

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

**CONTRACT NO. _____
West Side CSO Pre-Construction Services**

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Impregilo/Healy Joint Venture, hereafter called Contractor. The City's Project Manager for this contract is Paul Gribbon.

Effective Date and Duration

This contract shall become effective on January 7, 2002 (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on June 30, 2002.

Statement of Work

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
(b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$ 1,082,948 for accomplishment of the work.
(b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.
(c) Facsimile and Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document. After execution, the signature page shall be sent by facsimile transmission and shall be deemed the date on which the party signed the contract. Thereafter, the original signature page shall be sent to the other party to this agreement for their records.

Terms and conditions listed on pages 2 - 4.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Impregilo/Healy Joint Venture
Address: 1910 S. Highland Avenue #300, Lombard IL 60148
Social Security #: N/A
Federal Tax ID #: 36-4483990 State Tax ID #: 1142065-1 Business License # T032403
Citizenship: Nonresident alien Yes No
Business Designation (check one): Individual Sole Proprietorship X 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. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of 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 as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: Felix Cantalejo / Project Director 12/13/2001
Signature/Title Date

CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner:

Elected Official or Delegate _____ Date _____

Approved by Bureau Director:

[Signature] _____ Date _____
Bureau Director

Approved by City Auditor:

City Auditor _____ Date _____

Approved as to form
by City Attorney:
(Rev.07/00)

APPROVED AS TO FORM
Office of City Attorney 12/17/01
[Signature] Date JD

CITY ATTORNEY

West Side CSO Pre-Construction Services Agreement

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**CITY OF PORTLAND
STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

1. Access to Records

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

2. Audits

(a) The City, either directly or through a designated representative, 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 section 1, **Access to Records**. 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 General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) 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 cured.

4. Funds

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

5. Early Termination of Agreement

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.

(b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Contractor 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 subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor shall complete Exhibit B, Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof.

9a. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement.

9b. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement.

9c. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance

Exhibit C is hereby referenced and made a part of this contract.

11. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City.

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

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 Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, if the original contract required an ordinance, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If the original contract did not require an ordinance, the commissioner-in-charge may approve an amendment increasing the amount of compensation, provided the total contract price does not exceed the formal bid threshold amount set annually by the City Auditor. The Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02.030 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement.

20. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by City Project Manager)

22. Arbitration: / X / Not Applicable / ___ / Applicable (consult with City Attorney's Office before finalizing as applicable)

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments-as required by the Agreement for undisputed portions of work.

23. Progress Reports: / X / Applicable / ___ / Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: / X / Applicable / ___ / Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in Exhibit A.

25. Accounting Information:

Contract Managers must complete the following:

****Description of work to be performed:** Pre-Construction Services

Vendor number _____

GL Fund Number 154 Account 567000 Center Code 14522110 Amount _____

PTS: 6680 35 / 24
Project Org. TW

Project Manager Paul Gribbon Phone (503) 230-1283, Ext 102

Payment terms Net 30 days unless otherwise indicated.

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

EXHIBIT A

Statement of the Work and Payment Schedule

This agreement is for Pre-Construction Services for the construction of the West Side CSO Tunnel, Shafts, Pump Station & Pipelines Project. This work is composed of seven major elements:

1. Project Management
2. Design Review and Input
3. Construction Management
4. Schedule & Estimate
5. Project Safety
6. Community Participation
7. Subcontracting

The parties anticipate that satisfactory work under this contract, agreement on the amount of the Estimated Reimbursable Costs and continuation of the joint venture will lead to a construction contract for the Project between the parties provided conditions stated in the Request for Proposal (RFP) are satisfied.

The Contractor will be evaluated on the provisions of these services as outlined in Exhibit D – Consultant Evaluation Form.

SERVICES TO BE PROVIDED BY CONTRACTOR

The Contractor shall provide services specifically to the City of Portland, Bureau of Environmental Services as needed to complete the scope of work detailed below.

COMPENSATION

The total compensation is not to exceed the amount of this agreement. The City shall pay the Contractor for services performed under this Agreement, after the effective date and upon issuance of a Notice to Proceed, in accordance with the Compensation and Payment Schedule outlined in Attachment A to Exhibit A.

SCHEDULE

The Contractor shall complete work under the Pre-Construction Services contract by May 31, 2002. The Contractor shall submit a detailed schedule of its anticipated work for the review of the City's Project Manager within 5 days after the Notice to Proceed. If the schedule is insufficient or inadequate the Project Manager shall notify the Contractor, at which time the Contractor shall revise the schedule accordingly.

CONTRACTOR PERSONNEL

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

| NAME | ROLE ON PROJECT |
|--------------------|--------------------------------------|
| Fulvio Castaldi | Project Director |
| Dick Sage | Project Manager |
| Vernell West* | Labor Relations & M/W/ESB Consultant |
| John Cassidy | Safety Manager |
| Kurt A. Kroner* | Environment Compliance Consultant |
| S. Brundle* | Risk Assessment Consultant |
| Tom Kilmartin | Contract Manager |
| Jim McDonald | Construction Engineer |
| Nicola Della Valle | Construction Manager |
| Guiseppe Quarta | Planning Engineer |
| J. Peregoy | Chief Estimator |
| Antonio Nicola | TBM Works/Technical Advisor |
| M. Terraneo | TBM Works/Technical Advisor |
| G. Carletti | Ground Treatment Technical Advisor |

*Denotes subcontractor/consultants

The Contractor shall not change these personnel assignments without the written consent of the City's Project Manager, which consent shall not be unreasonably withheld. Other personnel are designated on Attachment B to Exhibit A.

SCOPE OF SERVICES

100 PROJECT MANAGEMENT

Prepare a Project Management Plan (PMP) for the contracting team to follow that is consistent with the terms of the West Side CSO construction contract and complements the existing West Side CSO Tunnel, Pump Station and Pipeline Project Design Project Management Plan. The PMP shall identify project scope, individual work elements, specific deliverables, budget, responsible individuals for each work element, staffing required, and schedule requirements incorporating milestones and key deliverables (internal and external). The PMP shall also identify the working relationships with the CSO project design team. The schedule shall use Primavera software. In this contract the term "deliverable" shall mean something that is required to be delivered by the Contractor to the City.

Deliverable: Project Management Plan – 6 Copies

110 Monthly Reports and Invoices

Provide monthly reports to the City's Project Manager to reflect progress, activities during reporting period, earned value against plan, trend changes and any significant issues needing action by the City, Contractor, Design Team or other agencies that will impact scope, budget or schedule. Report to be in a format acceptable to the City.

Reports will summarize decisions made during the reporting period as well as critical issues/decisions to be addressed in the next reporting period. The report's summary of issues to be resolved, alternative solutions, and the Contractor's recommendations will be used to aid the City in reaching decisions about the forthcoming construction project. The reports also shall include an updated schedule for work, budget summary (planned, expended and completed), and an updated total budget forecast.

Reports also shall provide a review of invoices, labor reports, and other expense items and incorporate these items into monthly invoice to the City based on prior month work effort. Provide reviews of allowable expenses, overhead charges and other contract requirements in sufficient detail to permit an audit to demonstrate compliance with the terms and conditions of this contract. Finally, the reports shall include support documentation and backup data to support claimed expenses and as may be further required by the City.

Deliverable: Monthly reports, invoices and support documentation.

120 Project Team Meetings

Attend and participate in weekly progress meetings with City and Project Design Team.

Deliverable: Current timely information to weekly progress meetings on all necessary elements affecting the contract, the design and the project..

130 Contractor Team Meetings

Conduct periodic team meetings with key staff at least once a week and more frequently as required to review status and discuss principal work elements, along with milestones, schedules, and budget for each major scope element (e.g. tunnel, shafts, pipelines, pump station, etc.). Discuss critical work tasks; resolve problems and general management of the pre-construction services, prepare summary of meeting minutes.

Deliverable: Meeting Summaries to be delivered each week.

140 Records Control

Establish a file and documentation control system that is compatible with the City's existing Project Filing system so it can also be used during construction. Ensure information is properly catalogued and filed. File documents will be turned over to BES at completion of this phase.

