

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

CONTRACT NUMBER _____

**TITLE OF WORK PROJECT
Design of Two Pedestrian Bridges at Westmoreland Park**

This contract is between the City of Portland ("City," or "Bureau") and Exeltech Consulting, Inc., hereafter called Consultant. The City's Project Manager for this contract is Jorge Villavicencio.

Effective Date and Duration

This contract shall become effective on September 1, 2016. This contract shall expire, unless otherwise terminated or extended, on October 31, 2018.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed **\$238,889.78** 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 CERTIFICATIONName (print full legal name): Exeltech Consulting, Inc.Address: 921 SW Washington, Suite 464, Portland, OR 97205Employer Identification Number (EIN): 91-1491880**[INDEPENDENT CONSULTANTS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]**City of Portland Business Tax Registration Number: 687935

- 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. 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 will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Required and attached // Waived by Bureau Director or designee // Reduce by Bureau Director or designee

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

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

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

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

10. Ownership of Work Product

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

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

11. EEO Certification

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

12. Equal Benefits

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

13. Successors in Interest

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

14. Severability

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

15. Waiver

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

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, Page 4 of 10

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 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 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

SCOPE OF WORK

SEE EXHIBIT A

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Santosh Kuruville	QA/QC Principal Engineer
Jon Adkins	Senior Project Manager
Karl Kirker	Senior Structural Engineer
Heidi Clayville	Structural Engineering
Josh Ranes	Senior Civil Engineer
Dmitri Suslikov	Civil Engineer
Kathryn Beck	Environmental Planner
Paul Onstott	Senior CADD Technician
Michelle Rhodes	Administration
Mark Warren	CM Project Manager
David Boatman	CM Project Inspector
Leroy Slemmer	CM Project Documentation

SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Harper Houf Peterson Righellis Inc.	Landscape Architecture	\$33,639.62
Shannon & Wilson, Inc.	Geotechnical Engineering	\$16,987.40
Morgan Holen & Associates, LLC	Arboriculture	\$3,704.24
Heritage Research Associates, Inc.	Cultural Resource Specialist	\$5,129.60

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

COMPENSATION

The maximum that the Consultant can be paid on this contract is \$238,889.78 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

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

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

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

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates for Consultant shall not exceed those set forth below (further clarification, including subconsultant hourly rates, is provided in Exhibit B):

NAME	ROLE ON PROJECT	HOURLY RATE
Santosh Kuruvilla	QA/QC Principal Engineer	\$235.58
Jon Adkins	Senior Project Manager	\$166.83
Karl Kirker	Senior Structural Engineer	\$183.02
Heidi Clayville	Structural Engineering	\$131.58
Josh Ranes	Senior Civil Engineer	\$146.80
Dmitri Suslikov	Civil Engineer	\$121.95
Kathryn Beck	Environmental Planner	\$100.30
Paul Onstott	Senior CADD Technician	\$80.96
Michelle Rhodes	Administration	\$83.15
Mark Warren	CM Project Manager	\$154.54
David Boatman	CM Project Inspector	\$119.18
Leroy Slemmer	CM Project Documentation	\$133.95

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

- Postage and Supplies
- Printing/Graphics
- Mileage
- Miscellaneous expenses as outlined in Exhibit B

Subconsultant Costs

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

Progress Payments

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

shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as “billable” under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City’s policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City’s standard ACH Vendor Payment Authorization Agreement.

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: _____ Date: _____ Entity: _____

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.

EXELTECH CONSULTING, INC.

BY: _____ Date: _____

Name: _____

Title: _____

CONTRACT NUMBER: _____

CONTRACT TITLE: _____

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

Sub Exhibit A

Scope of Services

City of Portland Parks and Recreation Westmoreland Park Pedestrian Bridge Replacements

August, 2016

Prepared by:
Exeltech Consulting, Inc.
8729 Commerce Pl Dr NE, Suite A
Lacey, WA 98516



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INTRODUCTION

Portland Parks & Recreation (hereinafter “CLIENT” or “PP&R”) is the Contracting Agency for this scope of services. Exeltech Consulting, Inc. (hereinafter “Consultant”) will work under the CLIENT’s designated Project Manager and, as directed by the CLIENT, will provide engineering services on the Westmoreland Park Pedestrian Bridge Replacements Project (hereinafter “Project”) to support the CLIENT in providing design and construction management services for the Project.

PROJECT DESCRIPTION

Westmoreland Park is dissected by approximately 2,400 feet of Crystal Springs Creek, which is a tributary to Johnson Creek. This creek is home to fish, mammals, and native waterfowl and amphibians. Crystal Springs Creek has naturally cool water and a steady, year-round flow, providing for an ideal fish habitat, particularly for salmon. The overall purpose of this project is to enhance safety and enjoyment for Westmoreland Park users by replacing two deteriorating bridges that are unsafe for public use. Conceptual alternatives will be developed and presented to the City for selection of preferred alternatives to be advanced through design and construction phases. Structure designs in Westmoreland Park will reflect consistent aesthetic qualities with equal consideration of project budget, constructability, permitability sustainability, and site access constraints specific to each site.

Project Limits:

The minimum anticipated boundaries of data collection are as follows (NOTE: Urban Forestry permit requirements may extend the data collection limits to a larger area):

Site #1 – Use the centerline of the path approaching the bridge and bridge as the centerline of the survey area. Survey 20-ft to each side of centerline and 50-ft up- path approaching the bridge and 50-ft down-path from the middle of the bridge. The approximate survey area is 4,000 square feet.

Site #2 – Use the centerline of the path approaching the bridge and bridge as the centerline of the survey area. Survey 20-ft to each side of centerline and 40-ft up- path approaching the bridge and 40-ft down-path from the middle of the bridge. The approximate survey area is 3,200 square feet.

PROJECT SCHEDULE

- | | |
|--|--|
| • Notice to Proceed (NTP) | September 15, 2016 |
| • 30% Design Submittal | 12 weeks after NTP (mid-December 2016) |
| • 75% Design Submittal | 24 weeks after NTP (mid-March 2017) |
| • Permits/Approvals In-hand | 30 weeks after NTP (End of April 2017) |
| • 100% PS&E | 30 weeks after NTP |
| • Bid Set Preparation | 34 weeks after NTP (End of May 2017) |
| • Ad and Award through Const. NTP | 38 weeks after NTP (End of June 2017) |
| • Const. NTP to substantial completion | July through October 2017 |
| • Construction Phase Services | July 2017 to December 2017 |

