's decision. Strategize response with project team.
- Assess changes in traffic/transportation conditions in site vicinity such as accident history, site-generated traffic, parking demand, or other factors.
- Attend a meeting with the City and Portland Bureau of Transportation (PBOT) as needed to discuss traffic/transportation issues.
- Prepare a technical memorandum with supporting figures, updating the traffic/transportation analysis in the 2004 CBWTP Master Plan Update.
- Attend Type III land use hearing for CBWTP 2011 Master Plan application, and participate as needed.

#### **Assumptions:**

- Transportation analysis will be limited to available data provided by the City and PBOT. No new traffic counts, surveys or detailed intersection operations analysis will be conducted. This scope does not include preparation of a formal transportation impact study to address the railroad grade crossing access issue.

#### **Deliverables:**

- Technical memorandum with supporting figures, updating the traffic/transportation analysis in the 2004 CBWTP Master Plan Update

### **WORK PERFORMED BY THE CITY**

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

- Provide input on regulatory agency feedback or comments to date, and past efforts leading to the MAO.
- Provide information on the City's current asset management strategies and criteria, along with established levels of service.
- Support Consultant in soliciting and managing input and review by CBWTP engineering, O&M staff, and CSO program staff.

- Provide electronic copies of available record drawings, plant discharge monitoring reports, flow modeling data (current and future), and other available documents and records requested by Consultant.
- Printing and distribution of deliverables to City reviewers. Compilation, coordination, and vetting of the City's review comments.
- Survey Services: the City will provide property boundary surveys and establish benchmarks and survey control monuments, legal descriptions, and other exhibits required for property and easements acquisition.
- Routine sampling of plant streams and materials as requested by Consultant. The City will not perform specialty sampling or testing services.
- Public involvement activities including development of information and text for project web pages, advertisements and notices, and project informational materials,
- The City will provide detailed background information describing the existing water quality including aquatic life data and habitat assessments, water quality modeling, and monitoring and assessment information.
- The City will provide service area mapping boundaries, land use, and proposed I&I improvements in a geographical information system (GIS) compatible format.
- Other City duties as outlined in the Scope of Work by Task.
- City will provide one consolidated set of review comments for each deliverable.

### SCHEDULE OF WORK

Consultant will submit final deliverables to the City on or before December 1, 2016. The project key milestones are below. The driver for the schedule is the development of the regulatory compliance strategy and requirements to meet a December 2016 Facility Plan Update submittal. The schedule will be revised as the project and regulatory strategy unfolds.

Key Project Milestones	Schedule
Kickoff Meeting	October 28, 2015
Workshop #1	November 5, 2015
Workshop #2	December 9, 2015
Workshop #3	February 21, 2016
Workshop #4	April 15, 2016
Draft Facility Plan and NFAA	June 30, 2016
Comment Review	July 22, 2016
Final Facility Plan	September 30, 2016
Final Master Plan	October 31, 2016

### CONSULTANT'S PERSONNEL

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

Key Project Personnel	
Jeremy Holland, Principal	Amy Dammarell, PE, Project Manager
Mario Benisch, PE, Facility Analysis	Dave Clark, PE, Lead Regulatory
JB Neethling, Facility Analysis	Tom Dupuis, PE, Regulatory, QC
Kristi Nelson, Pump Station Lead	Karen Bill, Project Engineer
Carter Strickland, PE, QC/Advisor	Jeff Eger, PE, QC/Advisor

## SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	AMOUNT (Tasks 1 – 9)	AMOUNT (w/ Task 10)
*JLA Public Involvement	Public Involvement	\$19,803	\$19,803
*Akana	Wastewater EIT	\$55,620	\$55,620
*Harigu Nemariam Engineering	Traffic Analysis	0	\$15,364
*SES Engineering	Feasibility, constructability, and workshop support	\$17,520	\$18,480
*EPC Consultants	Cost Estimating	\$48,000	\$48,000
Barney and Worth	Master Plan	\$13,130	\$13,130
<b>Total Subcontracting:</b>		<b>\$154,073</b>	<b>\$170,397</b>

\*M/W/ESB certified firm.

The subconsultant amounts shown above include \$140,943 in the Base Budget (Tasks 1 – 9) for subcontracting to M/W/ESB certified firms, representing M/W/ESB participation of 28%. With contingency tasks added (Task 10), the amount subcontracted to M/W/ESB certified firms is \$157,267, representing M/W/ESB participation of 27%.

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.