Deliverable: Proposed filing procedures and numbering approach; documents upon completion of contract.

150 Partnering

Hold a kick-off meeting where City, Contractor and Design staff will meet and discuss approaches to working together.

Deliverable: Partnership Charter

200 DESIGN REVIEW AND INPUT

The objective is to participate in the completion of the project design.

210 Design Support

Participate as a member of the design team to advise, assist and provide recommendations to the City and the Project Designer on all aspects of the planning and construction of the work.

Review design documents and suggest modifications to improve completeness or clarity. Provide input and advice with respect to construction feasibility, alternative materials/methods, and long lead material procurements.

Provide input to the City and Project Designer regarding current construction industry practices, labor market, and materials availability.

Provide input regarding utilities, construction limits, timing/sequence, and best way to get the work done.

Work with City to identify needed utility potholing. Complete field visits as necessary to confirm and verify information.

Attend a formal Technical Review Meeting of the design at the end of January.

Deliverable: Written review comments on project documents using a project comment form that is provided by City.

220 Construction Staging & Operations

Identify construction staging needs and proposed operating plans, including, but not limited to matters such as acreage, proposed sites, duration of use, type of use/activity, traffic control plans, traffic impacts, haul routes, employee parking area requirements and arrangements. Information shall be summarized by work area.

Summarize information in the form of a technical memorandum, including appropriate drawings/figures. Memorandum must be reviewed and approved by the City prior to finalizing.

Provide input to the City and Project Designer regarding traffic control plans for construction. The City will incorporate traffic plans into the contract document. Actual CAD work to generate the drawings will be provided by the City.

Deliverable: Written construction staging needs by area, technical memorandum, review comments regarding traffic control plans

230 Geotechnical Baseline Report

Based on information provided by the City and the Project Designer document the anticipated ground behavior for shafts, tunnels and microtunnels. The Contractor and Designer will co-author sections of the "Geotechnical Baseline Report".

Identify areas where additional geotechnical information is to be collected.

Deliverable: Written Comments and Concurrence of Geotechnical Baseline Report. Report to include summary/analysis of anticipated ground behavior for shafts, tunnel, and microtunnels.

240 Risk Assessment

Facilitate a joint meeting between the City, Project Designer and key Contracting Staff to develop a mutually agreeable list of project risks and likely occurrences. This list will then be used to prepare the Risk Assessment for the project, completed by others.

Deliverable: Attend and Participate in Risk Assessment Meeting. Prepare, facilitate and summarize meeting.

250 TBM Requirements

Work with the City and Designer to document the specifications and features of the TBM needed for the project.

Solicit and review TBM proposals from manufacturers with the intent to order a TBM at the start of construction.

Identify slurry separation, muck handling and disposal, and tunnel segment manufacturing locations.

Deliverable: Memorandum outlining Specifications and Features for TBM including separation equipment, muck handling and disposal, and tunnel segment manufacturing.

Submit Proposals from TBM manufacturers with Contractor recommendations.

260 Permits

Review list of permits to be obtained by the City and identify additional required permits for construction of the project. Develop a mutually agreeable list of required permits, including permitting agency, scope of permit, element of project requiring permit, permit requirements, cost of permit, time requirement to secure permit and critical path date for submittal of permits. Identify permits to be secured by Contractor and those to be secured by the City.

Provide needed information for completion of permits.

Submit and secure permits identified as the Contractor's responsibility, needed prior to commencement of construction.

Deliverables: Permit List, Permits as Required prior to commencement of construction

270 Construction Phasing

Work with the City to develop detailed construction phasing diagrams for work on the tunnel, shafts, Swan Island Pump Station, Peninsular force mains, Balch Conduit, SW Parallel Interceptor Segment 3, and ancillary piping. The construction phasing drawings shall include information such as equipment and shall be coordinated with the project schedule.

Deliverable: Input on Construction Phasing Diagrams, City to provide CAD for final phasing diagram.

300 CONSTRUCTION MANAGEMENT

310 Construction Management Plan

Develop with the City, a mutually acceptable joint Project Construction Management Plan. City will take lead role in development of document.

Deliverable: Written review comments and development of key section as appropriate.

320 Project Quality Assurance/Quality Control Plan

Develop with the City, a mutually acceptable joint Project Quality Assurance/Quality Control Plan including inspection and material testing. City will take the lead in preparation of the document.

Deliverable: Provide written review comments and development of plan as necessary.

330 Project Document Control Program

Develop with the City, a mutually acceptable joint Project Document Control Program designed to utilize the City's electronic project management software system. City will provide information for Contractor review and comment.

Deliverables: Written comment on Project Document Control Program

400 SCHEDULE AND ESTIMATE

410 Construction Schedule

Develop with the City a mutually agreeable Cost and Resource Loaded Critical Path Method Schedule using Primavera software. Utilize the work breakdown structure developed for the estimate.

Provide supporting documentation including a schedule of values, assumed progress rates, equipment, and labor.

Deliverable: Cost and Resource Loaded Critical Path Schedule using Primavera software

420 Construction Estimate

Develop a mutually agreeable work breakdown structure in order to create the Estimated Reimbursable Cost.

Develop a mutually agreeable equipment list and perform an equipment payment analysis to determine the most cost effective method of equipment payment.

Develop a mutually agreeable material estimate of quantities ("takeoff") including both construction and permanent materials.

Develop with the City a mutually agreeable detailed Estimated Reimbursable Construction

Deliverables:

- *Work Breakdown Structure*
- *Material Takeoff, both construction material and permanent material*
- *Equipment List and Equipment Payment Analysis*
- *Estimated Reimbursable Construction Cost*
- *Notebook of assumptions regarding what is included in the cost estimate*
- *Labor costs*

430 Project Cost Control System

The Contractor shall submit and demonstrate a proposed Cost Control System to be used during the construction phase, including type of reports that will be generated, frequency of reporting, formatting of reports, and system operations. The Contractor shall demonstrate the use and submit example cost reports for the City's review and comment within eight weeks after the commencement of the Pre-Construction Services contract. The City will review the reports and cost control system and provide written comments, including any additional reports that need to be generated, to the Contractor. The Contractor shall review and evaluate the City's comments and develop a mutually agreeable list of action items to address the City's review comments. Implementation of the action items will result in a Project Control System which will be set up at the conclusion of negotiations for the Construction phase of the work. .

Deliverables:

- *Cost Control System Operator/User Manual*
- *Example Reports*
- *Demonstration of Cost Control System*
- *List of Action Items for Development of Project Cost Control System*

500 PROJECT SAFETY

510 Hazard Assessment

Assist the City in identifying and analyzing the hazards, exposures and risks of the Project and of the planned means and methods of construction.

Deliverable: Memorandum of Hazards, Risks and Exposures

520 Corporate Health and Safety Plan

Within four weeks after Notice to Proceed of Pre-Construction Services, submit 5 copies of the Contractor's Corporate Safety and Health Program for review by BES. The purpose of the review will be to ensure that documents meet or exceed applicable regulations are included in the program. It is expected that Contractor's resources dedicated during the Pre-construction Services will be utilized to develop only-site specific safety program elements.

Deliverable: Contractor's Corporate Safety and Health Program

530 Health and Safety Plan for Project Site

The construction Contractor for the Project will be responsible for compliance with all OSHA requirements and other applicable laws, rules and regulations that require employers to provide a safe and healthy workplace. Therefore, as part of this contract, the Contractor shall prepare a site-specific health and safety plan for ultimate use on the Project. The plan must include the following:

- a) Identification of the specific hazards, exposures and risks of the Project, and detail the means/methods the Contractor will use for eliminating and controlling the hazards, exposures and risks.
- b) All the information as required in Paragraph 2.3.3 of the General Construction Safety Provisions (GCSP), Appendix I of the RFP.

Deliverable: Site Specific Safety and Health Plan

540 General Construction Safety Provisions Review

Review the GCSP and make recommendations for incorporating any additional specific and/or unique safety requirements required by the hazards, exposures and risks of the Project, and of the planned means and methods of construction, and for condensing and enhancing the GCSP.