PROJECT ASSUMPTIONS

GENERAL

1. CLIENT will provide copies of available Project information, such as plans or as-builts for existing bridges and relevant adjacent features including landscape plans, paths, roadway, GIS drawings (with utilities), aerial images, historical and research documents, and other work products developed for the CLIENT related to the existing bridges and project site.
2. CLIENT will provide copies of all available Project Information at least 7 days prior to expected delivery of the Summary Memorandum in Task 3.
3. CLIENT will provide PP&R ACAD standards.
4. CLIENT will provide PP&R General Conditions and Division One specifications.
5. CLIENT will provide As-Built Standards.
6. CLIENT will provide any GIS drawings or project information in ACAD or MicroStation format.
7. CLIENT will provide site information including topographical survey in Autodesk Civil3D format to the limits described above.
8. The Consultant will rely on accuracy of all CLIENT provided information.
9. CLIENT will have timely reviews of submitted deliverables at mutually agreed upon times and will consolidate review comments into one review document prior to returning to the Consultant. The Project Schedule assumes three-week review turn-around times by the CLIENT.
10. CLIENT will keep the Consultant informed as to status of reviews, invoices, and other decisions that may affect the delivery of the Project.
11. All CLIENT directed activities, above and beyond the scope of work, will require written confirmation from the CLIENT Project Manager or designee.
12. Cost estimates provided are the engineer's opinion of cost of demolition and construction.
13. The CLIENT will make timely payment of invoices (within 30 days of approved invoice).
14. Project deliverables will be in electronic pdf format (excluding invoices and supporting documents, which will be delivered in hard copy format only).
15. Professional services will be limited to these assumed hours/costs, as established in Exhibit D, unless additional services are authorized. Hours/budget may be moved between tasks, so long as the overall Contract amount is not exceeded.
16. Services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant will have no other obligations, duties or responsibilities associated with the project except provided in this agreement.
17. All in-person meetings are assumed to be no more than 2 hours in length plus travel time, unless otherwise specified. Video and phone conferencing is acceptable.
18. CONSULTANT will call for utility locate service prior to site survey.

DESIGN PHASE

19. The plans, specifications, and opinion of probable cost will be prepared, to the extent feasible, in accordance with the following:
 - 2011 AASHTO A Policy on Geometric Design of Highways and Streets
 - 2012 AASHTO Guide for the Development of Bicycle Facilities
 - American with Disabilities Act (ADA)
 - 2009 Manual on Uniform Traffic Control Devices (MUTCD)
 - Current version of City of Portland Design Standards
 - Current version of City of Portland Standard Construction Specifications
20. Changes in any design specifications, guidelines, or standards after work has begun may result in supplemental services.
21. All plans and documents will be based on English units of measurement.
22. The plans will be prepared using AutoCAD 2015 software and will include an assumed 20 plan sheets total per bridge. See Table 1 for the assumed Design Sheet List.
23. Budgeting assumes a continuous design progression from the start of design through approval of 100% PS&E. Phasing of design is not anticipated. It also assumes a continuous construction schedule.
24. PP&R will provide an example plan set clearly showing PP&R plan sheet standards prior to initiation of 30% design.
25. Design submittals will be limited to a 30% and 75% review and a 100% signed PS&E submittal.
26. During 30% design, up to three (3) bridge design alternatives will be prepared for each site. Preparation of additional alternatives is not included in this scope of services.
27. Alternatives selection will focus on aesthetic elements, such as foundation finish treatments, and deck and rail configurations.
28. After initial site evaluation and reconnaissance field testing has been completed it is assumed that the CLIENT will finalize project areas and limits required for the project prior to advancing design to a 30% design level.
29. At 30% review, CLIENT will select a preferred design alternative to progress through final design. Changes to the project areas, limits, type, and size of pedestrian bridges, approaches, alignment and profile of the existing paths such that they require design profiles within the plans may require additional hours.
30. Bridge foundations will be spread footings on soil or micropiles.
31. Utility owners will arrange for temporary relocation and support. CONSULTANT will design temporary supports only as required.
32. Acquisition of relevant background information identified in Task 3 will be limited to materials readily available via the internet or other digital means, and will not require travel by the Consultant.
33. Hazardous materials will not be found.

34. The CLIENT will be responsible for initiating and leading all public involvement activities. Consultant will provide technical support consisting of presentation materials related to design and participation of up to two team members at public events.
35. The CLIENT will lead the outreach event(s), provide event logistics, and generate outreach materials such as postcards, flyers, and general announcements.
36. Up to two (2) Consultant staff will attend up to two (2) community outreach events in Portland. Events will be no longer than two hours in duration.
37. The CLIENT will identify utilities located on the bridges. The Consultant will coordinate with any found/necessary Franchise utility conflicts with existing appurtenances that may need adjustments/relocations.
38. For OHWM delineation (Task 4)
 - The OHWM lies at the top of the bank along Crystal Springs Creek.
 - N hydrologic modeling is required to determine OHWM.
 - No subsequent changes to design will change impacts beyond the minimum anticipated boundaries of data collection in the RFP or necessitate amendment of preliminary report.
 - Field work can be accomplished in one day.
 - Final memorandum will not exceed 10 pages (including graphics).
 - Agency review or contacts not required.
 - There will be no major changes that require major revision of the memorandum or additional field work.
39. For Environmental Permitting and Land Use Review (Task 5)
 - CLIENT will pay all permit application fees.
 - The project will be eligible to receive a General Authorization (GA) from the DSL and Nationwide Permit from the USACE. Individual permits from these agencies will not be required.
 - Preparation of detailed mitigation plans for unavoidable impacts to environmental resources is not included in this scope of work.
 - It is expected that Endangered Species Act (ESA) compliance may be achieved programmatically through the US Army Corps of Engineers using the SLOPES IV procedures for documenting compliance with Section 7 of the ESA.
 - One SLOPES IV document will address both bridge replacements.
 - An individual Biological Assessment for ESA compliance will not be required.
 - One Joint Permit Application will address both bridge replacements.
 - Permit applications will be submitted under the CLIENT Project Manager's name, and each will be reviewed by the CLIENT Project Manager prior to submittal. All communications, checksheets, responses, negotiations, and appeals will flow through the CLIENT Project Manager.
 - The project will be eligible to receive a General Authorization from the DSL and Nationwide Permit from the USACE. Individual permits from these agencies will not be required.

- Once approved by BDS, contractor or Parks Department is responsible for coordination with obtaining Site Development Permit, coordinating with the City and closing permits.
- Archaeologist will maintain coordination with the CONSULTANT Project Manager, SHPO, and tribes, as needed. Subsurface probing will commence only upon receipt of a State of Oregon Archaeological Permit (anticipated processing time is up to 35 days).
- Project maps and specific description of project and the project area (length, ROW, etc.), plus any needed orientation to the project area will be provided by the CLIENT. The City will also provide Consultant Archaeologist with any information available pertaining to the nature and extent of disturbances within the project area.
- Additional work to define sites or potential site areas or to conduct subsurface discovery probing is not covered by this proposal. Assessment of site significance is also not included as a part of this scope of work.
- Site survey will be provided by prior to tree inventory fieldwork.
- Trees requiring inventory will be reasonably accessible and fewer than 100 trees will require assessment.
- Consultant will develop a tree plan drawing to illustrate tree removal and protection.
- The City's Urban Forester assigned to this project will meet at the site on the same date as the tree inventory fieldwork.
- Consultant will prepare the Urban Forestry permit application based on the tree data provided in the tree inventory worksheet.

40. For Geotechnical (Task 6):

- Site access will be arranged by CLIENT.
- No permits are required for geotechnical drilling.
- Drilling can be completed during the day with a small drill rig.
- No soil or groundwater contamination is present on or near the site.
- Soil sampling and testing for contaminants will be performed by CLIENT.
- All drilling permits will be paid by CLIENT, if required.

41. Stormwater and drainage design, analysis and modification to the existing stormwater system are excluded from this Scope of Services.

