

EXHIBIT A

DESIGN SERVICES CONTRACT

CITY OF PORTLAND

CONTRACT NUMBER 30008455

FERC RELICISE OR SURRENDER CONSULTING SERVICES

As authorized by Ordinance _____ and Portland City Code 5.68.035, this Design Services Contract ("Contract") is entered into by and between the City of Portland ("City," or "Bureau") and HDR Engineering, Inc., ("Consultant").

Effective Date and Term

This Contract shall commence on the Effective Date, December 01, 2023 and shall continue in full force and effect until November 30, 2028 or such other date on the Contract is terminated or extended pursuant to the terms of this Contract ("Term").

Consideration

- (a) City agrees to pay Consultant a sum not to exceed **two million eight hundred, thirty-three thousand, five hundred and seventy-five** Dollars (**\$2,833,575.00**) to complete the work in accordance with the Statement of Work (SOW), attached hereto as Exhibit A.
- (b) Payments shall be made in accordance with the Compensation section, attached hereto as Exhibit B.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): HDR Engineering, Inc.
Address: 1050 SW 6th Ave. Suite 1800, Portland, OR 97204

Business Designation (check one):
☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation
☐ Limited Liability Co (LLC) ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name provided above. Information must be provided prior to contract approval.

TERMS AND CONDITIONS

1) Standard of Care

In providing services under this Contract, the Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances (the "Standard of Care").

2) Effect of Expiration

Expiration of the Term shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or uncorrected defect in performance.

3) Order of Precedence

This Contract consists of these Terms and Conditions, the SOW, all Exhibits, and the City's RFP and Consultant's Proposal. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- (a) Amendments executed by the parties after Contract award;
(b) This form Contract as executed by the Parties, including all Exhibits;
(c) RFP Requirements as set forth in City's RFP, including without limitations all Exhibits and any Addenda; and
(d) Consultant's Proposal in response to the RFP, including without limitation, to all supplementary materials.

4) Early Termination of Contract

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination shall be effective immediately upon City's delivery of a written notice of termination to Consultant.
- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not timely cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the nature of the alleged breach, its intent to terminate, and provide fifteen (15) calendar days within which to cure the breach. If the

breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5) Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the date of the termination notice. No other costs or loss of anticipated profits shall be due or payable.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City for the costs to defend any claim, and all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant terminates the Contract pursuant to subsection 4(b), the Consultant's sole remedy shall be payment for work completed prior to date of City's receipt of the termination notice. No other costs, loss of anticipated profits or consequential damages shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination, the Consultant's work product completed prior to the date of termination shall be deemed the property of the City and copies and/or data shall be immediately released to the City.

6) Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement without the prior written consent of the City. Notwithstanding City consent, the Consultant shall remain responsible for full performance hereunder. The Consultant agrees that if subcontractor(s) are employed in the performance of the SOW under this Contract, both Consultant and any subcontractors remain subject to the requirements of ORS Chapter 656, Workers' Compensation.

7) Compliance with Applicable Laws; Funding Requirements

Consultant shall perform all services in accordance with all applicable federal, state, and local laws and regulations, including without limitations tax laws and terms and conditions incident to receipt of any grant funds. Consultant represents and warrants that it is and will remain in compliance with all laws and expressly represents that it is and shall remain in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations during the Term of this Contract.

8) Respectful Workplace Behavior

The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as consultants, vendors or contractors who provide services to the City. Consultant warrants its compliance with the terms and conditions of HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>.

9) Indemnification for Property Damage and Personal Injury

Contractor shall indemnify, defend and hold harmless the City of Portland, its officers, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), for personal injury and property damage to the extent resulting from or arising out of the intentionally wrongful or negligent actions, errors, or omissions of Contractor or its officers, employees, Subcontractors, or agents in the performance of the Services under this Contract. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage to the extent caused by the City. This duty shall survive the expiration of termination of this contract. Contractor's indemnification and defense obligation shall be limited to the percentage of fault apportioned to Contractor or its subcontractors, suppliers, employees, or agents by a court of law, arbitrator, or mutual agreement of the Parties.