Deliverable: Memorandum Summarizing Review and Comments on GCSP

550 Safety Training Program

Develop a safety-training program that meets applicable regulations and the requirements identified in Appendix F and I of the Request for Proposals.

Deliverable: Safety Training Program Guidelines for Project

600 COMMUNITY PARTICIPATION

610 Project Information

Provide on-going project and construction progress information for distribution. Information includes:

- Maps of construction areas, proposed traffic detours, and proposed construction haul routes, as needed
- Project construction timeline and schedule activities
- Construction Contact Person

Deliverable: Information as requested

620 Community Presentations

Attend community meetings with the City and assist with providing project information associated with construction. Contractor must be prepared to discuss:

- Project purpose, overview and timeline
- Construction issues
- Construction routes and traffic plans
- Mitigation measures to address project impacts
- Resolution of community concerns and ideas

Deliverable: Information as requested.

630 Site Visits

Where appropriate, attend site visits with City staff to resolve issues. The purpose of these visits is to discuss the project and identify and resolve construction issues, such as access, parking, construction hours and impacts, noise concerns, traffic management and construction staging and haul route issues.

Deliverable: Summary/Record of Site Visits

700 SUBCONTRACTING

The Contractor will be responsible for identifying divisions of work for subcontracting. As part of the outreach effort, this work shall include Minority, Women and Emerging Small Business (M/W/ESB) subcontracting opportunities.

710 Identification of Subcontracting Opportunities

Develop with the City a mutually agreeable list of subcontracting opportunities. Include identification of scope of subcontracting opportunity, estimate cost/value of work, specialty needs, and schedule requirements. Clearly identify those opportunities, particularly those which affect the critical path schedule of the project. Identify subcontracting opportunities and needs that should be addressed or acquired during this pre-construction services contract and before construction commences.

Deliverable: Memorandum of Subcontracting Opportunities

720 M/W/ESB Program Construction Plan

Prepare a M/W/ESB Program Construction Plan to be implemented under the Construction Services contract. The City of Portland is strongly committed to maximizing the participation of M/W/ESB firms and contractors throughout all phases of project.

In collaboration and coordination with the City, develop a mutually agreeable M/W/ESB Program Construction Plan that:

- Maximizes the utilization of the City's Sheltered Market Program (SMP) and M/W/ESB contractors
- Package subcontracting opportunities falling within the capacity and capability of SMP and M/W/ESB contractors so that they have an opportunity to bid and acquire such subcontracts.
- Provides for result oriented outreach
- Enables SMP and M/W/ESB contractors to expand their respective capacity and capability
- Provides for business assistance, technical assistance and prompt pay

Complete the following tasks:

- a) Identify all divisions of work (including supplies, materials, and services) within each Project structure (tunnel, shafts, pipelines and pump station) for the purpose of packaging subcontracting opportunities to be directed to SMP, M/W/ESB, and OBE (Other Business Enterprises, i.e. non-certified) as well as other contractors. Identified divisions of work and subcontracting opportunities shall remain viable opportunities regardless of the subcontracting tier in which the work is to be performed.
- b) Develop outreach procedure designed to generate the submission of competitive bid proposals from SMP and M/W/ESB contractors resulting in maximum participation by those subcontractors at all subcontracting tiers.
- c) Develop mechanisms for assuring the monitoring of SMP & M/W/ESB contractor performance, providing of business and technical assistance, accelerated payment, and other critical elements necessary for maximum utilization of SMP and M/W/ESB contractors.
- d) Develop monthly reporting mechanism capturing data associated with, but not limited to, subcontracting opportunity packaging, solicitation outreach, bid submissions, contract awards, performance, accelerated payment, business and technical assistance provided, etc.

The M/W/ESB Program Construction Plan must become an integral part of the overall project approach and management plan so as to preserve identified divisions of work (regardless of subcontracting tier) to ensure opportunities for SMP and M/W/ESB contractor participation. All divisions of work and the aggregate estimated total costs thereof identified for SMP and M/W/ESB participation shall become the anticipated level of SMP and M/W/ESB participation upon construction contract award. The contractor shall make additional efforts to maximize participation beyond the anticipated participation level throughout project construction by procuring unanticipated and/or unscheduled materials, services, etc. from SMP and M/W/ESB contractors, whenever possible.

Deliverable: A M/W/ESB Program Construction Plan that meets the requirements contained in the Minority, Women and Emerging Small Business Outreach Program - Minimum Requirements of Any M/W/ESB Outreach Program.

730 Workforce Training and Hiring

Prepare a Workforce Training and Hiring Program to be implemented under the Construction Services contract.

The City of Portland is strongly committed to requiring a contractor Workforce Training and Hiring Program on this project including all subcontracts of \$100,000 or more. In collaboration and coordination with the City, Contractor shall develop a Workforce Training & Hiring Program Plan that:

- Identifies and provides workforce training/hiring by the contractors and all subcontract awards of \$100,000 or more.
- Insure that a minimum of 17% of labor hours in each apprenticeable trade performed by the contractor and subcontractors of \$100,000 or more are worked by state registered apprentices.
- Employs a workforce that reflects the diversity of the City of Portland and Multnomah County with the expectations to successfully recruit, train, retain and graduate participants.

Complete the following tasks:

- a) Identify all training by apprentice trades to be provided and develop the actual training curriculum and/or identify the training agent for the contractor and all applicable subcontracting tiers.
- b) Develop appropriate outreach and recruitment mechanism designed to generate a diverse trainee workforce.
- c) Develop the mechanism for maintaining a positive working relationship with union and non-union labor organizations throughout the life of the project.
- d) Develop the monthly and other reporting requirements set forth in the Workforce Training & Hiring Program Plan that meet the requirements of the Workforce Training & Hiring Program Contractor Checklist.

Deliverable: A written Workforce Training & Hiring Program Plan that meets the requirements of the Workforce Training & Hiring Program Contractor Checklist

740 Subcontracting Procurement

Develop with the City a mutually agreeable approach to procurement of subcontractors. Outline approach, process and timelines in a memorandum.

Develop procurement procedures to be employed in the solicitation and award of subcontracts at all subcontracting tiers to maximize SMP and M/W/ESB contractor participation.

Deliverable: Memorandum Outlining Subcontracting Procurement Process

SERVICES TO BE PROVIDED BY THE CITY

- Survey: The City will complete the survey work needed for the design of the project.
- Right-of-Way: The City will secure permanent easements as needed for permanent BES facilities constructed as part of this project.
- Permits: The City will secure the following permits for the permanent facilities:
 - Division of State Lands for River Crossing
 - US Army Corp of Engineers for River Crossing
 - Railroad Encroachment/Crossing Permits
 - Greenway Review Permits
 - Land-Use Permits
 - City of Portland Street Opening Permit/Utility Encroachment Permit
 - DEQ/EPA Air Contaminate Discharge Permit
 - Oregon Department of Transportation Permits
 - Urban Forestry Permit

The City will work with the contractor to assist in identification of other needed permits, local contacts, and clarification of process.

- Design: The City will provide the Contractor with project documents through-out the Pre-construction Services Phase.
- Office Space: The City has established a project office which the Contractor will use for the duration of this contract. There are 11 spaces available for the Contractor's use.

Compensation and Terms of Payment Schedule

I LIMITS TO COMPENSATION

For performing all the work required by the contract, the Contractor will be paid a sum based on the rates established below. However, in no event shall payment to the Contractor exceed the Contract Amount stated on the first page of this contract. Payment is full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services required by the contract.

II BILLING AND PAYMENT PROCEDURES

The Contractor's billing and City's payment procedures shall be as set out below:

On or before the 15th of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall set out all items for payment including the name of the individual, labor category, hourly rate, billing factor, hours worked during the period and task performed and numbers completed for other items within period and total amount claimed. The City contract number shall be included on the invoice for each billing. The invoices shall have photocopies attached of claimed reimbursable expense items. The City shall pay the amount due to the Contractor as provided in Attachment B.

Within 30 days after receipt of the bill, provided the Project Manager has certified the payment as due, the City shall pay the amount certified to the Contractor. The Project Manager's certification of a payment as due, however, shall not prevent the Project Manager from later determining that the certification was in error nor prevent the City from recovering any amounts that were paid improperly..

