

EXHIBIT A

CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICESCONTRACT NUMBER 30004921TITLE OF WORK PROJECT
Sandy River Engineered Log Jams

This contract is between the City of Portland ("City," or "Bureau") and Wolf Water Resources, Inc., hereafter called Consultant. The City's Project Manager for this contract is Burke Strobel.

Effective Date and Duration

This contract shall become effective on February 15, 2016. This contract shall expire, unless otherwise terminated or extended, on December 31, 2018.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$459,445 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): Wolf Water Resources, Inc.

Address: 1001 SE Water Ave., Suite 180, Portland, OR 97214

Employer Identification Number (EIN): 47-2519585

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

City of Portland Business Tax Registration Number: 767458

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 shall 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 shall 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. In connection with its activities under this Contract, the 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.

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 consultant's protection (required if any work shall 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) shall 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 shall 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 shall 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 shall 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 by contacting the PTE Contract Compliance Specialist.

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 shall participate in evaluation or management of the contract; or iii) has or shall 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 the 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 consultants, 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.

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

BACKGROUND

The City of Portland (City) Water Bureau (PWB) is committed to improving fish habitat in the Sandy River and a small stream in Dabney State Park, which are both streams within the Sandy River Basin in Multnomah County, Oregon.

The Consultant shall provide designs and construction management services to improve fish habitat in the two (2) streams. Objectives of the habitat improvements shall be to restore flow to over 2,500 feet of side-channels and place a total of 610 pieces of large wood in the Oxbow Park area of the Sandy River and its side-channels, and to place 30 pieces of large wood and create 8,200 square feet of off-channel habitat in the stream at Dabney Park. The construction work for the Sandy River and Dabney Park stream fish habitat improvements is currently planned for the summer of 2017 and shall be completed under a separate Contract. If there is a delay in obtaining landowner agreements and/or permits, the City shall implement the Dabney Park portion of the construction in 2018.

Each of the following exhibits is by this reference hereby incorporated into this Contract: Exhibit A1, Budget Detail; Exhibit B – Figure 1, Project area activity locations; and, Exhibit C- PWB Survey Standards.

SCOPE OF WORK

The Consultant shall work closely with the PWB Project Manager to create final engineering designs for Projects supported through this Contract and to provide construction management services to achieve the City's habitat improvement objectives in the Sandy River and Dabney Park stream. The City's habitat improvement objectives for the following locations are identified below. The Consultant is required to perform the following work:

SANDY RIVER AT OXBOW PARK

- Activate surface flow to 2,500 feet of a side-channel, as identified in Exhibit B – Figure 1, at a mainstem Sandy River discharge of 800 cfs, as measured at USGS Gaging Station 14142500. Side-channel activation may include the excavation and removal of sediment at the side-channel's upstream and downstream ends. Designs for activating surface flow to the side-channel shall not allow for channel avulsion or lead to major erosion of the side-channel's banks.
- Place at least 610 key pieces of large wood in the Sandy River active channel and its side-channel. All wood pieces shall be retained at Sandy River discharges up to the 100-year flood for the site. Key large wood pieces are considered to be at least 40 feet long and 18 inches diameter at the large end without a rootwad, or at least 30 feet long and 18 inches diameter at the approximate diameter-at-breast-height (dbh) position with a rootwad. Wood placements may also be needed to keep the ends of the side channel open and operating at the design flows. A single mainstem Engineered Log Jam (ELJ) design shall be developed that shall be suitable for all locations that require an in-channel ELJ in the mainstem of the Sandy River.

DABNEY PARK STREAM

- Place at least 30 key pieces of large wood in the active channel of the Dabney Park stream. All wood pieces shall be retained at Sandy River discharges up to the 100-year flood for the site. Key large wood pieces are considered to be at least 40 feet long and 18 inches diameter at the large end without a rootwad, or at least 30 feet long and 18 inches diameter at the approximate dbh position with a rootwad. At least 25 pieces shall have rootwads. The Consultant shall also consider the impacts of the small landslide at the project site when developing designs that meet the habitat objectives.
- Modify the stream at its upstream end in the park to consolidate flow into one existing channel flowing to the west, while blocking flow to a second existing channel flowing to the south. The modification shall divert 100 percent of the stream's flow at all stream discharges up to a 100-year flood for the stream.
- Create at least 8,200 square feet of Sandy River off-channel habitat. This equates to increasing the width of the Dabney stream an average of 2.8 feet at summer flows.

The Consultant's designs shall include the creation of engineered large wood structures in the active channel of the Sandy River, placement of individual large wood pieces, and excavation. The Consultant shall design the large wood structures so as to not include anchoring using cables, chains or other methods not allowed under the SLOPES V permitting programmatic biological opinion if possible. Pinning using all-thread, nuts, and washers is acceptable. The balance of large wood pieces not required for engineered large wood structures shall be placed in the active channel of the activated side-channel. Their placement shall also be designed to withstand a 100-year flood.

The PWB anticipates that construction at both sites may involve both helicopter placement of large wood and excavation for log placement using ground-based heavy machinery. The Consultant's final design, specifications, and bid sheets shall be used by the PWB to solicit bids for the construction/and helicopter services under a separate Contract.