10) Insurance

Consultant shall obtain and maintain in full force at Consultant's sole cost and expense, throughout the Term and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all Subconsultants shall maintain applicable coverage for all subject workers.
- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent Consultant's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this Contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of

\$3,000,000 for all claims per occurrence. In lieu of an occurrence-based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

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

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

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

Subconsultant(s): Consultant shall contractually require its Subconsultants to acquire and maintain in effect until full performance of their Work under this Contract, insurance equal to the minimum coverage limits required above.

11) Ownership of Work Product

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

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

12) Business Tax Registration

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

13) Successors in Interest

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

14) Severability

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

15) Waiver

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

16) Errors

The Consultant shall, without cost to the City, promptly correct errors or omissions related to the services required by this Contract.

17) Governing Law/Venue

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

18) Amendments; Minor Amendments

Any changes to the provisions of this Contract's dollar amount, must be made by written amendment and approved by the Chief Procurement Officer or City Council to be valid. Any other changes to the provisions of this Contract, including changes to the scope of work, Key Personnel, Subconsultants or other changes, must be made by written amendment and approved as pursuant to PCC 5.68 and the PTE Manual.

- (a) Amendment of the Contract. Any material change(s) to the provisions of this Contract shall be in the form of an Amendment. A "material change" means a change that increases risk to the City, or that increases the cost of the Contract to exceed the Contract Price. Amendments must be in writing, must be approved as to form by the City Attorney, and must be executed in writing by authorized representatives of the Parties. Any proposed material amendment to this Contract that does not meet the requirements of this section will be deemed null, void, invalid, non-binding, and of no legal force or effect. "Material Amendment" does not mean a Minor Amendment as described in (b) below and does not mean an administrative change which the City may effect unilaterally. An administrative change means a written Contract change that does not affect the substantive rights of the Parties.
- (b) Minor Amendments to Contract or Change Orders to a Statement of Work. The City and Consultant may make minor changes that do or do not impact the substantive rights or obligations of the Parties but that are not material amendments. Minor Amendments shall be made through the use of a Change Order that modifies a Statement of Work or Task Order. Following mutual approval of the Change Order, the parties will update the SOW to reflect changes to the description of services and any resulting changes to the timeframe of deliverables.

19) Prohibited Conduct

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

20) Payment to Vendors and Subconsultants

The Consultant shall timely pay all Subconsultants and suppliers providing services or goods for this Contract. If the Consultant fails to make timely payments to its Subcontractors, Subconsultants, or suppliers, the City is entitled to take any action permitted by law, including, but not limited to, the following:

- (a) Withhold all or part of any progress payment until Consultant makes payment;
- (b) Find that the Consultant is not a qualified bidder for future projects per the City's consideration of the Consultant's record of past performance pursuant to ORS 279C.110(3);
- (c) Directly make payment to the Subcontractor, Subconsultant, and supplier who has not received proper payment; and
- (d) Terminate the Contract for and Event of Default as provided herein.