Payments for work performed pursuant to the Contract will be made based on invoices submitted by the Contractor detailing costs, labor and materials incurred. Such invoices, however, are simply for the purpose of making interim payments based on work performed and do not in any way authorize an increase in the contract amount. Therefore, if the Contractor submits invoices for work performed that exceed the contract amount the City is under no obligation to pay them. Moreover, failure to make payment once the contract amount has been reached does not excuse the contractor from completing the remainder of the tasks required by the Contract.

If the Contractor identifies the need for additional work and compensation beyond the limit of the contract, the Contractor shall promptly, before any out of scope work is performed, notify the City in writing of the request and need for additional work and compensation and receive written authorization from the City through a contract amendment prior to proceeding.

III RATES FOR REIMBURSABLES

The City shall make interim payments to the contractor based on the rates set forth below.

A. Salary, Costs, Overhead & Profit

The Contractor will be compensated for labor costs reflected by the actual salary of its employees provided that such salaries are reasonable and typical, in an amount that is typical for other work performed by the Contractor and for the time that such personnel are employed directly in contract work. Such amounts may be multiplied by the "uniform billing factors" listed in Attachment B to Exhibit A, to cover salary related expenses, overhead and profit.

1. Uniform Billing Factors

The Uniform Billing Factor (identified as "multiplier" in Attachment B to Exhibit A) shall include the following non-reimbursable expenses

- Indirect Labor Costs
- Fringe Benefits
- Payroll Bonuses
- Overhead Expenses including But Not Limited To:
 - General and Automobile liability insurance
 - All other direct costs not identified as reimbursable,
 - Other indirect costs
 - Profit

2. Salaries

As used above, "salaries" means the actual labor costs of personnel working on the project. Hours such as vacation, Memorial Day (May 27), or sick leave will not be billable to the City. Indirect labor such as legal, accounting, officers, computer staff etc, fall within the multiplier.

B. Reimbursable Direct Costs

Reimbursable direct costs shall be reimbursed at cost, subject to the provisions listed herein, with no mark-up, except Subcontract services where an additional amount of 5% may be added.

1.. Travel

Travel (transportation, lodging and meals) of Contractor when specified in the Contract or requested by the City, directly attributed to specific task and when to a location outside 50 miles radius of either the City of Portland is a direct cost. Contractor expenditures for travel that fits this criteria will be reimbursed with no markup according to the City of Portland's current Rules for Travel, Miscellaneous Expenses and Receipt of Related Benefits.

Per Diem Rates: Expenses for lodging, meals and local travel will be paid at a pre-established per diem rate as follows:

| | | |
|-----------------|-----------|----------------------------|
| Long Term Stay | \$100/day | Stays for more than 2weeks |
| Short Term Stay | \$160/day | Stays of 2 weeks or less |

Airfare: Expenses for airfare will be reimbursed based on actual cost if reserved and ticketed air travel is purchased at least 14 days in advance of departure at coach/economy rates. Tickets purchases in less than 14 days in advance, are subject to review and approval by the City. Contractor shall submit documentation justifying purchases in less than 14 days prior to departure.

Air travel for business or first class is considered a Fringe Benefit for US travel and the differential cost between coach and business/first class airfare will not be paid by the City as a Direct Cost. If the Contractor took a first class or business class flight for which only coach reimbursement is permitted, the Contractor shall supply documentation showing the cost of the coach fare if purchased 14 days in advance of the flight.. Business class will be reimbursable for international (excluding Mexico and Canada) travel, but is still restricted to 14 day advance purchase. Air travel submitted for reimbursement must be accompanied by copies of the ticket purchase information.

2. Subcontract/Subconsultants: Compensation for Subcontractors shall be limited to the same restrictions imposed on the Contractor.

3. Office Space and Office Equipment :

Office space provided by the City shall be reimbursable at cost with no mark-up. Costs associated with long distance telephone and facsimiles from the project office are reimbursable as a direct cost.

Any equipment purchases for use on the project, including but not limited to, copiers, fax machines and computers shall be reimbursable as a direct cost, if such purchases are requested and approved by the City's Project Manager prior to purchase. All equipment purchased for use on this project and submitted for reimbursement, shall become the property of the City upon completion of this contract.

Technical Meeting

12/13/2001

Pre - Construction services
Matrix of cost elementsInitial construction
estimate

Estimating Meeting

Technical meeting

| Task | February 2002 | | | | | | | | | | | | | | | | | | | | | | | | | | | | March 2002 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------------------------------------------------|---------------|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---|---|---|---|---|---|---|------------|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--|--|--|--|--|--|--|--|--|--|--|
| | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | | | | | | | | | | | |
| Project Director | 2 | | | | 2 | | 2 | | 2 | | | 2 | | 2 | | 2 | | | 8 | 8 | 2 | 2 | 2 | | 2 | | 2 | | 2 | | 2 | 2 | 8 | 8 | 2 | | | 2 | | 2 | | 2 | | | | | | | | | | | | | | |
| Project Manager | 8 | | | | 8 | 8 | 8 | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | | |
| Labor relations, M/WESB consultant | | | | | 2 | | 2 | | | | | 4 | 4 | 4 | 4 | 4 | | | 4 | 4 | 4 | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | | | 8 | 8 | 8 | 8 | 8 | | | 4 | 4 | 4 | 4 | 4 | | | | | | | | | | | | | |
| Safety Manager | | | | | 2 | | 2 | | | | | 2 | | 2 | | | | | 8 | 8 | 8 | 8 | 8 | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | | | | | | | | | |
| Environment compliance consultant | | | | | 2 | | 2 | | | | | 2 | | 2 | | | | | 2 | | 2 | | | | | 4 | 4 | 4 | 4 | | | 8 | 8 | 8 | 8 | | | | | | | | | | | | | | | | | | | | | |
| Risk assessment Consultant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Traffic Control Consultant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contract manager | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | | 4 | | 4 | | | | | 4 | 4 | | | | | | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | | |
| Subcontract Engineer | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | |
| Permits specialist consultant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Planning, means and methods | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | |
| Scheduling engineer | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | |
| Planning Engineer | | | | | | 4 | | 4 | | | | | 4 | | 4 | | | | | 4 | | 4 | | | | 4 | | 4 | | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | | | | | | | | | |
| Cost Control Manager | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Construction Manager | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Chief Estimator | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | |
| Estimating Department | 4 | | | | 8 | 8 | 8 | 8 | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | |
| Estimating Department | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | |
| Estimating Department | | | | | 2 | | 2 | | | | | 8 | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 4 | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | | | 4 | 4 | 8 | 8 | 8 | 8 | | | 4 | | 4 | | | | | | | | | | | | | |
| Estimating Department | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | |
| Estimating Department | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | 4 | 4 | 4 | | | 4 | 4 | 4 | 4 | 4 | | | 4 | 4 | 4 | 4 | 4 | | | | | | | | | | | | | |
| Estimating Department | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | |
| Head office technical assistance | | | | | | | | | | | | | | | | | | | | | | | | | | 4 | 4 | 4 | 4 | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Head office technical assistance | | | | | 4 | 4 | 4 | 4 | 4 | | | | | | | | | | | | | | | | | 4 | 4 | 4 | 4 | 4 | | | 4 | 4 | 4 | | | | | | | | | | | | | | | | | | | | | |
| Cadd Operator | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Technical Advisory Board | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Technical Advisory Board | 4 | | | | 8 | 8 | 8 | 8 | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 4 | 4 | 4 | 4 | 4 | | | | | | | | | | | | |
| Technical Advisory Board | | | | | | | | | | | | | | | | | | | | | | | | | | 4 | 4 | 4 | 4 | 4 | | | 4 | 4 | 8 | 8 | | | | | | | | | | | | | | | | | | | | |
| Technical Advisory Board | | | | | | | | | | | | | | | | | | | | | | | | | | 4 | 4 | 4 | 4 | 4 | | | 8 | 8 | 8 | 8 | 4 | | | | | | | | | | | | | | | | | | | |
| Secretary | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Office cost (11 spaces provided by the Telephone, photocopier, fax, computer | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Pre - Construction services Matrix of cost elements | | | | | | | April 2002 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------------------------------------------------|----|----|----|----|----|----|------------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---|
| Task | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | |
| Project Director | 2 | 2 | 2 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | 2 | | 2 | | | | 2 | | 2 | | | | | | 2 | | 2 | | | | 8 | 8 | |
| Project Manager | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | 8 | 8 |
| Labor relations, M/WESB consultant | 8 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Safety Manager | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 8 | 8 | |
| Environment compliance consultant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Risk assessment Consultant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Traffic Control Consultant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contract manager | | 4 | | 4 | | | | | 4 | | 4 | | | | | 4 | | 4 | | | | | 4 | | 4 | | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | |
| Subcontract Engineer | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Permits specialist consultant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Planning, means and methods | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | |
| Scheduling engineer | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | |
| Planning Engineer | | | | | | | | | | | | | | | | 4 | | 4 | | | | | | | | | | | | | | | | | | | | |
| Cost Control Manager | | | | | | | | | | | | | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | | | | | | | | |
| Construction Manager | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Chief Estimator | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Estimating Department | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Estimating Department | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Estimating Department | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Estimating Department | 8 | 8 | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Estimating Department | 2 | 2 | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Estimating Department | 4 | 4 | 4 | 4 | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Head office technical assistance | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Head office technical assistance | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cadd Operator | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Technical Advisory Board | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Technical Advisory Board | 4 | 4 | 4 | 4 | 4 | | | 8 | 8 | 8 | 8 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Technical Advisory Board | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Technical Advisory Board | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Secretary | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | 8 | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | 8 | 8 | | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Office cost (11 spaces provided by the Telephone, photocopier, fax, computer | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Pre - Construction services Matrix of cost elements