THE CONSULTANT SHALL PERFORM THE FOLLOWING SERVICES IN SUPPORT OF THE TASKS AS DESCRIBED BELOW IN TASK 1 THROUGH TASK 4:

- Meet with PWB Project Manager and/or designated PWB staff to review and document project objectives and requirements.
- Conduct site visits with the PWB Project Manager at Dabney Park and at the Oxbow Park site as needed to discuss initial design concepts.
- Review all field data provided by the PWB Project Manager or designated staff or obtained from other public agencies to create project drawings and specifications. The Consultant shall also confer with the PWB Project Manager at the earliest conceptual stage of design creation.
- Create designs for any planned large wood structures or placements at both sites, to be provided to the PWB Project Manager at 30%, 60%, 90%, and final design stages for review by the City.
- Provide data collection, project planning and coordination, and data analysis to the PWB Project Manager.
- Review reduced and summarized field information including but not limited to site observations, photography, written notes, GPS coordinates, and channel measurements.
- Provision of hydrologic analysis of the Sandy River at the project sites to determine discharge estimates for flood recurrence intervals at the sites. The Sandy River hydrologic analysis at the Oxbow site shall be created by the Consultant under a separate Contract. The Consultant shall provide the analysis to the PWB Project Manager for reference. The Consultant shall perform a hydrologic analysis to determine discharge estimates for flood recurrence intervals for the Dabney Park stream.

- Provision of and analysis using a hydraulic model created for the Sandy River and applicable to the Oxbow Park site. The Consultant shall create the hydraulic model under a separate Contract. The Consultant shall use that hydraulic model to analyze designs created within the scope of this Contract.
- Creation of and analysis using a hydraulic model for the Sandy River at the Dabney Park site and for the Dabney Park stream. The City anticipates that stability of large wood pieces placed in the stream channel shall be dominated by Sandy River flood flows, whereas stability of water diversion modifications at the stream's upstream end in the park shall be most influenced by stream flood flows.
- Complete stability evaluations for large wood structure and water diversion geometries relative to flood recurrence intervals identified in the hydrologic analyses and existing project site constraints.
- Complete the drawings and specifications for bid packets for the construction work in both streams. Construction shall be completed under a separate Contract.
- Have final drawings and specifications stamped by a Professional Engineer.
- Provide permitting and Construction Management support to the PWB as described below.
- Provide construction oversight as described below.

THE CONSULTANT SHALL PERFORM THE SPECIFIC TASKS LISTED BELOW FOR THIS PROJECT:

Task 1 - Project Coordination and Site Reconnaissance

1.1 Project Coordination

The Consultant shall meet with PWB Project Manager or designated staff to review and document project objectives and requirements. The Consultant shall coordinate with the PWB Project Manager to clearly review goals/objectives that shall guide the direction and planning for the project design.

1.2 Project Site Reconnaissance and Inventory

The Consultant shall coordinate with the PWB Project Manager and designated staff to conduct one (1) field visit to the Oxbow and Dabney Park sites to consider conceptual design options. Base maps shall be used by the Consultant in the field to document specific locations and types of proposed restoration actions. PWB shall participate in the initial site visits to the two (2) project locations. The Consultant shall provide PWB a Site Visit Summary in electronic format via email for both sites, prior to initiating work on the 30% drawing sets.

Task 2 - Data Analysis

2.1 Field Data Reduction

The Consultant shall review field data collected by the PWB Project Manager or designated staff, or information collected by the Consultant under a separate Contract, and use for final designs and specifications. Field data collection shall include topographic survey and geotechnical analysis for the Dabney Park site unless previous surveys can be obtained and are still relevant. No cross-sections of the Sandy River shall be required. Existing LiDAR (including green LiDAR) shall be considered sufficient for hydraulic modeling of the Sandy at the Dabney site. Consultant's surveys shall comply with the PWB's Survey standards attached as Exhibit C, attached to this Contract. Surveys including the survey control, data collection, and mapping shall conform to the applicable National Society of Professional Surveyors (NSPS) Model Standards, Sections A through H, as approved March 12, 2002. A link to these standards can be found at:

<http://www.nsps.us.com/index.cfm?fuseaction=Page.viewPage&pageId=673&parentID=525&nodeID=2>

2.2 Project Hydrologic Analysis

Review pre-existing hydrologic analysis for the Sandy River at the Oxbow site. The Consultant shall create a hydrologic analysis for the Dabney Park stream. The hydrologic analyses shall at a minimum identify discharge for both streams in a 100-year flood (at an annual peak discharge with a 1% recurrence probability in a given year) and at bankfull flows (at an annual peak discharge with an approximate 50% recurrence probability in a given year).

2.3 Project Hydraulic Analysis

Review and utilize pre-existing hydraulic model for the Oxbow Park area site. Create hydraulic model for the Sandy River at Dabney Park and the Dabney stream. Perform hydraulic analysis for the fish habitat restoration measures at the Oxbow Park and Dabney Park sites. The Consultant shall determine water surface elevations, velocities, scour depths and other variables at key discharges necessary to adequately evaluate the stability of habitat improvements at the Oxbow and Dabney sites.

Hydraulic analysis at the Oxbow site shall be conducted using an existing 2D model. The Consultant shall develop two (2) HEC-RAS 1-D steady state models for the Dabney site, one (1) for the tributary channel and the other for the Sandy River adjacent to Dabney Park.

The existing conditions models shall only be required to be run once. Additional model runs incorporating calibration data collected after the initial model run shall not be required of the Consultant by the PWB. The proposed conditions model shall only be required to be run twice to develop a draft and final of proposed hydraulic conditions. All hydraulic model runs for the Oxbow site shall analyze three (3) flows, the target flow for side-channel activation, approximate bankfull flows (two-year-recurrence peak flow), and 100-year peak flow.