## COMPENSATION

The maximum that the Consultant can be paid on this contract is \$576,200 (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 task breakdown of the “not to exceed” amount is shown in the table below. Consultant may not reallocate compensation between tasks without the written approval of the City. The necessity for Contingency Tasks will be determined by the City. No work or charges may proceed on Contingency Tasks without written authorization of the City’s Project Manager.

Task No.	Description	Task Amount not to Exceed
<b>Base Budget</b>		
1	Project Management	\$50,272
2	Regulatory Review and Analysis	\$59,232
3	Existing Facilities	\$22,915
4	Basis of Planning Update	\$34,287
5	Secondary Treatment Capacity Alternatives Development	\$134,764
6	Master Plan Update	\$11,294
7	Public Involvement	\$20,049
8	Facilities Plan Update	\$76,831
9	Workshops	\$89,980
<i>Base Budget Subtotal (without Contingency Tasks):</i>		<i>\$499,624</i>
<b>Contingency Tasks</b>		
10	10.1 Sustainable Return on Investment	\$40,397
	10.2 Effluent Hydraulics	\$20,047
	10.3 Traffic Analysis	\$16,132
<i>Contingency Tasks:</i>		<i>\$76,576</i>
<b>Total Not-To-Exceed Amount:</b>		<b>\$576,200</b>

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.

#### Hourly Rates

The billing rates with multipliers shown shall not exceed those set forth below:

Position Classification	Hourly Billing Rate
<b>HDR ENGINEERING</b>	
Principal	\$226
Quality Control/Regulatory	\$239
Senior Project Manager	\$263
Regulatory Lead	\$350
Facility Lead	\$344
Facility Analysis	\$170
Project Engineer	\$117
Asset Management	\$176
CFD Modeling QC	\$299
CFD Lead Modeler	\$123
CAD	\$150
Graphic/Figure Support	\$91
Senior Economist	\$242
Economist IV	\$162
Economist III	\$128
Project Assistant	\$102
Project Controller	\$103
<b>JLA PUBLIC INVOLVEMENT</b>	
Public Involvement Sp. 6	\$138
Public Involvement Sp. 4	\$120
Public Involvement Sp. 2	\$90
Admin 3	\$75
<b>BARNEY AND WORTH</b>	
Principal	\$221
Senior Associate	\$192
Research Associate	\$132
<b>AKANA</b>	
EIT	\$92
Administration	\$82
<b>HAREGU NEMARIAM ENGINEERING</b>	
Principal Engineer	\$167
Senior Engineer	\$148
Traffic Engineer	\$106
Editor	\$67
<b>SES ENGINEERING</b>	
Steve Simonson	\$122
<b>EPC CONSULTANTS</b>	
Cost Estimator	\$200

The hourly billing rates include a multiplier applied to salaries. This multiplier shall not exceed 3.1 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 a 100-mile radius of Consultant's project office), information technology (including computer time and CAD services and other related highly specialized equipment), all other direct costs not identified as reimbursable, other indirect costs and profit.



**Standard Reimbursable Costs**

The following costs will be reimbursed without mark-up.

- **Out-of-Town Travel.** Travel (transportation, lodging and per diem) of Consultant and/or experts when specified in the contract or requested by BES, directly attributed to specific project tasks and when to a location outside a 100mile radius of Consultant's project office. Travel will be preapproved by the City's Project Manager and travel costs will be reimbursed in accordance with the City's Travel Expense Guidelines.
- **Photocopying/Reproduction Costs.** Copying and reproduction of documents that cannot be handled by Consultant in-house and are sent to an outside vendor.

**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%.

**Adjustment of Labor Rates**

Hourly rates will not be increased throughout the term of the contract.

**Progress Payments**

On or before the 15<sup>th</sup> 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, 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.

Consultant Signature: A. Dammarell Date: 10/5/15 Entity: HDR Engineering, 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.

**HDR ENGINEERING, INC.**

BY: \_\_\_\_\_

*A Dammarell*

Date: \_\_\_\_\_

*10/5/15*

Name: \_\_\_\_\_

*Amy Dammarell*

Title: \_\_\_\_\_

*Vice President*

CONTRACT NUMBER: \_\_\_\_\_

CONTRACT TITLE: CBWTP Facilities Plan Update**CITY OF PORTLAND SIGNATURES:**By: n/a  
Bureau Director

Date: \_\_\_\_\_

By: n/a  
Chief Procurement Officer

Date: \_\_\_\_\_


By: \_\_\_\_\_  
Elected Official

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
Office of City Auditor

Date: \_\_\_\_\_

Approved as to Form: **APPROVED AS TO FORM**By:   
Office of City Attorney **CITY ATTORNEY**Date: 10/6/15