[illegible]

| | | | | | | | | | | | | |
|--------------------------------------------------------|-------------------------|-------|---------|------------------------|-----------------|-------------------------------|---------------|-----------|----------|----------------------------|----------|-------------|
| Pre - Construction services Matrix of cost elements | Travels from Chicago | | | \$1,107 | Type of staying | Lodging | Meals | Transport | Total | | | |
| | Travels from west coast | | | \$400 | Long | \$50 | \$30 | \$20 | \$100 | | | |
| | Travels from Europe | | | \$3,800 | Short | \$100 | \$40 | \$20 | \$160 | | | |
| Task | Travels inside USA | | | Travels from/to Europe | | Board, lodging and transport. | | | Various | Total estimated cost | | |
| | Q.ty | Rate | Total | Q.ty | Total | Days | Daily rate | Total | | | | |
| Project Director | 6 | 1,107 | \$6,644 | | | 21 | \$160 | \$3,360 | | \$46,168 | | |
| Project Manager | | | | | | 85 | \$100 | \$8,500 | | \$120,784 | | |
| Labor relations, M/WESB consultant | | | | | | | | | | \$28,875 | | |
| Safety Manager | 3 | 1,107 | \$3,322 | | | 19 | \$160 | \$3,040 | | \$25,208 | | |
| Environment compliance consultant | 3 | 400 | \$1,200 | | | 14 | \$160 | \$2,240 | | \$24,272 | | |
| Risk assessment Consultant | | | | 1 | \$3,800 | 3 | \$160 | \$480 | | \$8,816 | | |
| Traffic Control Consultant | | | | | | | | | | \$7,980 | | |
| Contract manager | 4 | 1,107 | \$4,429 | | | 27 | \$160 | \$4,320 | | \$55,899 | | |
| Subcontract Engineer | 2 | 1,107 | \$2,215 | | | 87 | \$100 | \$8,700 | | \$37,996 | | |
| Permits specialist consultant | | | | | | | | | | \$11,970 | | |
| Planning, means and methods | 2 | 1,107 | \$2,215 | | | 143 | \$100 | \$14,300 | | \$101,093 | | |
| Scheduling engineer | 4 | 1,107 | \$4,429 | | | 76 | \$100 | \$7,600 | | \$59,943 | | |
| Planning Engineer | | | | 3 | \$11,400 | 15 | \$160 | \$2,400 | | \$39,063 | | |
| Cost Control Manager | | | | 1 | \$3,800 | 5 | \$160 | \$800 | | \$7,906 | | |
| Construction Manager | | | | 3 | \$11,400 | 10 | \$160 | \$1,600 | | \$20,996 | | |
| Chief Estimator | 3 | 1,107 | \$3,322 | | | 78 | \$100 | \$7,800 | | \$60,772 | | |
| Estimating Department | 4 | 400 | \$1,600 | | | 48 | \$160 | \$7,680 | | \$61,780 | | |
| Estimating Department | 3 | 400 | \$1,200 | | | 76 | \$100 | \$7,600 | | \$77,050 | | |
| Estimating Department | | | | 4 | \$15,200 | 31 | \$160 | \$4,960 | | \$47,929 | | |
| Estimating Department | | | | | | | | | | \$7,265 | | |
| Estimating Department | | | | | | | | | | \$4,797 | | |
| Estimating Department | | | | | | | | | | \$8,441 | | |
| Head office technical assistance | | | | | | | | | | \$3,383 | | |
| Head office technical assistance | | | | | | | | | | \$5,766 | | |
| Cadd Operator | | | | | | | | | | \$0 | | |
| Technical Advisory Board | 3 | 1,107 | \$3,322 | | | 10 | \$160 | \$1,600 | | \$25,082 | | |
| Technical Advisory Board | | | | 4 | \$15,200 | 34 | \$160 | \$5,440 | | \$64,615 | | |
| Technical Advisory Board | 3 | 400 | \$1,200 | | | 10 | \$160 | \$1,600 | | \$18,672 | | |
| Technical Advisory Board | | | | 3 | \$11,400 | 10 | \$160 | \$1,600 | | \$27,261 | | |
| Secretary | | | | | | | | | | \$29,165 | | |
| | | | | | | | | | | | | |
| Office cost (11 spaces provided by the | | | | | | | | | \$27,500 | \$27,500 | | |
| Telephone, photocopier, fax, computer: | | | | | | | | | \$16,500 | \$16,500 | | |
| TOTAL | | | 40 | | \$35,098 | 19 | \$72,200 | 802 | | \$95,620 | \$44,000 | \$1,082,948 |

\$1,082,948

SECTION A

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

EXHIBIT B

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

Signature Felix CantalehDate 12/13/2001

Entity _____

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor; standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

Project Manager Signature _____

Date _____

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- ☐ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- ☐ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- ☐ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- ☐ D. Labor or services are performed only pursuant to written contracts;
- ☐ E. Labor or services are performed for two or more different persons within a period of one year; or
- ☐ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____

Date _____

EXHIBIT B

Rev. 07/00

West Side CSO Pre-Construction Services Agreement

Page 20 of 24

EXHIBIT C

INSURANCE (The Project Manager must answer and initial 2, 3, and 4 below).

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

-
2. ☒ Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:

3. ☒ Required and attached or Waived by City Attorney : _____

Automobile Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. _____ Required and attached or Waived by City Attorney : ☒ _____

Professional Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

I. CONTRACT INFORMATION

"PTE WORKSHEET"

| | | | | |
|-------------------------|--------------------------------------|----------------------------------|---------------------------|-------------|
| RFP NO. Bid #100815B | Bureau: Environmental Services | Project Manager: Paul Gribbon | Phone No: 503-823-7740 | Award Date: |
|-------------------------|--------------------------------------|----------------------------------|---------------------------|-------------|

| | |
|----------------------------------------------------------------------------------------------------------------|---------------|
| Project Name: West Side CSO Tunnel, Shafts Pump Station and Pipelines Project – PreConstruction Services | Bid Estimate: |
|----------------------------------------------------------------------------------------------------------------|---------------|

Briefly describe contract services: Provide pre-construction services to the West Side CSO Program.

| | | | | | | | |
|---------------------------|------------|------------|---------------------|------------------------|------------|------------|---------------------|
| Total RFPs Distributed: 3 | | | | Total RFPs Received: 3 | | | |
| MBEs: 0 | WBEs: 0 | ESBs: 0 | Non-certified: 3 | MBEs: 0 | WBEs: 0 | ESBs: 0 | Non-certified: 0 |

II. SOLICITATION INFORMATION

| | Firm Selected | Firm No 2 | Firm No 3 |
|--------------------------|----------------------------------------------------|---------------------------------------------------------|---------------------------------------------------|
| Firm Name | Impregilo-S.A. Healy | Kiewit-Kenny | Traylor Obayashi Shea |
| Address | 1910 S. Highland Ave. #300 Lombard, IL 60418 | Suite E-200 Kiewit Plaza Omaha, Nebraska 68131 | 1233 Quarry Lane Suite 100 Pleasanton CA 94566 |
| Phone | 630-678-3110 | 402-346-8535 | 925-484-0444 |
| Owner | Fulvio Castaldi | Kirk Samuelson | George Williamson |
| Quote Amt | | | |
| EEOcertification | | | |
| M/W/ESB Certification | | | |
| Contract Amount | \$1,082,948 | N/A | N/A |

NOTE: Attach multiple pages as needed to include information on all proposals, bids or quotes received

III. OTHER INFORMATION

If you did not contact any MBE, WBE or ESB firms, briefly state why:

None available with tunneling experience.