42. Land use environmental review will not be required.

43. Wetland delineation and report will not be required.

44. No Illumination modifications or improvements will be considered or required as part of this scope.

45. ADA compliant curb ramp design is excluded from this Scope of Services.

46. Bridges will be designed to the Maximum Extent Feasible (MEF) to meet ADA regulations. MEF documentation will not be prepared as the CLIENT will approve the ramp designs.

47. The CONSULTANT will set minimum expectations for traffic control signage for trail closures to MUTCD standards. The Contractor will be required to submit traffic control plans for approval as part of the respective construction contract traffic control bid item.
48. The Construction Stormwater General Permit will be prepared by the CLIENT or Contractor if required.
49. The CLIENT will assemble the Final Bid Manual with supporting documentation provided by the CONSULTANT.
50. Right-of-way will not be acquired during the design or construction and temporary easements will not be necessary. Right-of-way services are excluded from this Scope of Services.

CONSTRUCTION PHASE

51. The project construction is assumed to be 50 working days (10 weeks) (Monday to Friday, 7am to 5pm). The Consultant's Construction Management Team will begin prior to construction to support the CLIENT during the ad and award process and will continue after construction completion to close out. Project construction will be continuous and will not have a winter shutdown.
 - The Consultant's Construction Management Team is assumed to include the following labor resources and level of effort for the 30 day (6 week) construction duration period:
 - One Sr. Project Manager (Part-Time – 2 hrs/week for 6 weeks plus 12 hours for pre and post construction tasks = 24 hours total)
 - One Sr. Field Inspector (Part-Time – 20 hrs/week for 6 weeks (4 hours/day) (Includes travel time) plus 16 hours for pre and post construction = 136 hrs)
 - Documentation Support (Part-Time – 45 hrs total)
52. To streamline communication, all project direction from the CLIENT will be channeled through the Sr. Field Inspector.
53. Observations/Inspections by the Construction Management Team will not in any way relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
54. A Record of Materials will not be developed or required.
55. It is assumed that the CLIENT or the CLIENT'S Contractor will provide office space for the Construction Management Team with internet access, copier/scanner, desks/chairs, and power available.
56. CLIENT will have a construction manager assigned to this project to represent the City throughout this phase.

SCOPE OF SERVICES

1. PROJECT MANAGEMENT

The Consultant will provide overall project management and documentation of work progress, including coordinating the work products of the design team that are critical to the

overall design effort. Project Management scope extends for the duration of the design until the project is awarded to a contractor.

Any changes that arise will be proactively communicated and documented with the CLIENT's agreement.

1.1 Project Meetings

It is anticipated that the Consultant will participate in a Project Kickoff Meeting with the CLIENT to be held at the CLIENT's offices.

We anticipate that the Project Kickoff Meeting will be up to two (2) hours in duration (plus travel time) and will be attended by the Project Manager and Bridge Engineer.

Consultant Project Manager will attend monthly meetings at PP&R offices or via conference call with PP&R Project Manager, as appropriate. Budget assumes no travel time.

Consultant will attend 30, 75 and 100% plan review meetings with PP&R staff at PP&R offices. Meetings will be up to two (2) hours in duration and Sr. Project Manager and Sr. Bridge Engineer will attend.

1.2 Monthly Progress Reports

The Consultant will prepare monthly progress reports including a summary of work completed, and financial status of project budget. These will be included with the monthly invoice/progress payments.

Deliverable(s):

1. Monthly Progress Report – PDF and/or Hard Copy
2. Monthly Invoices – PDF and/or Hard Copy

2. PROJECT WORK PLAN

The work plan will be prepared in Gantt chart format and will include the project schedule of tasks and responsibilities with specific sub-tasks, and will show significant milestones and deliverables.

Deliverable(s):

1. Draft Project Work Plan within seven (7) calendar days following Notice to Proceed (NTP)

3. PRE-DESIGN

Consultant will assemble and review readily available relevant information about the project area. Data to be reviewed include, but are not limited to previous reports, record drawings, historical park information, code sections, utility information/easements, environmental conditions, anticipated permit applications, land use reviews, the Johnson Creek Plan District zoning regulations, and the Johnson Creek Basin Protection Plan. Documents originating from the City of Portland will be listed by title and date and provided to PP&R. Copies of documents from outside sources will be provided to PP&R. Examples of potential data sources include the City of Portland BES, PP&R, local watershed groups, Oregon

Department of Fish and Wildlife, and the National Marine Fisheries Service and other similar sources that may be accessed via the internet.

Collection and review of existing relevant information and site specific data will be completed within four weeks. Geotechnical exploration may require additional time depending on availability of local drilling contractors.

Deliverable(s):

1. Summary memorandum to document the assemblage of relevant information described under this task. – Word or PDF format –
2. Copy of non-PP&R provided relevant information
3. Assemblage of information – Word or Excel or PDF format
4. Existing conditions plan - PDF format and, DGN or DWG format with layers, levels, and symbology according to PP&R standards – to be included in 30% Design submittal.
5. Summary of Opportunities & Constraints from information gained through the entire Technical Investigation phase – Word or PDF format – to be included with 30% Design submittal

4. ESTABLISH ORDINARY HIGH WATER (HARPER HOUF PETERSON & RIGHELLIS) (HHPR)

For this task, the Consultant will:

1. Establish the ordinary high water mark within the project area.
2. Flag the ordinary high water mark for surveyors.
3. Complete a non-protocol botanical survey and description of the conditions along the project OHWM.
4. Prepare one technical memorandum that will include:
 - Brief summary of available OHWM information
 - Location map
 - Summary of finding and conditions along the OHWM in the study areas
 - Site map showing OHWM boundaries
 - Site and aerial photographs with captions
 - Literature citations

Deliverable(s):

- Final OHWM report, delivered digitally.

5. ENVIRONMENTAL PERMITTING AND LAND USE REVIEW

Permits will be acquired before the project's scheduled construction advertisement date. Permit applications and land use review documents prepared under this task will be

submitted to CLIENT in draft form within two weeks following completion of 30% design. Regulating agencies and corresponding deliverables for this task includes the following agencies and their permit applications and/or land use reviews:

- City of Portland Bureau of Development Services – Environmental Land Use Review(s) and Site Development Permit(s)
- City of Portland Urban Forestry - Tree Permit(s)
- State of Oregon Department of State Lands –Joint Permit Application(s) (same as Army Corps of Engineers) and/or General Authorization application(s)
- United States Army Corps of Engineers –Joint Permit Application(s) (same as Dept. of State Lands)
- State of Oregon Department of Environmental Quality - Section 401 Water Quality Certification(s)

The following subtasks will be performed by the Consultant:

5.1 Environmental Permitting (Exeltech)

For this task, Consultant will:

1. Attend one Early Assistance Meeting with the Bureau of Development Services at City of Portland offices.
2. Attend one Pre-Application Meeting and up to one (1) follow-up with the Streamlining Team at City of Portland offices
3. Attend Urban Forestry Pre-Design Meeting at City of Portland offices.
4. Prepare a Permitting Strategy document summarizing the following:
 - a. Which permit applications and/or land use review approvals (including BDS building/site development permits) are necessary for each site, including a brief description of why the given permit applies;
 - b. What documents, data, and/or information is required to produce a complete application for each permit and/or land use review application; and
 - c. Anticipated timelines for the development of each permit and/or land use application, application review(s), revision(s), and time for obtainment. Show how the above timelines will integrate with the overall project schedule.
5. Prepare Joint Permit Application package for submittal to the Oregon Department of State Lands (DSL) and US Army Corps of Engineers (USACE).
6. Prepare SLOPES Project Notification forms for submittal to the USACE and for compliance with Section 7 of the Federal Endangered Species Act.