21) Access to Records and Audits

- (a) The Consultant and its subconsultants and suppliers shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. The Consultant and its subconsultants shall maintain all other records necessary to clearly document their performance of the work and any claims for additional compensation or requests for additional contract time arising from or relating to their performance under the Contract.
- (b) The Consultant shall include in its subcontracts, purchase orders and all other written agreements a provision requiring all subconsultants, material suppliers, providers of rented operated equipment and persons submitting cost or pricing data according to the term of a contract, at all tiers, to comply with this section.
- (c) The City and its authorized representatives shall have timely access to, and an opportunity to inspect, examine, copy and audit all books and records relating to the Contract, for any reason, upon reasonable notice.
 - i) Such books and records shall be maintained by the Consultant and all subconsultants, suppliers and persons with cost or pricing data for a minimum period of six (6) years from the date of Final Payment under the Contract, or until the conclusion of any audit, controversy, litigation, dispute or claim arising out of, or related to, the Contract, whichever is longer.
 - ii) The Consultant and all subconsultants, suppliers, and persons with cost or pricing data shall maintain all records in such a manner that providing a complete copy is neither unreasonably time consuming nor unreasonably burdensome for the Consultant or the City. Failure to maintain the records in this manner shall not be an excuse for not providing the records.
 - iii) The Consultant and all subconsultants, suppliers, and persons with cost or pricing data shall produce all such books and records in Portland, Oregon, regardless of whether the records are produced pursuant to this provision

of the Contract or as a result of a claim, litigation, arbitration or other proceeding. The Consultant or a subconsultant, supplier, or other person may produce the books and records elsewhere if it fully compensates the City for the reasonable costs of travel to and from the place where the records are produced and the reasonable cost of any employee's time in having to travel.

- (d) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

22) Electronic Signatures

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

23) Merger Clause

This Contract, and the Contract Documents identified at Section 3 above shall be deemed to encompass the entire agreement of the parties and supersede all previous understandings and agreements between the parties, whether verbal or written.

24) Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. For any claim or dispute that is subject to mediation under this section, the statute of limitations and statute of repose shall not begin to run until the time period set forth in Section 29 below or upon the conclusion of mediation, whichever is later. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation, no attorney fees are recoverable. No different dispute resolution paragraph(s) in this Contract or any attachment hereto shall supersede or take precedence over this provision.

25) Progress Reports: ☒/ Applicable ☐/ Not Applicable

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

26) Consultant's Key Personnel: ☒/ Applicable ☐/ Not Applicable

If applicable, the Consultant shall assign the Key Personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change Key Personnel without the prior written consent of the City, which shall not be unreasonably withheld. Notwithstanding anything to the contrary herein, Consultant shall, within 30 (thirty) days of receipt a request from the City replace any Key Person who is not meeting City performance requirements.

The Consultant agrees that the primary personnel assigned to perform the services shall be listed in in the Statement of Work and Consultant shall not change such personnel without the prior written consent of the authorized representative of the City as designated in the SOW. The City will enforce all social equity contracting for Disadvantaged, Minority, Women, Emerging Small Business and Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE) Subconsultant commitments submitted by the Consultant in its proposals. Failure to use the identified D/M/W/ESB/SDVBE Subconsultants without prior written consent is a material breach of contract.

27) Third Party Beneficiaries

There are no third-party beneficiaries to this Contract. Enforcement of this Contract is reserved to the parties.

28) Conflict of Interest

Consultant hereby certifies that, if applicable, its Contract proposal was made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), and that the Consultant as a proposer competed solely on its own behalf and without connection or obligation to any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) are not City officials/employees or a relative of any City official/employee who:

- (a) has responsibility in making decisions or ability to influence decision-making on the Contract or project to which this Contract pertains;
- (b) has or will participate in evaluation or management of the Contract; or
- (c) has or will have financial benefits in the Contract.

Consultant understands that should it elect to employ any former City official/employee during the term of the Contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

29) Contractual Statute of Limitations/Statute of Repose for Design Services Claims

The statute of limitations applicable to Design Services provided pursuant to this Contract shall be 2 years from the date of final completion of the project. The statute of repose applicable to Design Services provided pursuant to this Contract shall be 10 years from Final Completion of the project. The statute of limitations and statute of repose set forth herein shall not begin to run until

the project reaches Final Completion, regardless of discovery of any condition, act, error, or omission. This provision shall be included in any Subconsultant agreement executed by the Consultant for the performance of services.