2.4 Project Stability Analysis

The Consultant shall conduct stability evaluations for each planned structure or placement to evaluate large wood structure/placement and water diversion geometries relative to the flood recurrence intervals and existing project site constraints. All structures, placements, and water diversions shall be deemed stable in a 100-year flood with a safety factor of 2. Stability analyses shall be performed utilizing the 2015 Bureau of Reclamation guidelines. The Dabney Park wood structures shall be designed to withstand flood inundation from the Sandy River in addition to hydraulic forces from the tributary flows in a 100 year event.

2.5 Reporting

The Consultant shall provide the PWB Project Manager with documentation of its hydrologic, hydraulic, and stability analyses for both sites in a Technical Memorandum. The Technical Memorandum shall summarize the type and basic structure of the analysis used for each stage, give the values for key variables derived from each analysis necessary for the subsequent analysis (e.g., discharges with key recurrence intervals, water surface elevations, velocities, and scour depths at each structure location, etc.), describe the relevant dimensions of each structure, placement, or water diversion assumed in the stability analysis which actual construction must adhere to in order to be stable, and include any figures or maps necessary to clarify the data summarized and the geographic locations to which the data apply. The Consultant's Technical Memorandum shall inform the PWB Project Manager if the designs can be created with natural materials, or if artificial materials (for example, dolosse blocks) are needed. The Technical Memorandum shall be sealed by an Engineer with current registration in the State of Oregon. The Consultant shall submit the Technical Memorandum to the PWB Project Manager for review. The Consultant shall make edit corrections to the draft Technical Memorandum and submit a final Technical Memorandum to the PWB Project Manager.

Task 3 - Project Designs and Permitting Support

3.1 Project Designs

- A. The Consultant shall prepare the design to incorporate wood pieces already acquired and stockpiled by PWB.
- B. The Consultant shall prepare two (2) sets of project drawings and specifications: One (1) for the Oxbow Park Sandy River site and one (1) for the Dabney Park site, for each design phase (30%, 60%, 90% and final designs), to facilitate construction and permitting requirements. Drawing sets for the two (2) sites shall be drafted independently so that they can be implemented in separate years, should it become necessary to do so. The two (2) drawing sets shall be combined to solicit construction bids if work at both sites is implemented as planned. Drawings shall include overall site locations, site plans, profiles, cross sections, details and quantities as appropriate to convey the project designer's intent and clearly illustrate and describe the project elements for construction. Drawing content shall also reflect all required regulatory conditions needed to facilitate permitting. Final plans and specifications shall be sealed by an Engineer with current registration in the State of Oregon. Engineered log structures must meet stability criteria set forth by the PWB, including being able to withstand a 100-year flood event with a safety factor of 2 and minimize the erosion of adjacent banks.
- C. Project drawings shall use PWB's standard drawing border.
- D. Two (2) preliminary concept designs shall be developed for mainstem ELJs; a pile-supported design and a self-settling design. In the initial meeting with PWB the Consultant shall review the two concepts, pros and cons of each, and any critical site considerations identified in the site reconnaissance as described in the above Task 1.2 and a preferred design shall be selected. The Consultant shall use the preferred design as the basis for development of detailed designs outlined in this scope.
- D. Drawing sets and specifications shall be created at the 30%, 60% revision, 90% final review, and final stamped, ready for the construction phases. The 30% drawing set shall be considered the conceptual designs for the projects and should make clear whether all structures, placements, and diversions can be constructed entirely with natural materials or if artificial anchoring or ballast shall be necessary. The 60% drawings shall incorporate PWB comments from the 30% designs. The 90% drawing set shall incorporate PWB comments from the review of the 60% drawings and shall be adequate for permitting purposes. Any remaining PWB comments on the 90% drawing set shall be incorporated by the Consultant to produce the final designs, which shall be stamped by the Consultant's Engineer of Record.

- E. The Consultant shall meet with the PWB Project Manager or designated staff to incorporate any additional concepts, requirements, or agency-specific specifications into the final project designs and specifications. The Consultant shall estimate construction costs for all project components designed within the scope of this contract. The Consultant shall provide separate cost estimates for the Oxbow site construction and for the Dabney site construction at each design phase. The Consultant's estimates for construction costs shall be reviewed by the PWB Project Manager. As part of the final design packet for the Oxbow and Dabney sites, the Consultant shall develop and provide to PWB bid sheets that can be used to solicit construction cost estimates. The bid sheet shall be in the City of Portland's standard format. PWB shall provide a blank bid sheet for the Consultant's use. The bid sheet information shall be summarized and be submitted to PWB in a Technical Memorandum, including a description of the assumptions used in generating the cost estimates.

3.2 Permitting Support

PWB shall manage the permitting process and prepare permit applications. The Consultant shall provide 90% design drawings for completing required permit applications and addressing any comments or conditions arising from regulatory review affecting the project design. Project designs shall adhere to and reflect terms and conditions required by regulatory agencies. The designs, drawings and specification shall be prepared to meet expedited permitting conditions including the notification-based process by Oregon Department of State Lands (DSL), regional general permit conditions outlined by the United States Army Corps of Engineers (USACE), Multnomah County land use and erosion control, Oregon Parks and Recreation State Scenic Waterway, Bureau of Land Management Federal Scenic Waterway processes, and programmatic biological opinions as prescribed by National Oceanic and Atmospheric Administration (NOAA). Project designs shall be developed in a manner that they meet SLOPES V and ARBO II. The Consultant shall meet with the PWB Project Manager and/or designated staff, and the regulatory agencies, if needed, to support the permitting project. The use of dolosse is not typically covered under SLOPES V. If it should become necessary to incorporate dolosse, or other anchoring system not covered by SLOPES V into ELJ designs to achieve the design criteria, PWB shall be responsible for any additional permitting tasks and negotiations associated with designs using dolosse or other anchoring system, outside of the level of effort expected when permitting SLOPES V-compliant designs.