Deliverable(s):

1. Permitting Strategy Document

2. Draft and Final Joint Permit Application package, including ESA documentation

5.2 Land Use Review (HHPR)

For this task, the Consultant will:

1. Research the Zoning Code and Portland Maps for zoning requirements
2. Setup and attend an Early Assistance Meeting with City BDS staff to verify land use review requirements and process

Deliverable(s):

1. One page summary memo with findings from Land Use Review and Early Assistance Meeting.
2. Early assistance application form and submittal to the BDS.

5.3 Site Development Permit (HHPR)

For this task, the Consultant will:

1. Compile plans and application form and submit Site Development permit application to the City of Portland BDS
2. Follow up on checksheet comments and exchange updated plans at the BDS plan center.

Deliverable(s):

1. Site Development permit application to be delivered to PPR PM and BDS

5.4 Arborist Services (Morgan Holen & Associates) (MHA)

For this task, the Consultant will:

1. Attend project kickoff meeting to review the project work plan and schedule, and discuss anticipated items of concern. Arborist will attempt to include the Urban Forester assigned to this project in the meeting.
2. Assist with identifying the development impact area and 25-foot buffer zone surrounding the development impact area at each site.
3. For each of the two sites, perform one site visit to visually assess existing trees and collect tree inventory data within the delineated development impact area and 25-foot buffer zone, and create tree inventory worksheets (including common name, scientific name, diameter at breast height, root protection zone, tree location, tree condition, and potential impact to each tree from proposed project) with each tree keyed to the site survey. Submit the tree inventory worksheet to the design team to inform site design.

4. Conduct an on-site meeting during the 30% Design phase with the Urban Forester assigned to this project to review the tree inventory worksheets for each site, discuss design alternatives and preliminary recommendations for tree removal and protection, and gain an understanding of what will be required in order to successfully comply with Title 11 and complete the tree permitting process.
5. Develop a tree plan drawing to illustrate tree removal and protection. If needed, develop Performance Path tree protection specifications per Title 11. Submit revised tree inventory worksheets including treatment recommendations for tree removal and protection and mitigation requirements.
6. Review Construction Documents at 75% and 100% design, assess potential impacts to existing trees, and provide comments as needed regarding tree removal and protection. Provide revised tree inventory worksheets if needed.

Deliverable(s):

1. Tree inventory worksheets for each site.
2. Meeting notes for all meetings with the City's Urban Forester.
3. Tree plan drawing details and notes.

5.5 Cultural Resources (Heritage Research Associates) (HRA)

For this task, the Consultant will:

To identify and assist in avoiding or minimizing effects to cultural resources that may be in the area, an archaeological survey and records review will be carried out for the project area. Discovery probing along the banks at the bridge locations is not included in the present scope under the assumption that identification of the presence/ absence of buried archaeological deposits in the project area will not be required for project planning purposes. The investigation will be conducted to meet applicable federal and state compliance requirements regarding cultural resources.

5.5.1 Background Records Search

The Consultant will provide a standard review of records and literature for the project area and vicinity. Prehistoric site records are on file in Salem at the State Historic Preservation Office (SHPO). Heritage will also consult historical land records on file at the BLM Archives, as well as Sanborn insurance maps as available for the project vicinity. The area will also be reviewed for potentially significant above-ground resources. Because of our previous work in the area, Heritage already has on file much of the primary literature and map resources pertaining to the area; limited updating will be necessary. Contacts with appropriate Tribes and the Corps of Engineers will be made at the direction of the City. It is assumed that review or evaluation for above-ground historic resources will not be necessary for this project.

5.5.2 Field Survey

Inspection of the project area by an archaeologist at intervals of 10 meters or less to define any evidence of sites that may be visible on the surface (i.e., fire-cracked rocks, stone chips, tools, early historical materials, etc.). Any archaeological sites and isolated finds encountered in the project area will be recorded on Oregon SHPO record forms.

Should sites or potential site areas be discovered, additional probing may be necessary to define their horizontal and vertical extent to ensure project avoidance, but it is also likely that sites will not be present if the area has been subjected to substantial construction disturbances (from previous bridge installation), erosion, or other impacts. This additional work to define sites or potential site areas or to conduct subsurface discovery probing is not covered by this proposal. Assessment of site significance is also not included as a part of this scope of work.

Deliverable(s):

1. Copy of the State Archaeological Permit
2. Project report, include both the results of the background literature search and the results of the field survey. Recommendations will be made as warranted by the survey and probing results

6. GEOTECHNICAL (SHANNON & WILSON)

Consultant work will include site subsurface investigation, development of geotechnical design parameters and engineering recommendations for the proposed bridge foundations, and development of geotechnical construction considerations. Consultant will summarize geotechnical findings in a geotechnical engineering report. The geotechnical scope of services will consist of review of existing data and site reconnaissance, subsurface explorations and laboratory testing, geotechnical engineering analysis, geotechnical report preparation, review of geotechnical related plans and specifications, and construction support.

6.1 Review of Existing Data and Site Reconnaissance

Consultant will review available existing data provided by agency including, but not limited to, bridge as-built drawings, previous geotechnical reports, and available in-house borings in the project vicinity. Consultant will conduct a geologic reconnaissance of the site. Consultant will identify the geologic conditions at the project site, any geologic hazards present and their impacts to the proposed project elements. Proposed boring locations will be staked or painted on the ground.

Deliverable(s):

1. Site reconnaissance notes

6.2 Field Exploration and Laboratory Testing

Consultant will conduct a total of two (2) drilled borings with a small drill rig that will be transported by gator and hand at the approximately locations of the west bridge

abutments. Disturbed and undisturbed samples will be collected at 2.5-foot intervals to a depth of 15 feet and at 5-foot intervals between 15 and 25 feet. All field work will be observed and recorded by a geologist or geotechnical engineer. Consultant will drill two hand auger borings up to 15 feet at the east bridge abutments to verify the soil conditions. During drilling activity, Consultant will allow collection of soil samples by City of Portland staff for contamination analysis.

Consultant will perform laboratory tests on disturbed and undisturbed soil samples obtained from the explorations to characterize the subgrade soils and to develop soil parameters for slope stability analysis and the trail embankment and bridge foundation design. The laboratory testing may consist of up to six (6) moisture content measurements, two (2) particle size distribution analyses, two (2) Atterberg Limit determination.

Deliverable(s):

1. Boring logs, locations, and site conditions to be included in the 30% Geotechnical Engineering Report.
2. Laboratory test results to be included in the 30% Geotechnical Engineering Report.