B. If you have awarded other contracts to the same firm within the last 12 months, please list:

Date: _____ Amount: \$ _____ Briefly describe contract services:

List names and affiliation of selection committee used to choose your contractor.

Paul Gribbon, BES Mark Mitchell, BES

Glenn Boyce, Consultant

Lee Klingler, BES

Len Lewis, BES

Joe Gildner, Sound Transit

Gary Irwin, BES

Ted Luyben, BES

Lloyd Anderson, Port of PDX

Harvey Lockett, BES

Dave Singleterry, BES

AUTHORIZING SIGNATURE OF COMMISSIONER OR BUREAU DIRECTOR



PTEworksheet.doc: 10/99.

Exhibit D
Bureau of Environmental Services
Professional Technical Expert Services
Consultant Performance Evaluation Form

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----|--------------------|----------|--------------------|-------|-------|-----|-------|-------|-----|-------|-------|-------|--|-------|--|-------|--|-------|--|----------|--|--------------------|--|--------------------|--|--------------------|--|------|--|
| Name and Address of Consultant | Evaluation Type: <input type="checkbox"/> Interim <input type="checkbox"/> Final <input type="checkbox"/> Termination | Contract Number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Type of work <input type="checkbox"/> study <input type="checkbox"/> design <input type="checkbox"/> graphics <input type="checkbox"/> education <input type="checkbox"/> contract labor if other, describe _____ Original completion date _____ Completion date, if extended _____ Actual completion date _____ | Project Title _____ Type of Contract <input type="checkbox"/> lump sum <input type="checkbox"/> T&M <input type="checkbox"/> Cost plus fixed fee <input type="checkbox"/> Level of effort fixed fee <input type="checkbox"/> Cost plus incentive fee <input type="checkbox"/> Deliverable/task based firm fixed price <input type="checkbox"/> If other, describe _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Type and extent of sub-consulting | HUB PARTICIPATION <table style="margin: auto;"> <tr> <td></td> <td style="text-align: center;">Committed %</td> <td style="text-align: center;">Actual %</td> </tr> <tr> <td>ESB</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>MBE</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>WBE</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table> | | | Committed % | Actual % | ESB | _____ | _____ | MBE | _____ | _____ | WBE | _____ | _____ | | | | | | | | | | | | | | | | | | |
| | Committed % | Actual % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ESB | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MBE | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WBE | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Performance Rating Scale <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">9</td> <td style="text-align: center;">8</td> <td style="text-align: center;">7</td> <td style="text-align: center;">6</td> <td style="text-align: center;">5</td> <td style="text-align: center;">4</td> <td style="text-align: center;">3</td> <td style="text-align: center;">2</td> <td style="text-align: center;">1</td> </tr> <tr> <td colspan="2" style="text-align: center;">_____</td> <td colspan="2" style="text-align: center;">_____</td> <td colspan="2" style="text-align: center;">_____</td> <td colspan="2" style="text-align: center;">_____</td> <td colspan="2" style="text-align: center;">_____</td> </tr> <tr> <td colspan="2" style="text-align: center;">Superior</td> <td colspan="2" style="text-align: center;">Above requirements</td> <td colspan="2" style="text-align: center;">Meets requirements</td> <td colspan="2" style="text-align: center;">Below requirements</td> <td colspan="2" style="text-align: center;">Poor</td> </tr> </table> | | | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 | _____ | | _____ | | _____ | | _____ | | _____ | | Superior | | Above requirements | | Meets requirements | | Below requirements | | Poor | |
| 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 | | | | | | | | | | | | | | | | | | | | | | | |
| _____ | | _____ | | _____ | | _____ | | _____ | | | | | | | | | | | | | | | | | | | | | | | | |
| Superior | | Above requirements | | Meets requirements | | Below requirements | | Poor | | | | | | | | | | | | | | | | | | | | | | | | |
| CRITERIA | COMMENTS | SCORE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Negotiations Cooperative and responsive | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Cost/Budget Complete within budget, including amendments. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. Schedule Complete within schedule, including amendments | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. Technical Quality Work products submitted/demonstrated knowledge | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------|
| 5. Communications Clear, concise (oral, written). Prompt response to review comments | | |
| 6. Innovation/Problem Solving Identify problems and make recommendations | | |
| 7. Management Team player, managed subs. Accurate & timely invoices. Appropriate, periodic progress reports. Demonstrated leadership & initiative | | |
| 8. HUB Participation Diversity of firms, distribution & significance of work | | |
| 9. Flexibility and Adaptability Adapted to changes by BES or identified relevant issues that may impact project | | |
| 10. Other (identify) | | |
| TOTAL SCORE | | |
| AVERAGE SCORE (Total score/# of criteria rated) | | |
| WEIGHTED SCORE BASED ON WEIGHT OF EACH CRITERIA | | |
| Rated by (Project Manager Name) | Project Manager Signature | Date |

Distribution: Original – Project File; BES Contracts Manager; Consultant

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY)
12/10/01

PRODUCER
Gallagher Risk Mgmt Svcs, Inc.
125 South Wacker Drive, Suite 500
Chicago, IL 60606
Attn: Paulette Konrad

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Impregilo Healy
1910 S. Highland Avenue
Suite 300
Lombard, IL 60148-6192

INSURER A: Illinois National Insurance
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE(MM/DD/YY) | POLICY EXPIRATION DATE(MM/DD/YY) | LIMITS |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | GL9331414 | 02/27/01 | 02/27/02 | EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/OP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | CA8260857 | 02/27/01 | 02/27/02 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WC7084521 | 02/27/01 | 02/27/02 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: West Side CSO tunnel, shafts, pump station, pipeline project #6680
The City of Portland, Bureau of Environmental is shown as an additional insured solely with respect to general liability coverage as evidenced herein as required by written contract.
(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

City of Portland, Bureau of Environmental Services
1120 SW 5th Ave., Room 1000
Portland, OR 97204-1972

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

H. William Bohstedt

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

See attached Additional Insured endorsement attachment to General Liability policy #GL9331414

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #1

This endorsement, effective 12.01 A.M. 02/27/2001 forms a part of

Policy No. GL 933 14 14RA issued to Impregilo Healy

By Illinois National Ins Co

ADDITIONAL INSURED - WHERE REQUIRED UNDER WRITTEN CONTRACT OR
AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section II - Who is an Insured, 1., is amended to add:

d) Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

SPECIAL POWER OF ATTORNEY FOR FULVIO CASTALDI



SPECIAL POWER OF ATTORNEY

I, the undersigned, Alberto Rubegni, born in Pisa on 15th March 1951, acting in my capacity as Infrastructures Business Unit Manager of Impregilo S.p.A., a Company duly incorporated and registered under the Laws of the Republic of Italy, having its registered office in Sesto San Giovanni, Milan -Italy, Viale Italia 1, paid up share capital of Euro 383,852,581.32, Fiscal Code and Registration Number in the Enterprises' Registry of Milan: 00830660155, Administrative Economy Repertory number 525502,

do hereby state

to appoint, make and constitute as Attorney of the Company:

- Mr. Fulvio Castaldi, Italian citizen, born in Guidonia (Rome-Italy) on March 27, 1946; passport N. Y 146891,

granting upon him, by his free and single signature, the power to represent the Company before the City of Portland - Bureau of Environmental Services - 1120 SW 5th Avenue, Room 1000 - Portland - OR 97204, and before any other authority or entity, in connection with the project of the West Side CSO Tunnel, Shafts, Pump Station & Pipelines, for which Impregilo S.p.A. has been selected in association with S.A.Healy.