A floodplain "no-rise" certification is required for the structures that shall be installed within the Sandy River channel and floodplain. The Consultant shall provide guidance and review on the required Multnomah County floodplain "no-rise" certification to the PWB Project Manager. The Consultant shall review the Hydraulic Analysis for no-rise compliance and provide guidance on the certification application. The Consultant shall provide the required Rise Analysis Report, consisting of a one (1) to two (2) page memorandum excluding any attached figures. The document shall be sealed by the Consultant's Engineer of Record.

The Consultant shall conduct Natural Resource Assessments for both the Oxbow and Dabney sites for Multnomah County Land Use Permitting.

Task 4 - Construction Management Services

4.1 Project Site Layout and Construction Oversight

The Consultant shall complete the project site survey layouts and staking and provide construction oversight for each site. The site survey layouts and construction of the Oxbow Park site and Dabney Park site fish habitat improvements shall occur during the summer of 2017 (June through August). Site survey layouts and construction of the Dabney Park site fish improvements shall occur during the summer of 2018 (June through August) if the City deems it necessary.

The PWB Project Manager anticipates the construction of each project site shall include both ground services and helicopter services. Construction may be performed under two (2) separate contracts if the City deems it necessary to implement Dabney Park fish habitat improvements in 2018. Overall construction management shall be provided by PWB and shall not be the Consultant's responsibility as described in this contract. The Consultant shall be on-site every day for two (2) weeks during construction of in-channel ELJs at Oxbow. The Consultant shall also be on-site one (1) day per week during the construction period for the sidechannel work at Oxbow and the work at Dabney.

Following each site visit, Consultant shall provide daily field notes describing all observations and decisions relative to construction. Daily field notes shall be delivered via email and within 24 hours of the site visit.

4.2 Project As-Built Documentation

The Consultant shall create as-built drawings and submit them to the PWB Project Manager upon completion of construction at each site. As-built drawings shall document post-restoration large wood structures, placements, and diversions. Departures in design layout, locations and elevations shall be recorded on the drawings and supplemented with photographs. As-built drawings in each stream shall be created immediately upon completion of construction in that stream. As-built documentation for the ELJs shall consist of hand-drawn redline markups in ink on a full-size (24" x 36") drawing set indicating any changes from the proposed design.

WORK PERFORMED BY CITY

The City has assigned a Project Manager to oversee the Consultant's work and provide support as needed. Specific duties the City shall perform include:

1. Present the specific habitat objectives for the two (2) project areas to the Consultant. PWB shall review the limiting factors and restoration targets for the two (2) project areas. This information shall serve as the basis for the habitat improvement designs, and preliminary and post project monitoring for the PWB Project Manager.
2. Obtaining landowner permissions;
3. The PWB Project Manager or designated staff shall obtain available geospatial information including high resolution aerial photography, topographic maps, GIS data layers and LiDAR data sets to compile base maps of the project areas for preliminary data preparation. These base maps shall provide plan views, access points, and property boundaries within the project areas to support the initial project design field review. Field information shall be reduced including site observations, photography, written notes, GPS coordinates and channel measurements;
4. Review of hydrologic analyses determining discharge estimates for flood recurrence intervals (i.e. QU, Q2, and Q100) in the Sandy River and the Dabney stream;
5. Review of hydraulic analyses for both sites, performed using the hydrologic analyses;
6. Review of stability analyses performed to ensure that all structures can withstand all anticipated forces at up to a 100-year recurrence flood event with a safety factor of 2;
7. Review of all drawing sets and provide one set of consolidated comments;
8. Preparation of Division 0 and Division 1 specifications.
9. Manage permitting process, including completing permit applications, with Consultant support;
10. Review of as-built drawings of the completed projects, documenting post-restoration large wood structures, placements, and diversions;
11. Review of Consultant's construction estimates and schedules, bid sheets, and bid sheet technical memorandum;
12. Hiring and managing Contractors to implement construction; and,
13. Provide overall construction management at the Oxbow Sandy River site and the Dabney Park stream site.

PROJECT REVIEWS

On a day-to-day basis, the progress of the work shall be managed by the PWB Project Manager. PWB shall have two (2) reviews of all Consultant reports, memoranda, letters and permit application, pertinent to the Projects applicable to this Contract. PWB shall have three (3) reviews of drawing sets, one review at each design phase leading up to the final drawing set. PWB shall provide comments on all written products from the Consultant, and then check to see if Consultants comments are incorporated into the final products. PWB shall have two (2) weeks to review each report, drawing set, memorandum, letter, and permit application. It shall be the responsibility of the Consultant to time submissions of deliverables for review to allow for a two (2) week review of each and still adhere to the schedule as summarized below. All PWB comments and edits shall be gathered and summarized in one set at each stage by the PWB Project Manager

It is anticipated that the Metropolitan Regional Government (Metro) shall also be a reviewer of the fish habitat improvement designs for both sites. Their review shall occur concurrently with PWB's review and PWB shall summarize Metro's comments and include them with PWB comments for the Consultant as described in a separate Intergovernmental Agreement.