6.3 Geotechnical Engineering Analysis

Consultant will complete a geotechnical analysis, provide design parameters and provide design and construction recommendations based upon the field investigation and laboratory test results. The engineering evaluation and analyses will be performed in accordance with the IBC 2015. The geotechnical analysis will include the following:

1. Recommendations for earthwork including site preparation, excavation, cut and fill slopes, structural fill material, fill placement, compaction, and wet weather construction; An evaluation of onsite materials for use as structural fill onsite and in the trail embankment;
2. A site-specific seismic hazard evaluation will be performed including the peak horizontal acceleration on rock for 2475-year return period ground motion (IBC2015), applicable Seismic Performance Category, and site hazards due to potential liquefaction and lateral spreading;
3. Evaluation and development of recommendations for bridge foundation design;
4. Design and construction recommendations for fills and approach embankments including global stability, settlement, and bearing capacities.

Deliverable(s):

1. Geotechnical analysis results and all design and construction recommendations to be included in the 100% Geotechnical Design Report

6.4 Geotechnical Engineering Report

The Geotechnical Engineering Report will be prepared in accordance with the most current version of the ODOT foundation design and report writing guidelines.

Deliverable(s):

1. 30% Geotechnical Engineering Report that includes a summary of field investigations, analysis results, and recommendations. Comments on the 30% report will be addressed in the 100% Geotechnical Engineering Report
2. Draft 100% Geotechnical Engineering Report
3. Final 100% Geotechnical Engineering Report

6.5 Review of Geotechnical Related Plans and Specifications

Consultant will review geotechnical-related plans and specifications. Consultant will review the incorporation of geotechnical data and recommendations from the Final Geotechnical Engineering Report into the 100% PS&E.

Deliverable(s)

1. Provide review comments on the design plans

7 SITE SURVEY (HHPR)

For this task, the Consultant will:

Conduct topographic survey per the project limits defined in the Project Description.

1. Topographic survey will be on State Plane Coordinates and tied to the nearest COP benchmark.
2. Location of property lines, easements, or survey monuments of record will not be included in this survey
3. No survey monuments will be disturbed as part of the project

Deliverable(s):

1. Topographic Survey in AutoCAD format

8 HYDRAULIC ANALYSIS (HHPR)

For this task, the Consultant will:

1. Research existing floodplain analysis completed in the area and request existing model data from FEMA. Update model with topographic survey sections at bridge locations.

2. Complete an analysis of the proposed modifications to the hydrology and hydraulics of the basin including floodplain impacts. The analysis will be based on the existing floodplain model as developed above. Analysis will be completed for up to three alignment options. Results including scour analysis will be summarized in a Hydraulics Report.

Deliverable(s):

1. Baseline Hydrology and Hydraulics Memorandum documenting baseline assumptions and modeling
2. Draft Hydraulics Report
3. Final Hydraulics Report

9 PUBLIC INVOLVEMENT

The Consultant will provide materials for, and participate in, up to two community outreach events (Sr. Project Manager will attend) to familiarize the public with the project to and solicit responses to the conceptual designs and the types of materials and layouts that would be most appropriate. Meeting materials will illustrate the overall improvement strategy and identify the technical approach to the project.

Deliverable(s):

1. Up to eight (4) color presentation graphics (11"x17" pdf) (CLIENT will print)

10 PROJECT DESIGN

10.1 30% Design

Using information gathered in the Pre-Design Task, the Consultant will develop three distinct design alternatives for each proposed bridge and associated trail alignments. Alternatives will be presented in sketch format with conceptual plan, elevation and section views and will include some site features to provide context and location relative to sensitive features. The alternatives drawings will be accompanied by a matrix to describe and illustrate the strengths and weaknesses of various design approaches for review. There may be some common design elements among the alternatives, but there will be substantive differences to allow reviewers distinct choices.

Upon selection of the preferred alternative, the Consultant will proceed with preparation of 30% Construction Documents. Based on PP&R selection of the preferred design alternatives for each site, site constraints, and permitting requirements, Consultant will prepare construction documents to 30% level of completion. The 30% plan set will include a preliminary construction cost estimate and technical specifications table of contents and draft sections in Portland Standard Specifications format.

The Consultant will make efforts to utilize sustainable trail design concepts and principles, especially as they apply to drainage and erosion control issues around the bridge abutments and trail sections adjacent to the bridges.

Deliverable(s):

1. Three conceptual design sketches for each bridge site showing proposed bridges, and trail connections and alignments in plan, elevation, and section views.

10.1.1 Civil Design

The Consultant will design the approaches to the proposed structures to be ADA compliant. Up to three alternative alignments for each structure will be presented to the CLIENT for selection of the preferred alignment. Design effort for 30% will include trail alignment plan and profile alternatives.

Deliverable(s):

1. 30% design drawings in half-size and full-size PDF format; DWG or DGN format with layers, levels and symbology according to PP&R standards
2. Detailed 30% design opinion of probable cost in Excel or PDF format

10.1.2 Pedestrian Bridge Design

Three alternatives for each structure will be presented to the CLIENT for selection of the preferred bridge design. The preferred bridge design alternative will be developed to 30% preliminary design plans to show the bridge type, size and location, horizontal and vertical alignments, and typical sections. Geometric calculations will be performed for the preferred design to completely define the bridge geometrics. Preliminary structural design calculations will be performed to conceptually size the structural members.

Deliverable(s):

1. 30% design drawings in half-size and full-size PDF format; DWG or DGN format with layers, levels and symbology according to PP&R standards
2. List of proposed commercially available products and materials
3. Detailed 30% design opinion of probable cost in Excel or PDF format

10.1.3 Landscape Architecture (HHPR)

For this task, the Consultant will:

1. Prepare a site analysis graphic
2. Prepare three (3) schematic design alternative graphics with opportunities and constraints
3. Prepare one (1) final design graphic of the selected preferred design for each site.
4. Prepare meeting materials and attend up to two (2) outreach events
5. Attend up to four (4) meetings – notes will be prepared by CONSULTANT.

Deliverable(s):

1. Up to eight (8) color graphics for presentation at meetings. Graphics will be created in Adobe Creative Suite and printed by Consultant
2. Up to 2 Presentation boards for the chosen design options

10.1.3.1 Landscape Architecture 30% Construction Documents

The Consultant will prepare 30% CD landscape drawings for the preferred alternative.

The Consultant will attend meetings as needed, including the early assistance meeting.

Deliverable(s):

1. 30% Planting plan
2. 30% Project Technical Specifications Table of Contents in Portland Standard Specifications format. Word or PDF format.
3. Landscape Cost estimate

10.2 75% Design

Upon authorization from the CLIENT Project Manager, The Consultant will progress the 30% design to a 75% design level. Requirements for 75% Design will be similar to those of the 30% Design requirements, but will also include written responses to, and incorporation of, all 30% design review comments. These plans will include development as described in the sheet list shown in Table 1. In addition to the required 75% drawings set, Exeltech will prepare a detailed cost estimate, a bid form, and a full set of technical specifications in Portland Standard Specifications format as coordinated with the City's most current version of General Conditions of the Contract for Construction.