To this effect the above-named Attorney is vested with the fullest powers to:

- sign any Joint Venture Agreement between Impregilo and Healy;
- represent Impregilo/Healy Joint Venture before the City of Portland and any other authority;
- sign the Pre-Construction Service Agreement with the City of Portland on behalf of the Impregilo/Healy Joint Venture and any other relevant document;
- to attend meetings as required;
- do, make, execute and perform any and all acts as necessary and useful to fulfill this power of attorney.

All the above to be regarded as ratified and valid

IMPREGILO S.p.A.

Alberto Rubegni

Infrastructures Business Unit Manager

SPECIAL POWER OF ATTORNEY

I, the undersigned, David John Zeier, born in Elgin (Illinois) on 21st July 1948, acting in my capacity as Treasurer/Administration & Finance Manager of S.A. Healy Company, a Company duly incorporated and registered under the Laws of the State of Ohio and having its registered office in Lombard (Illinois), 1910 South Highland Avenue, Suite 300, 60148

do hereby state

to appoint, make and constitute as Attorney of the Company:

- **Mr. Fulvio Castaldi**, Italian citizen, born in Guidonia (Rome – Italy) on 27th March 1946; passport no. Y 146891,

Granting upon him, by his free and single signature, the power to represent the Company before the **City of Portland – Bureau of Environmental Services – 1120 SW 5th Avenue, Room 1000 – Portland – OR 97204**, and before any other authority or entity, in connection with the project of the **West Side CSO Tunnel, Shafts, Pump Station & Pipelines**, for which Impregilo – Healy Joint Venture has been selected.

To this effect the above named Attorney is vested with the fullest powers to:

- Represent Impregilo-Healy Joint Venture before the City of Portland and any other authority;
- Sign the Pre-Construction Service Agreement with the City of Portland on behalf of the Impregilo-Healy Joint Venture and any other relevant document;
- To attend meetings as required;
- Do, make, execute and perform any and all acts as necessary and useful to fulfill this power of attorney.

All the above is to be regarded as ratified and valid.

for and on behalf of
S.A. Healy Company

12/10/2001



D. Zeier
Treasurer/Administration & Finance Manager



IMPREGILO/HEALY JOINT VENTURE AGREEMENT FOR PSA

JOINT VENTURE AGREEMENT

This Joint Venture Agreement (hereinafter referred to as this "**Agreement**") is made and entered into this ~~1st~~ day of ~~DECEMBER~~ 200~~1~~, by and between:

- **IMPREGILO S.p.A.**, a Company duly constituted and existing under the laws of Italy, having its registered office at Viale Italia, 1 - 20099 Sesto San Giovanni - Milan, Italy (hereinafter referred to as "**IMPREGILO**")

and

- **S.A.Heal Company**, a Company duly constituted and existing under the laws of the United States of America, having its registered office at 1910, S. Highland Avenue, Suite 300 – Lombard 60148 IL (hereinafter referred to as "**Healy**")

Hereinafter referred to individually as "**Party**" and collectively as "**Parties**".

WITNESSETH

WHEREAS, the **City of Portland – Bureau of Environmental Services** (hereinafter referred to as the "**Employer**") has solicited experienced contractors to submit tenders (hereinafter referred to as the "**Tender**") for the Pre-Construction Services of the **West Side CSO Tunnel, Shafts, Pump Station & Pipelines Project** (hereinafter referred to as the "**Project**");

and

WHEREAS, the Parties have jointly submitted a Tender for the Project, and the Employer has selected and intends to negotiate and award a contract to Impregilo/Healy.

NOW, THEREFORE, the Parties in consideration of the premises, the covenants and agreements set-forth herein, do hereby AGREE as follows:

CLAUSE 1 - FORMATION AND OBJECT OF THE JOINT VENTURE

1.1 The Parties hereby agree to join together with the following purposes:

- (a) to enter into the Contract and perform all the Works and obligations indicated in the Contract Documents or in any way ordered by the Employer in accordance with the Contract.

1.2 The form of association shall be an integrated joint venture (hereinafter referred to as the "**Joint Venture**").

Should local laws or Contract conditions suggest or require the constitution by the Parties of a different operating entity, it is understood that the same will be ruled on the basis of this Agreement, to the extent permitted by law, and that, in any case, the terms and

conditions of this Agreement shall prevail, as far as the relationship between the Parties is concerned, on any other agreement which should be signed by the Parties for operating purposes.

CLAUSE 2 - EXCLUSIVITY

Not applicable

CLAUSE 3 - PREPARATION, SUBMISSION AND NEGOTIATION OF THE TENDER

Not Applicable

CLAUSE 4 - NAME AND LEGAL DOMICILE

- 4.1 The name of the Joint Venture is "**Impregilo/Healy Joint Venture**".
- 4.2 The domicile of the Joint Venture will be fixed in the State of Oregon.

CLAUSE 5 - PARTICIPATING INTERESTS

- 5.1 Subject to any subsequent change pursuant to this Agreement, the Participating Interests of the Parties in the Joint Venture (herein referred to as the "**Participating Interests**") are as follows:

| | |
|------------------|------------|
| IMPREGILO | 55% |
| HEALY | 45% |

- 5.2 The Parties shall share the rights and obligations, risks, costs and expenses, losses and benefits arising out of or in any way connected with the Contract and the performance of the Works, and shall participate in the provision of funds, in any issue or procurement of sureties, bonds and guarantees, in the ownership of goods jointly acquired in connection with the Contract, in any and all rights, duties and liabilities arising out of this Agreement in the above proportions, except as otherwise provided for in this Agreement.

CLAUSE 6 - LIABILITIES

- 6.1 The Parties shall be jointly and severally liable towards the Employer for the liabilities and obligations deriving from and in any way connected with this Agreement, the Tender and the Contract.
- 6.2 Each Party shall be liable towards the other Parties and third parties, with respect to any and all liabilities and obligations in any way connected with this Agreement, the Tender and the Contract, only in proportion to its respective Participating Interests, except as otherwise agreed upon between the Parties.

CLAUSE 7 - MANAGEMENT OF THE JOINT VENTURE

7.1 The Joint Venture will be managed by:

- the Board of Representatives
- the Executive Committee
- the Leader
- the Project Director
- the Project Manager

CLAUSE 8 - BOARD OF REPRESENTATIVES

- 8.1 The Board of Representatives is the highest authority of the Joint Venture and in such a capacity it shall exercise general supervision of the performance of the Contract and of the activities of the Joint Venture, as stated in Sub-Clause 8.5 hereunder.
- 8.2 The Board of Representatives will consist of 2 members, 1 appointed by each Party. The member appointed by the Leader shall act as Chairman.
- 8.3 Each Party shall nominate an alternate member of the Board of Representatives, who shall attend the meetings in the absence of the member appointed under Clause 8.2 with the same powers and rights.
- 8.4 Each Party shall be deemed to have delegated to the member appointed to the Board of Representatives, including the alternate member acting under Sub-Clause 8.3 above, full power to represent and bind the appointing Party in respect of all the responsibilities of the Board of Representatives.
- 8.5 The Board of Representatives shall decide and be responsible for the general policy of the Joint Venture and costs and decisions on general financial policy and procedures;
- 8.6 Meetings of the Board of Representatives shall be called by the Chairman at least once a year or at any time also upon request of any member of the Board.
- 8.7 Resolutions of the Board of Representatives shall be taken unanimously.