The following project reviews shall be conducted for the Oxbow Park site and Dabney park site fish habitat improvement design process:

1. Review of Technical Memorandum summarizing hydrologic, hydraulic, and stability analyses by PWB, sealed by the Consultant engineer of record;
2. 30% Design Review by PWB and Metro: Review of initial drawing set establishing drawing format and specifications;

3. 60% Design Review by PWB and Metro: Review of drawing set and specifications incorporating changes based on 30% Design Review;
4. 90% Design Review by PWB and Metro: Review of permit-ready drawings and specifications incorporating any additional changes;
5. Review of construction bid sheets and associated technical memorandum;
6. As-Built Drawings Review: Review of as-built drawings showing changes made to designs during construction; and,
7. "No-Rise" Certification Application Review by the PWB Project Manager or designated staff.

DELIVERABLES

For all tasks the Consultant shall document their review comments and recommendations and provide to the PWB Project Manager via email or other written forms designated by the PWB Project Manager. The Technical Memorandum summarizing hydrologic, hydraulic, and stability analyses along with the resulting critical constraints on each structure's placement's, or diversion's design with engineering stamp shall be submitted via one hard copy and electronically (PDF and Word).

The 30%, 60%, and 90% design submittals shall be submitted electronically (drawings in PDF, specifications in PDF and Word) to the PWB Project Manager.

The final design submittal shall be submitted to the PWB Project Manager via one hard copy and electronically. One signed, full-size (24" x 36") plan set on vellum and one signed, unbound set of specifications shall be provided. Electronic submittals shall include a scanned image (PDF) of the signed plan set and specifications, an electronic copy of the drawings in AutoCAD format (.DWG) with all reference files, and an electronic copy of the specifications in PDF and Word format. PWB shall review the final electronic submittals for completeness and withhold final payment until the electronic documents are deemed complete.

The Consultant shall provide the following deliverables:

1. Site Visit Summary described in Task 1.
2. Technical Memorandum summarizing hydrologic, hydraulic and stability analyses and resulting project design constraints, due by **October 31, 2016**.
3. 30%, 60%, 90%, and final design submittals including drawings, specifications and cost estimate. Final plans and specifications shall be sealed by a civil engineer with current registration in the State of Oregon. Project drawings and specifications adequate for permitting and construction. Separate 30%, 60%, 90% and final design drawing sets, specifications, and cost estimate shall be created for the Oxbow Park site improvements and for the Dabney Park site improvements.
 - a. 30% design submittal by **November 25, 2016**.
 - b. 60% design submittal by **December 16, 2016**.
 - c. 90% design submittal by **January 6, 2017**.
 - d. Final plans, specifications and by **January 31, 2017**.
4. Rise Analysis Report and Engineer's seal on Clackamas County floodplain "no-rise" certification application due by **March 1, 2017**.
5. Natural Resources Assessment for Multnomah County due by **March 1, 2017**.
6. As-built drawings of the completed structures at the Oxbow Park site due by **October 31, 2017**.
7. As-built drawings of the completed structures at the Dabney Park site due by **October 31, 2017**, unless implemented in 2018, in which case due by **October 31, 2018**.
8. Bid sheets for the Oxbow Park and Dabney Park structures shall be included with the final specifications and due by **January 31, 2017**.
9. Technical Memorandum summarizing Bid Sheet information due by **January 31, 2017**.
10. Daily field notes within 24 hours of each site visit.

At any time should PWB decides to delay the construction of the Dabney Park site improvements until July 2018, the Consultant shall revise the final drawings, specifications and cost estimate for Dabney Park as need to reflect construction in 2018. The deliverable date for any required revisions shall be agreed upon by the Consultant and PWB Project Manager. An amendment to the contract shall be required and must be approved by both parties to this contract.

All deliverables and resulting work products from this contract shall become the property of the City of Portland. As such, the Contractor and any Subconsultants grant the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Portland.

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

SCHEDULE

The City anticipates having the Consultant begin work immediately upon contract execution and the project schedule shall be adjusted accordingly.

All instream activities shall be completed by August 31, 2017, and all deliverables completed by October 31, 2017, if scheduling and logistics permit.

Otherwise, instream activities at the Dabney Park site shall be completed by the Consultant by August 31, 2018; and, all deliverables and contract requirements shall be completed by October 31, 2018.

Other Project and contract requirements are required by the Consultant according to the following schedule(s):

Oxbow Park Site

Tasks 1 and Task 2: Project Coordination/Site Reconnaissance and Data Analysis shall be completed by September 30, 2016.

Task 3.1: Project Designs shall be completed by October 1, 2016 to January 31, 2017.

Task 3.2: Permit Support shall be completed by March 1, 2017.

Task 4: Construction Services shall be completed by July 15, 2017 through August 31, 2017.

Dabney Park Site

Tasks 1 and Task 2: Project Coordination/Site Reconnaissance and Data Analysis shall be completed by September 30, 2016.

Task 3.1: Project Design shall be completed by October 1, 2016 to January 31, 2017.

Task 3.2: Permit Support shall be completed by March 1, 2017.

Task 4: Construction Services shall be completed by July 15, 2017 through August 31, 2017, or between July 15, 2018 and August 31, 2018.

****Note:** These timelines included above may change due to circumstances. Any deadline change that occurs shall be provided to the Consultant only by the PWB Project Manager in writing and followed up via an amendment to the contract. The Consultant may complete these tasks sooner than the required deadline.