Deliverable(s):

1. Written responses to 30% review comments – Excel format
2. 75% Construction Drawings – Full-size PDF format; half-size PDF format; DGN or DWG format with layers, levels, and symbology according to PP&R standards.
3. 75% Technical Specifications – Portland Standard Specifications format, including City's General Conditions and Division One specifications; Word or PDF format
4. Revised 75% package of proposed products and materials, including weblinks for each copied onto a CD
5. Detailed 75% cost estimate – Excel or PDF format copied onto a CD
6. Final geotechnical report – Word or PDF format
7. Written meeting summaries for all meetings attended – Word or PDF format

10.3 Constructability Review

With the 75% PS&E submittal, the Consultant will have an experienced independent Engineer from the Consultant Team review the PS&E. The 75% plans will be used for the review, and will be checked for coordination with existing facilities, site constraints, known utilities, construction staging, construction access, and various other constructability issues that are site specific. This review will be limited to 10 hours.

Deliverable(s):

1. 75% plans review comments – PDF Copy

10.4 100% Final Design Plans

Upon authorization from the CLIENT Project Manager, the Consultant will proceed with 100% design. The Consultant will prepare a detailed construction cost estimate and bid form and will provide written responses to 75% design review comments.

Based on 75% review comments, permitting requirements, and project budget, Exeltech will prepare complete construction documents for the City's formal bidding process, including drawings and technical specifications in Portland Standard Specifications format. These plans will include development as described in the sheet list shown in Table 1.

There will be a three week review period in which PP&R stakeholders review the 100% documents. Exeltech will apply 100% review comments to the Bid Set.

Deliverable(s):

1. Written responses to 90% review comments – Excel format
2. 100% Construction Drawings – Full-size PDF format; half-size PDF format; DGN or DWG format with layers, levels, and symbology according to PP&R standards.
3. 100% Technical Specifications – Portland Standard Specifications format, including City's General Conditions and Division One specifications; Word or PDF format
4. Detailed 100% CD cost estimate – Excel or PDF format
5. 100% Bid Form – Excel or PDF format
6. Written meeting summaries for all meetings attended – Word or PDF format

11 BID PHASE

11.1 Bid Set Preparation

The Consultant will prepare bid sets that contain drawing and specification revisions to date, as well as all permit revisions. The Consultant will assist the CLEINT with preparation of the bid form, unit price schedule, Supplemental

General Conditions, contractor pre-qualification requirements, and other contract requirements for the bid documents. The Consultant will also prepare a complete bid package for a construction scope that meets the available not-to-exceed construction budget allocation. Bid sets will include the geotechnical report stamped by a geotechnical engineer licensed in the State of Oregon, and all required permits (approved) and land use review approvals.

Deliverable(s):

1. Bid Set – PDF format
2. Other bidding documents, as described in the task description; PDF format; hard copies as needed with bid set

11.2 Advertisement through Notice to Proceed

The Consultant will provide support to the CLIENT during the project advertisement for construction bids period through the contractor's notice-to-proceed. Services will include:

- Attend the pre-bid meeting
- Review material substitution requests
- Provide responses to bidder questions and requests for clarification
- Prepare addenda (1)
- Produce a bid result acceptance recommendations memo
- Update electronic Construction Documents with all addenda items
- Provide a conformed set of Construction Documents which includes all addenda items

Deliverable(s):

1. Bid Addenda – Word or PDF format
2. Substitution Requests review and response
3. Recommendations memo regarding bid results – Word or PDF format
4. Conformed construction set, incorporating all bid addenda revisions – PDF format; six hard copies with half-size plan sets; one full-size plan set only

12 CONSTRUCTION PHASE SERVICES

This phase begins upon the construction contract notice-to-proceed issuance and extends through project close-out.

12.1 Engineer of Record (EOR) Services

The Consultant will provide Engineer of Record (EOR) construction support services to include:

- Review the Contractor's approach to the project in their Work Plan.
- Review shop drawings that are anticipated to be provided to Contractor at the pre-construction meeting.
- Review and respond to Requests for Information (RFI's) on the project and provide clarification and interpretation of contract specifications and drawings.
- Review of project materials submittals, including catalog cuts, specifications, material certifications, welding procedures, and other submittals required by the contract.
- Review Contractor proposed construction materials, methods and procedures for the various components of the project.
- Review Change Orders.
- Review the Contractor's Environmental Compliance submittals, including the SPCC/Erosion Control Plan and Environmental Compliance with applicable project permit requirements.

12.2 Construction Support

The Consultant will:

- Provide a complete spreadsheet of required submittals (including close out submittals) per PP&R format, for a tracking log
- Attend pre-construction meeting
- Attend weekly project meetings with the contractor and site observation visits during construction
- Prepare the agenda, keep meeting minutes, and the action item list for each project meeting
- Write weekly site observation reports
- Log and track all Project submittals, RFI's, traffic control plans, change orders, payment requests, certified payrolls, and other required documents for compliance
- Provide inspection of on-site construction methods, products, materials, and activities for conformance with the project plans, specifications, contract documents, submittals, and applicable codes and design standards
- Document all observed non-conforming work and make recommendations to the City for corrective measures
- Track Request for Approval of Materials
- Process the requests for sublet
- Review, respond, and monitor, to the Erosion Control Plan
- Resolve day-to-day construction disputes, prepare and negotiate claims, change order costs, and time extensions with or on behalf of the City, as needed

- Communicate with the contractor through PP&R Construction Manager or PP&R Project Manager
- Provide clarification to construction documents as necessary
- Conduct substantial completion walk through and punchlist
- Conduct final completion walk through and punchlist
- Track all drawing and specification changes throughout the construction process in the electronic files for ease of compiling Record Drawings during Close-Out.
- Review construction close-out submittals and provide comments on their accuracy and completeness. Close-out submittals include, but are not limited to:
 - contractor-provided marked-up as-builts
 - project closeout manual
 - warranties
 - spare parts submittals
- Produce electronic record drawings per PP&R standards that include all changes made to the conformed construction document during the construction phase.

13 ADDITIONAL SERVICES (TO BE NEGOTIATED AT A LATER DATE)

It is understood that significant economies of scale and cost savings for PP&R may be achieved by conducting field studies such as geotechnical and hydraulics investigations, and developing plans and permits for two additional pedestrian-only bridges in Westmoreland Park under this Scope of Services. Additional services may include, but are not limited to:

- Plans, permits, geotechnical, hydraulics, and cultural resources investigations, and survey for two additional pedestrian bridges.