CLAUSE 9 - EXECUTIVE COMMITTEE

- 9.1 The Executive Committee will consist of 2 members, 1 appointed by each Party. The member appointed by the Leader shall act as Chairman of the Executive Committee.
- 9.2 Each Party shall nominate in writing an alternate member of the Executive Committee who shall attend the meetings in the absence of the member appointed under Clause 9.1 with the same powers and rights.
- 9.3 Each Party shall be deemed to have delegated to the members appointed to the Executive Committee, including the alternate member acting under Clause 9.2, full power to represent and bind the Party in respect of all the responsibilities of the Executive Committee.

- 9.4 The Executive Committee, as the highest operational body of the Joint Venture, will take all important decisions on matters concerning the performance of the Contract which do not pertain to the Board of Representatives and in accordance with the policies established by the Board of Representatives.
- 9.5 As a general rule, the Executive Committee shall meet at least once every three months.
- 9.6 Resolutions of the Executive Committee shall be taken unanimously.

CLAUSE 10 - LEADERSHIP

- 10.1 IMPREGILO is hereby appointed as Leader of the Joint Venture.
The Leader shall have the responsibility of directing and controlling the execution of the Contract in accordance with the decisions of the Board of Representatives and of the Executive Committee.

The Leader will be in particular responsible for:

- (i) Representing the Joint Venture in all matters connected to the performance of the Contract.
- (ii) Ensuring that the Works are carried out in accordance with the Contract and the decisions of the Board of Representatives and of the Executive Committee.
- (iii) Nominating the Project Director and the Project Manager
- (iv) Procuring insurance quotations by selected insurers and/or reinsurers on behalf of the Joint Venture and, subject to approval and decisions of the Executive Committee, placing the relevant insurance policies.
- (v) Providing the Site information technology
- (vi) Taking care of transferring to the Site organization the knowledge of means, method, planning, and organization of the Works, specifically required for the Project
- (vii) Procurement of plant and equipment to the extent that it is not done by the Site Management

CLAUSE 11 - PROJECT DIRECTOR AND PROJECT MANAGER

- 11.1 The Project Director shall be nominated by the Leader and appointed by the Board of Representatives.
The Project Director shall, within the limits of the power granted to him by the Board of Representatives, supervise the execution of the contract
- 11.2 The Project Manager shall supervise and manage the Works by carrying out the Project Director's instructions in accordance with the Contract and within the limits of his powers as laid down by the Board of Representatives. The Project Manager is the official

representative of the Joint Venture on Site in dealings with the Employer and/or its official representatives and third parties. The Project Manager will report to the Project Director

CLAUSE 12 - STAFF AND LABOR

- 12.1 Staff and Labor shall be recruited and managed by the Site Management in accordance with the Site requirements.
- 12.2 The Parties shall be given full opportunity to, and undertake to do the best effort to, second to the Joint Venture their technical and administrative staff upon request of the Site Management and for the period the Site Management shall deem appropriate.
- 12.3 All local Staff and Labor shall be engaged by the Joint Venture and shall be hired, paid and discharged by the Joint Venture or its operating entity. Salaried employees and non-union labor assigned by the Parties to the Joint Venture will remain on the payroll of the Parties, and the Joint Venture will reimburse the actual cost.

CLAUSE 13 - PLANT AND EQUIPMENT

- 13.1 The required plant and equipment may be provided by any of the following means to be approved by the Executive Committee:
 - (i) purchase or hire by the Joint Venture from a Party at rates and conditions to be agreed according to the guidelines to be submitted by the Leader to the Board of Representatives for its approval;
 - (ii) purchase or hire by the Joint Venture from any third parties.

CLAUSE 14 – PROCUREMENT

- 14.1 Subject to any decision taken by the Executive Committee in accordance with the general policy, procedures and levels of authority established by the Board of Representatives, purchases will be made and orders placed with the suppliers by the Site Management or by the Leader's controlled purchasing organization in the name of the Joint Venture in accordance with the Leader's procedure for procurement which will be submitted to the Board of Representatives for its approval.

CLAUSE 15 – INFORMATION TECHNOLOGY

- 15.1 The Leader shall provide to the Site server and software availability for running applications (for accounting, finance, cost control, procurement, materials management, plant and equipment maintenance) based on SAP, relevant support and maintenance.

CLAUSE 16 - FINANCING PROVISIONS

- 16.1 If required, and in order to enable the Joint Venture to meet the starting-up expenses the Parties will set up an initial fund to be agreed upon and to be paid proportionally to their respective Participating Interests.

The Board of Representatives will decide amount, time and procedures for the payment of said initial fund by the Parties.

- 16.2 Financing required for the operations of the Joint Venture shall be procured according to the decisions taken by the Executive Committee in conformity with the general financing policy established by the Board of Representatives.

No payment shall be made or money withdrawn from the Joint Venture bank accounts except for the performance of the Contract.

CLAUSE 17 - BONDS AND GUARANTEES

- 17.1 Any bond or guarantee required to be issued either in favor of the Employer under the Tender and the Contract or of third parties for the performance of the Contract shall be procured severally by the Parties, in proportion to their Participating Interests, on behalf of the Joint Venture and the costs of such bonds, guarantees or counter-guarantees, as debited by the local and/or foreign banks involved, shall be borne and paid by the Parties.

CLAUSE 18 - KEEPING OF JOINT VENTURE ACCOUNTS

- 18.1 The Joint Venture's books of accounts shall be available to the Parties for inspection at any reasonable time.
- 18.2 At the completion of the Works any account and record that must be kept pursuant to the provisions of applicable laws and regulation shall be kept as directed by the Executive Committee.

CLAUSE 19 - GENERAL OBLIGATIONS OF THE PARTIES

- 19.1 In addition to any other obligation arising out of this Agreement, the Parties are in general obliged to:
- (i) jointly perform the Contract by fulfilling all its terms and conditions;
 - (ii) perform this Agreement;
 - (iii) abide by any resolution of the managing bodies of the Joint Venture.

CLAUSE 20 - WINDING-UP, DISTRIBUTION OF PROFITS, APPORTIONMENT OF LOSSES

- 20.1 At the end of the Works all the common activities shall be wound up.
Plant and equipment and other site installations may be either sold to a third party or to a Party according to procedures which will be decided by the Executive Committee.

CLAUSE 21 - ASSIGNMENT

- 21.1 Subject to any requirement or condition provided for in the Contract to this effect, no Party shall sell, assign or in any way encumber or transfer its share of rights, obligations and interests arising out or connected with this Agreement or any part thereof to any third party, without first obtaining the written consent of the other Party.

CLAUSE 22 - TERMINATION OF CONTRACT BEFORE COMPLETION OF WORKS

- 22.1 Should the Contract be terminated for any reason whatsoever before the completion of the Works, no action for damages shall be brought by any Party against the other Party, unless the said termination is due to the gross negligence or the willful misconduct of that Party.

CLAUSE 23 - DEFAULT OF A PARTY

Not applicable

CLAUSE 24 - REMEDIES AND POWERS

Not applicable

CLAUSE 25 - EFFECTIVE DATE AND DURATION

- 25.1 This Agreement shall enter into effect on the date of its signature and shall terminate when all of the following events have occurred:

- all the Works have been completed and all obligations under the terms of the Contract have been performed or the Contract has been terminated;
- all bonds and guarantees have been returned or have expired and all accounts have been closed without reserves;
- all the plant and equipment has been disposed of according to the resolutions of the Board of Representatives;
- all pending issues, disputes or differences arising out of or in connection with the Joint Venture's activities, whether between the Parties or between the Joint Venture and the Employer or third parties, have been settled;
- all tax assessments of the Joint Venture have been completed and settled.

CLAUSE 26 - APPLICABLE LAW

- 26.1 This Agreement and the relationship between the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Oregon -USA.

CLAUSE 27 - SETTLEMENT OF DISPUTES, ARBITRATION

Not applicable

CLAUSE 28 - AMENDMENTS

28.1 No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification shall be made in writing and duly executed by the Parties.

In **WITNESS WHEREOF**, the Parties hereto have signed this Agreement, on the date above written, in ³... identical and equally valid originals.

For and on behalf of
IMPREGILO S.p.A.

Fulvio Castaldi
Mr. Fulvio CASTALDI

For and on behalf of
S.A.HEALY COMPANY

David J. Zeick
Mr. DAVID J. ZEICK