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Marjorie Wolfe	Principal/Project Engineer
Nicole Czarnomski	Geomorphologist Hydrologist
Cameron Bergen	Riparian Ecologist

SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Natural Systems Design	Oxbow Large Wood Designs	\$203,589
RBES	Survey Services	\$50,880
Geotechnics Geotechnical	Geotechnical Investigations	\$9,000
Rivero CAD Design	CAD Services	\$51,170
Bair Fisheries, LLC	Dabney Large Wood Designs	\$2,960

The City shall 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. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Contractor Resources.

COMPENSATION

The maximum compensation shall not exceed **\$459,445** as described in the attached Exhibit A1 – Budget Detail. The “not to exceed amount” is the maximum amount of compensation due the Consultant for all the work required by the contract, including reimbursable expenses, if any. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Consultant. 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 to the Consultant may be less than that amount. Funding of this Project work is contingent upon budget approval.

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 shall be based on the Consultant's bills previously submitted for acceptable work performed and approved.

Unless authorized by a written Amendment to the Contract no additions or changes shall be made to this Contract. The cost submitted by the Consultant's must remain constant for the duration of the contract.

PAYMENT TERMS: Net 30 Days

Travel - It is the policy of the City that all travel shall be allowed only when the travel is essential to the normal discharge of the Consultant's responsibilities under the Contract. All travel must be for official City business only. All travel and lodging shall be conducted in the most efficient and cost-effective manner resulting in the best value to the City. Reimbursable direct costs include pre-approved travel beyond a 100-mile radius of Portland. Personal expenses shall not be authorized at any time. Alcohol is not an authorized purchase under this Contract. Travel costs shall be reimbursed in accordance with the City's Travel Expense Guidelines, which are based on the General Services Administration (GSA) per diem rates. All Travel shall be pre-approved in writing by the City's Project Manager. Upon submitting invoices which indicate travel the Consultant shall provide all travel receipts for any items being requested for reimbursement. All receipts shall indicate the company that payment was made to, detail describing the type of services purchased and the total amount paid initially by Consultant. All requests shall be in accordance with the limits of travel reimbursement. When submitting invoices and travel has been authorized and conducted by the consultant a separate line item shall be identified on the invoice.

Hourly Rates - The Consultant shall be compensated per the attached Budget Detail and the Hourly Rates and Classifications listed below. Hourly rates shall remain the same through the term of the Contract.

CLASSIFICATION	HOURLY RATE
Principal/Project Engineer	\$134
Geomorphologist Hydrologist	\$125
Ecologist	\$115

Reimbursable Costs

All allowable reimbursable direct costs, with the exception of sub-consultant costs, shall be billed with no mark-up. Reimbursable direct costs include document reproduction costs requiring outsourcing (for example, printing of drawings and specifications), and the purchase, rental or leasing of specialized field equipment and the cost of disposable field equipment. All reimbursable costs shall be subject to prior authorization and approval by the City.

Subconsultant Costs

Compensation for sub-consultant shall be limited to the same restrictions imposed on the Consultant. The maximum markup on sub-consultant services shall not exceed 5% for the total term of the Contract. No double markups are allowed.

PROGRESS PAYMENTS

On or before the 15th of each month, the Consultant shall submit to the PWB's Accounts Payable 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 percentage of work successfully completed for each task, and the percentage of work still required with remaining dollars available, project name, tasks, type of analysis performed, staff hours for each task, and total costs for the billing period. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City's Project Manager.

Invoices shall be submitted electronically by the Consultant and include all supporting documentation. Email the invoice and all supporting documentation to the City of Portland Water Bureau's Account Department at: wbaps@portlandoregon.gov.

Per the terms of this Contract, 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 Contract. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist at Brenda.Scott@portlandoregon.gov.

A copy of the MUR shall be emailed directly to the City's Project Manager, Steve Kucas at Steve.Kucas@portlandoregon.gov and the Contract Administration Branch Representative, Corrina Rodriguez at: Corrina.Rodriguez@portlandoregon.gov

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 subcontractors within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

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

Upon verification of the data provided, the Payment Authorization Agreement shall 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:  Date: 12/18/2015 Entity: Wolf Water Resources, Inc.

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

As an independent Consultant, 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 Consultant 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 Consultant 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 consultant" 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:

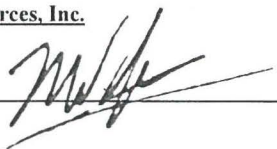
This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

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 consultant as defined in ORS 670.600.

Wolf Water Resources, Inc.

BY: _____



Date: 12/18/2015

Name: Marjorie Wolfe

Title: President

CONTRACT NUMBER: 30004921

CONTRACT TITLE: Sandy River Engineered Log Jams

CITY OF PORTLAND SIGNATURES:

By:

N/A
Bureau Director

Date:

12/30/15

By:

Chief Procurement Officer

Date:

By:

N/A
Elected Official

Date:

Approved:

By:

N/A
Office of City Auditor

Date:

APPROVED AS TO FORM

Approved as to Form:

By:

[Signature]
Office of City Attorney

Date:

12/21/15

CITY ATTORNEY

Exhibit A1 Budget Detail													
Design Services for Sandy River at Oxbow and Dabney Parks Project													
Wolfe Water Resources, Inc.				HOURS	TOTALS	ALLOWABLE EXPENSES	Natural Systems Design	Ron Bush Engineering and Survey - ESB	Bair, LLC Fisheries	Geotechnics Geotechnical - ESB	Rivero CAD Design - MBE	Subconsit Markup	TOTALS
TASK DESCRIPTION	Principal/ Project Engineer Wolfe \$134	Geomorphologist/ Hydrologist Czarnomski \$125	Riparian Ecologist Bergen \$115										
Task 1. Project Coordination and Site Reconnaissance	110	16	0	126	\$16,740	\$312	\$26,037	\$0	\$0	\$0	\$0	\$1,302	\$44,391
1.1 Project Coordination	78			78	\$10,452		\$11,149					\$557	\$22,158
1.2 Project Site Reconnaissance and Inventory	32	16		48	\$6,288	\$312	\$14,888					\$744	\$22,232
Task 2. Data Analysis	120	207	0	327	\$41,955	\$335	\$39,686	\$18,080	\$0	\$9,000	\$4,420	\$3,559	\$117,035
2.1 Field Data Reduction	8	26		34	\$4,322	\$300	\$3,162	\$18,080	\$0	\$9,000		\$1,512	\$36,376
2.2 Project Hydrologic Analysis	16	32		48	\$6,144		\$0					\$0	\$6,144
2.3 Project Hydraulic Analysis	40	95		135	\$17,235		\$25,702				\$3,400	\$1,455.10	\$47,792
2.4 Project Stability Analysis	40	16		56	\$7,360		\$4,516				\$1,020	\$277	\$13,173
2.5 Reporting	16	38		54	\$6,894	\$35	\$6,306					\$315	\$13,550
Task 3. Project Designs and Permitting Support	217	56	50	323	\$41,828	\$174	\$111,864	\$0	\$2,960	\$0	\$38,250	\$7,654	\$202,730
3.1 Project Designs	177	40	12	229	\$30,098	\$174	\$106,794		\$2,960		\$38,250	\$7,400	\$185,676
3.2 Permitting Support	40	16	38	94	\$11,730		\$5,070					\$254	\$17,054
Task 4. Construction Management Services Plan (DQMP)	146	16	0	162	\$21,564	\$3,058	\$26,002	\$32,800	\$0	\$0	\$8,500	\$3,365	\$95,289
4.1 Project Site Layout and Construction Oversight	130	16		146	\$19,420	\$2,400	\$25,282	\$18,240			\$3,400	\$2,346	\$71,088
4.2 Project As-Built Documentation Oversight	16			16	\$2,144	\$658	\$720	\$14,560			\$5,100	\$1,019	\$24,201
Hours	593	295	50	938									
Fee	\$79,462	\$36,875	\$5,750		\$122,087	\$3,879	\$203,589	\$50,880	\$2,960	\$9,000	\$51,170	\$15,880	\$459,445
Percent Project Fees					27%	1%	44%	11%	1%	2%	11%	3%	100%
Percent ESB/MBE/WBE					27%	1%		11%		2%	11%	3%	55%

Exhibit B - Figure 1

Figure 1. Dabney State Park and Oxbow Regional Park fish habitat improvement project area activity locations.

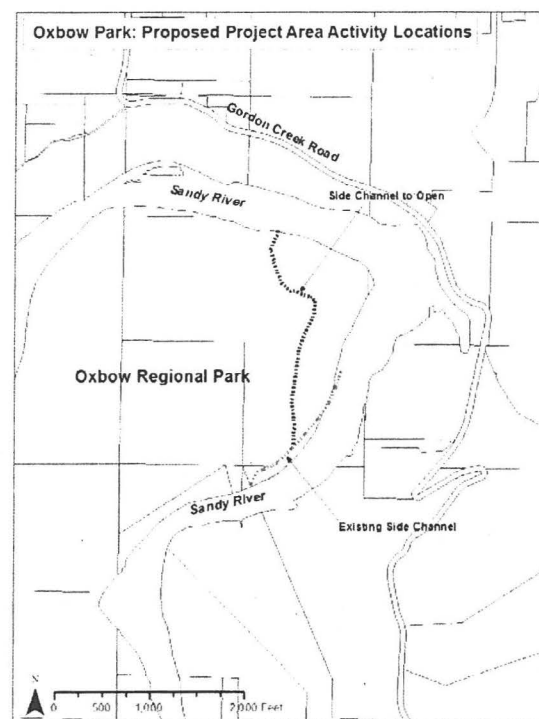
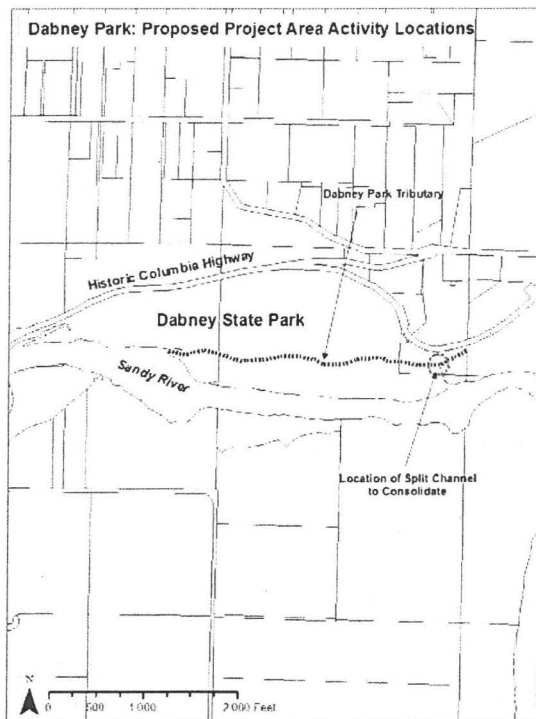
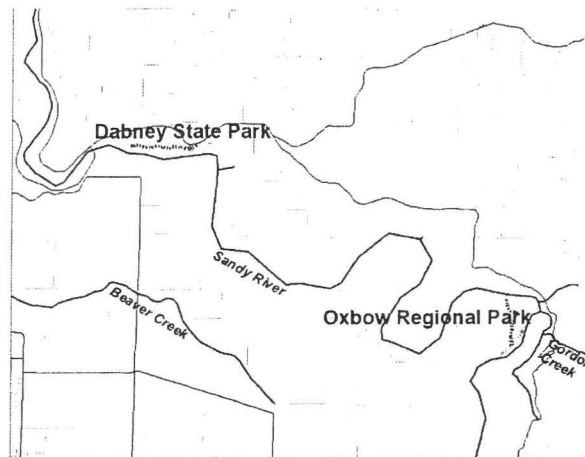