Table 1: Assumed Design Sheet List

Sheet No.	Sheet Name	30%	75%	100%
1	Title Sheet w/ Sheet Index and Legend	X	X	X
2	Trail Section / Details	X	X	X
3	Existing Conditions/Site Preparation Plan / Erosion Protection Details	X	X	X
4	Plan and Profile / Drainage / Utilities	X	X	X
5	Site Restoration Plan			X
6	Bridge Layout and General Notes 1 of 2	X	X	X
7	Bridge Layout and General Notes 2 of 2		X	X
8	Foundation Layout	X	X	X
9	Abutments 1 of 2		X	X
10	Abutments 2 of 2		X	X
11	Typical Section	X	X	X

Portland Parks & Recreation
Westmoreland Park Pedestrian Bridge Replacements

Exeltech Consulting, Inc.
Scope of Services

12	Framing Plan		X	X
13	Girders		X	X
14	Deck		X	X
15	End Diaphragm		X	X
19	Utility Hanger Details		X	X
20	Bridge Railing		X	X

SUB EXHIBIT B
Westmoreland Park Pedestrian Bridge

Exhibit B-1: Summary of Cost Per Consultant

Task	Exeltech	HHRP	MHA	S&W	HRA	Total
1. PROJECT MANAGEMENT	\$5,476.06					\$5,476.06
1.1 Project Meetings	\$10,376.28					\$10,376.28
1.2 Monthly Progress Reports and Invoices	\$3,749.70					\$3,749.70
2. PROJECT WORK PLAN	\$920.86					\$920.86
3. PRE-DESIGN	\$1,136.06	\$2,893.96				\$4,030.02
4. ESTABLISH ORDINARY HIGH WATER		\$1,780.74				\$1,780.74
5. ENVIRONMENTAL PERMITTING AND LAND USE REVIEW						
5.1 Permitting	\$12,198.12					\$12,198.12
5.2 Land Use Review (HHRP)	\$333.66	\$1,690.96				\$2,024.62
5.3 Site Development Permit (HHRP)		\$3,051.12				\$3,051.12
5.4 Arborist Services (MHA)	\$333.66		\$3,600.00			\$3,933.66
5.5 Cultral Resources (HRA)	\$333.66				\$5,000.00	\$5,333.66
6. GEOTECHNICAL ENGINEERING (S&W)						
6.1 Review of Existing Data and Site Reconnaissance	\$166.83			\$745.00		\$911.83
6.2 Field Exploration and Laboratory Testing				\$2,385.00		\$2,385.00
6.3 Geotechnical Analysis	\$1,322.35			\$4,165.00		\$5,487.35
6.4 Geotechnical Engineering Report				\$3,880.00		\$3,880.00
6.5 Review of Getotechnical Related Plans and Specific				\$880.00		\$880.00
7. SURVEY (HHRP)	\$166.83	\$5,580.66				\$5,747.49
8. HYDRAULICS (HHRP)	\$1,059.19	\$4,468.26				\$5,527.45
9. PUBLIC INVOLVMENT	\$2,502.45					\$2,502.45
10. PROJECT DESIGN						
10.1 30% Design	\$166.83					\$166.83
10.1.1 Civil Design	\$7,317.00					\$7,317.00
10.1.2 Pedestrian Bridge Design	\$19,874.44					\$19,874.44
10.1.3 Landscape Architecture	\$731.70	\$7,514.58				\$8,246.28
10.2 75% Design	\$38,065.71	\$2,864.16				\$40,929.87
10.3 Constructability Review	\$1,339.50					\$1,339.50
10.4 100% Final Design Plans	\$22,667.34	\$2,527.20				\$25,194.54
11. BID PHASE						
11.1 Bid Set Preparation	\$3,208.38					\$3,208.38
11.2 Advertisement through Notice to Proceed	\$13,537.90					\$13,537.90
12. CONSTRUCTION PHASE SERVICES		\$589.68				\$589.68
12.1 Engineer of Record	\$5,571.62					\$5,571.62
12.2 Construction Management Services	\$25,945.19					\$25,945.19
0						
0						
TOTAL LABOR COSTS	\$178,501.32	\$32,961.32	\$3,600.00	\$12,055.00	\$5,000.00	\$232,117.64
Direct Costs	\$927.60	\$678.30	\$104.24	\$4,932.40	\$129.60	\$6,772.14
Escalation						
TOTAL	\$179,428.92	\$33,639.62	\$3,704.24	\$16,987.40	\$5,129.60	\$238,889.78

Task	Exeltech Labor Hours											HHPR										MHA		S&W					HRA				Total All Consultants															
	QA/QC Principal Engineer	Sr. Project Manager	Sr. Structural Engineer	Structural Engineer	Sr. Civil Engineer	Civil Engineer	Environmental Planner	Sr. CADD Technician	Administration	CM Project Manager	CM Project Inspector	CM Project Documentation	0	Total Exeltech Labor Hours	Senior Scientist	Scientist	Land Use Planner	Project Surveyor	Survey Technician	Survey Crew Chief	Survey Instrument Person	Landscape Architect	Quality Control Engineer	Civil Engineer	0	Total HHPR Labor Hours	Consulting Arborist	0	Total MHA Labor Hours	Principal-In-Charge	Project Manager	Project Engineer		Project Geologist	Drafting & Support	0	Total S&W Labor Hours	CR Project Manager	Project Archaeologist	Graphics	Research Asst (Arch/Hist)	Total HRA Labor Hours						
PROJECT HOURS (IN SCOPE)																																																
1. PROJECT MANAGEMENT	2	30											32																																		32	
1.1 Project Meetings		48	18										66																																		66	
1.2 Monthly Progress Reports and Invoices		15						15					30																																		30	
2. PROJECT WORK PLAN	2			4									6																																		6	
3. PRE-DESIGN	2					8							10	4	24	8																															46	
4. ESTABLISH ORDINARY HIGH WATER														6	18																																	24
5. ENVIRONMENTAL PERMITTING AND LAND USE REVIEW																																																
5.1 Permitting	8	2	4		8	80	12						114																																		114	
5.2 Land Use Review (HHPR)	2												2			8						8																									18	
5.3 Site Development Permit (HHPR)																24																																24
5.4 Arborist Services (MHA)	2												2														24		24																		26	
5.5 Cultral Resources (HRA)	2												2																													4	36	6	4	50	52	
6. GEOTECHNICAL ENGINEERING (S&W)																																																
6.1 Review of Existing Data and Site Reconnaissance	1												1																	1	4							5									6	
6.2 Field Exploration and Laboratory Testing																															3		18						21									21
6.3 Geotechnical Analysis	1	2	6										9																	1	8	24						33										42
6.4 Geotechnical Engineering Report																														1	20	6		3				30										30
6.5 Review of Getotechnical Related Plans and Specifications																														1	5							6										6
7. SURVEY (HHPR)	1												1				10	24	16	16																				66								67
8. HYDRAULICS (HHPR)	1	2	4										7										6	30																36							43	
9. PUBLIC INVOLVMENT	15												15																																			15
10. PROJECT DESIGN																																																
10.1 30% Design	1												1																																		1	
10.1.1 Civil Design						60							60																																		60	
10.1.2 Pedestrian Bridge Design		20	90				54						164																																		164	
10.1.3 Landscape Architecture						6							6									52	6	18																						82		
10.2 75% Design	1	32	108		40		160						341									34																									375	
10.3 Constructability Review												10	10																																		10	
10.4 100% Final Design Plans	2	2	12	58	30	40	34						178									30																										208
11. BID PHASE																																																
11.1 Bid Set Preparation	2		8	8			8						26																																			26
11.2 Advertisement through Notice to Proceed	2	4	12	4	2		10		20			46	100																																			100
12. CONSTRUCTION PHASE SERVICES																																																
12.1 Engineer of Record	2	4	16	2	4		20						48																																			48
12.2 Construction Management Services									24	136	45		205																																			205
TOTAL HOURS (IN SCOPE)	4	140	78	324	48	160	88	298	15	44	136	101	0	1,436	10	42	40	10	24	16	16	131	12	48	0	349	24	0	24	4	40	30	18	3	0	95	4	36	6	4	50				1,954			