Exhibit C - PWB Survey Standards

**Portland Water Bureau
Survey Standards****2015****Topographic Design Survey Tasks**

- Conduct survey and records research
- Conduct underground utility research including existing records check, field locates and potholing
- Perform horizontal or vertical control survey
- Perform topographic design surveys and prepare Digital Terrain Models (DTM's)
- Perform boundary and right-of-way surveys
- Provide easement resolution and legal description preparation with exhibit maps
- Prepare survey plats, partition plats, and basemaps
- Prepare Geographic Information System (GIS) mapping products

Specialized Equipment/Software Required

- Digital level
- Dual frequency Global Position Service (GPS) with Real-time Kinetic (RTK) or Oregon Real-Time Geodetic Network (ORGN) capability
- Electronic total station with data collector
- Bentley MicroStation CADD software

Procedures

- 1) Property Owners - Consultant shall be responsible for making contact with affected property owners and any tenants to the affected properties, in writing and/or through personal contact on site the day of the survey. At a minimum, personal contact on site with owner or tenant on the day of the survey-related work is mandatory. If personal contact is unsuccessful, a door hanger notifying the owner or tenant of a survey in progress including the purpose of the survey, project name, date and PLS contact information as described in ORS 672.047(4) shall be left at the residence or business.
- 2) Underground Utility Locates - Consultant is responsible for identifying the limits of the project on the ground and calling in a utility locate request (or website request) with the Oregon Underground Notification Center (OUNC). Tone marks provided by the various public agencies or private utility companies shall be located within the project area and shown on the design survey mapping.
- 3) Survey Control - To ensure that survey control is recoverable for construction layout, all survey projects shall have a minimum of three permanent, identifiable survey control points established, utilized and included in a closed survey figure at each project location.
- 4) Datums - Survey data shall be based upon the Oregon Coordinate System, North Zone, NAD 83/91 horizontal datum and City of Portland vertical datum, unless specified otherwise. If the project horizontal datum is converted to a Local Datum Plane (LDP), the combined scale factor and the point used/held to determine the combined scale factor shall be noted in the narrative.

- 5) Boundary and Right-of-Way - A diligent attempt shall be made to recover, describe and tie into the survey control all found monumentation along the affected boundaries or rights-of-way affecting the project. The found monumentation shall be part of evidence used to re-establish the existing boundaries or rights-of-way and shall be shown on the deliverable mapping. In the event that no monumentation is recovered in the immediate vicinity of the project site, an attempt shall be made to locate supplemental monumentation on both ends of the project site such that a reasonable resolution of the right-of-way can be determined. A narrative describing the methodology used to re-establish the subject boundaries or rights-of-way shall be included on the face of the deliverable mapping and included in the final Survey Report.
- 6) Potholing - If potholing is deemed necessary to complete the design, it must be approved by the owner. Consultant shall locate critical utilities and utility crossings both horizontally and vertically into their design survey and mapping. Consultant shall provide to the Portland Water Bureau specific field notes, sketches, photographs, and a text report relating to the location and details of the potholing.
- 7) Monuments of Record - Consultant is responsible for identifying, locating, and mapping into their survey any record monuments that potentially could be destroyed by design and future construction of all waterlines and appurtenances (See ORS 209.150). Consultant shall notify the Portland Water Bureau in writing of all located record monuments that could potentially be disturbed or destroyed by their engineering design.
- 8) Deliverables - Consultant shall provide stamped and signed copies of the following work products delivered to the Portland Water Bureau, in both hardcopy and electronic form, including:
 - Survey Report describing survey control materials, survey methodologies, survey adjustments, boundary or right-of-way resolutions and any unique issues relative to the project
 - Copies of original field notes and sketches
 - Copies of survey adjustment calculations, boundary resolution calculations and points list in ASCII file format
 - Copy of survey control diagram, survey base mapping, DTM, and if necessary, any platting products
 - Copies of legal descriptions and exhibits prepared for the Task Order
 - All final drawings, CADD files, computations or other work products shall utilize Portland Water Bureau CADD and drawing standards for MicroStation and GIS compatibility
 - All final survey documents, including adjustment computations and Survey Report, must be stamped and signed by a Professional Land Surveyor registered to practice in the State of Oregon
- 9) Surveys for all topographic design and right-of-way projects performed for the Portland Water Bureau, including the survey control, data collection, and mapping, shall conform to the applicable National Society of Professional Surveyors (NSPS) Model Standards, Sections A through H, as approved March 12, 2002. A link to these standards can be found at:
<http://www.nsps.us.com/index.cfm?fuseaction=Page.viewPage&pageId=673&parentID=525&nodeID=2>