**Exhibit B-3: Consultant Fee Determination
Summary Sheet**

**Wesmoreland Park Pedestrian Bridges
Portland Parks & Rec**

Task Description: Prime Consultant

Consultant: Exeltech

Code	Classification	Man Hours		Rate	Dollars
LABOR		Hours			
	QA/QC Principal Engineer	4	x	\$235.58	= \$942.32
	Sr. Project Manager	140	x	\$166.83	= \$23,356.20
	Sr. Structural Engineer	78	x	\$183.02	= \$14,275.56
	Structural Engineer	324	x	\$131.58	= \$42,631.92
	Sr. Civil Engineer	48	x	\$146.80	= \$7,046.40
	Civil Engineer	160	x	\$121.95	= \$19,512.00
	Environmental Planner	88	x	\$100.30	= \$8,826.40
	Sr. CADD Technician	298	x	\$80.96	= \$24,126.08
	Administration	15	x	\$83.15	= \$1,247.25
	CM Project Manager	44	x	\$154.54	= \$6,799.76
	CM Project Inspector	136	x	\$119.18	= \$16,208.48
	CM Project Documentation	101	x	\$133.95	= \$13,528.95
		0	x	\$97.93	= \$0.00
		0	x	\$97.93	= \$0.00
		0	x	\$74.61	= \$0.00
		0	x	\$66.62	= \$0.00
Total Hours					
	Total DSC	1,436			= \$178,501.32
		% Increase		% of Work	
	Labor Escalation for '17				= \$0.00
	Escalated Total DSC				= \$178,501.32
Reimbursables					
Itemized	Quantity	Units		Rate	In Scope
Mileage	1,440	each	@	\$0.54	= \$777.60
Per Diem		each	@	\$215.00	= \$0.00
Reproduction and Printing		copies	@	\$0.15	= \$0.00
Postage and Supplies	15	Est	@	\$10.00	= \$150.00
Misc.		Est	@	\$5,000.00	= \$0.00
Reimbursables Total					\$927.60
Exeltech Subtotal					\$179,428.92
Subconsultant Costs (See Exhibit G)					59,460.86
Grand Total					238,889.78

Exhibit B-4-1
Subconsultant Fee Determination - Summary Sheet
Harper Houf Peterson Righellis Inc.

Wesmoreland Park Pedestrian Bridges
Portland Parks & Rec

Task Description: Landscape Arch, Land Use, Survey, Emt

Consultant: HHPR

Classification	Hours		Labor Rate		Dollars
Senior Scientist	10	x	\$124.35	=	\$1,243.50
Scientist	42	x	\$57.48	=	\$2,414.16
Land Use Planner	40	x	\$127.13	=	\$5,085.20
Project Surveyor	10	x	\$128.09	=	\$1,280.90
Survey Technician	24	x	\$85.79	=	\$2,058.96
Survey Crew Chief	16	x	\$74.98	=	\$1,199.68
Survey Instrument Person	16	x	\$65.07	=	\$1,041.12
Landscape Architect	131	x	\$84.24	=	\$11,035.44
Quality Control Engineer	12	x	\$188.81	=	\$2,265.72
Civil Engineer	48	x	\$111.18	=	\$5,336.64
Total Hours	349				
			Total Direct Labor Cost	=	\$32,961.32
		% Increase		% of Work	
Labor Escalation for '17		0		0	= 0.00
Escalated Total DSC					= 32,961.32

Reimbursables	Quantity	Units	Rate	In Scope
Itemized				
Mileage	145	each @	\$0.54	= \$78.30
Reproduction and Printing	2,000	each @	\$0.10	= \$200.00
FEMA Data	1	each @	\$400.00	= \$400.00
				= \$0.00
				= \$0.00
				= \$0.00
Reimbursables Total				\$678.30
Grand Total				\$33,639.62

Exhibit B-4-2
Subconsultant Fee Determination - Summary Sheet
Morgan Holen & Associates

Wesmoreland Park Pedestrian Bridges
Portland Parks & Rec

Task Description: Arborist

Consultant: Morgan Holen

Classification	Hours	Labor Rate	Dollars
Consulting Arborist	24	x \$150.00 =	\$3,600.00
	0	x =	\$0.00
	0	x =	\$0.00
Total Hours	24	Total Direct Labor Cost =	\$3,600.00
	% Increase	% of Work	
Labor Escalation for '17	0	0 =	0.00
Escalated Total DSC		=	3,600.00

Reimbursables <u>Itemized</u>	Quantity	Units	Rate	In Scope
Mileage	156	each @	\$0.54 =	\$84.24
Per Diem		each @	\$215.00 =	\$0.00
Reproduction and Prin	20	each @	\$1.00 =	\$20.00
Postage and Supplies		each @	\$20.00 =	\$0.00
				\$104.24
Grand Total				\$3,704.24

Exhibit B-4-3
Subconsultant Fee Determination - Summary Sheet
Shannon & Wilson, Inc.

Wesmoreland Park Pedestrian Bridges
Portland Parks & Rec

Task Description: Geotechnical Engineering

Consultant: Shannon & Wilson

Classification	Hours		Labor Rate	=	Dollars
Principal-In-Charge	4	x	\$205.00	=	\$820.00
Project Manager	40	x	\$135.00	=	\$5,400.00
Project Engineer	30	x	\$120.00	=	\$3,600.00
Project Geologist	18	x	\$110.00	=	\$1,980.00
Drafting & Support	3	x	\$85.00	=	\$255.00
	0	x		=	\$0.00
	0	x		=	\$0.00
Total Hours	95				
			Total Direct Labor Cost	=	\$12,055.00
		% Increase			
Labor Escalation for '17		0		% of Work	
				0	=
					0.00
Escalated Total DSC				=	12,055.00

Reimbursables	Quantity		Units		Rate	=	In Scope
Itemized							
Mileage	60		each	@	\$0.54	=	\$32.40
Reproduction and Printing	200		copies	@	\$0.10	=	\$20.00
Drilling & Field Equipment Rental	1		each	@	\$4,240.00	=	\$4,240.00
Laboratory Testing	1		Est	@	\$640.00	=	\$640.00
							\$4,932.40
Grand Total							\$16,987.40

Exhibit B-4-4
Subconsultant Fee Determination - Summary Sheet
Heritage Research Associates, Inc.

Wesmoreland Park Pedestrian Bridges
Portland Parks & Rec

Task Description: Cultural Resources

Consultant: HRA

Classification	Hours	Labor Rate	Dollars
CR Project Manager	4	x \$100.00	= \$400.00
Project Archaeologist	36	x \$100.00	= \$3,600.00
Graphics	6	x \$100.00	= \$600.00
Research Asst (Arch/Hist)	4	x \$100.00	= \$400.00
Total Hours	50		
		Total Direct Labor Cost	= \$5,000.00
	% Increase	% of Work	
Labor Escalation for '17	0	0	= 0.00
Escalated Total DSC			= \$5,000.00

Reimbursables <u>Itemized</u>	Quantity	Units	Rate	In Scope
Mileage	240	each @	\$0.54	= \$129.60
Per Diem		each @	\$215.00	= \$0.00
Reproduction and Printing		each @	\$0.50	= \$0.00
Postage and Supplies		each @	\$20.00	= \$0.00
				\$129.60
Grand Total				\$5,129.60