30) Notices and Communications

All notices and other communications concerning this Contract shall bear the Contract number assigned by the City. Notices and other communications may be delivered personally, by facsimile, email, by regular, certified or registered mail or other commercial delivery service. A notice to the City will be effective only if it is delivered to that person designated in writing in either:

- (a) the Notice of Award of this Contract,
- (b) the Notice to Proceed under this Contract, or
- (c) to another individual specifically designated by this Contract.

A notice to the Consultant shall be effective if it is delivered to the individual who signed this Contract on behalf of Consultant at the address shown with that signature, to a corporate officer if Consultant is a corporation, to a general partner if Consultant is a partnership, or to another individual designated in writing by the Consultant in the Contract or in a written notice to the City.

31) Safety

Consultant shall ensure that all Consultant's Work is performed in a safe manner protective of workers and the environment. Accordingly, Consultant shall maintain in place a safety plan that provides for compliance with all safety laws and regulations in effect during the Term. **Consultant shall bear the cost of compliance with its safety plan. The City agrees to increase Consultant's compensation only in the event of a change of law that directly and actually results in an increase in Consultant's costs of compliance with the new law. The City reserves the right but not the obligation to issue a "halt work" order in the event of a potential life safety risk as determined at the City's discretion.**

32) Access to Facilities

Consultant agrees that Consultant's physical or remote access to City facilities shall be subject to the security interests and health controls necessary to protect public property, City employees and the public. The City shall not be liable for any delays necessary in granting Consultant access to any portion of the facilities or systems.

33) Force Majeure

- (a) If a Force Majeure Event occurs, the Party that is prevented by that Force Majeure Event from performing any one or more obligations under this Contract (the "Nonperforming Party") will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party's inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under section 33(c).
- (b) For purposes of this Contract, "Force Majeure Event" means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Contract, except that a Force Majeure Event will not include a strike or other labor unrest that affects only one Party, an increase in prices, or a change in law.
- (c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Contract.

34) Attachments

The following attachments are incorporated into this Contract.

- (a) Exhibit A – Statement of Work
 - (b) Exhibit B – Compensation
 - (c) Exhibit C – Consultant's Hourly Rates and Negotiated Budget
 - (d) Exhibit D – RFP 2037
 - (e) Exhibit E – Consultant's Response to RFP 2037
 - (f) Exhibit F – Sample Task Order
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CONSULTANT SIGNATURE:

Consultant represents that Consultant has had the opportunity to consult with its own independently selected attorney in the review of this Contract. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Contract.

This Contract constitutes the entire agreement between the City and Consultant and supersedes all prior and contemporaneous proposals and oral and written agreements, between the Parties on this subject, and any different or additional terms on a City purchase order or Consultant quotation or invoice.

The Parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

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

IN WITNESS WHEREOF, the Parties hereby cause this Contract to be executed.

I, the undersigned, agree to perform work outlined in this Contract in accordance to the Terms and Conditions and the Statement of Work (Exhibit A); hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600

HDR Engineering, Inc.

BY:   Date: 9/19/2023

Digitally signed by
Tracy Ellwein
Date: 2023.09.19
07:27:31-07'00'

Name: Tracy Ellwein

Title: Vice President

CONTRACT NUMBER: 30008455

CONTRACT TITLE: FERC RELICISE OR SURRENDER CONSULTING PROJECT

CITY OF PORTLAND SIGNATURES:

By: N/A Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: N/A Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

ATTACHMENT A - Statement of Work

Statement of Work

I. Consultant's and City's Project Manager for this Contract are:

For City of Portland:	For Consultant:
Name: Liane Davis	Name: Susie Imholt
Title: Project Manager	Title: Project Manager
e-mail: liane.davis@portlandoregon.gov	e-mail: susan.imholt@hdrinc.com
Phone: 503-823-2755	Phone: 206-826-4721

II. Project Background

The City of Portland (City) owns the Portland Hydroelectric Project (PHP), which is authorized to operate under Federal Energy Regulatory Commission (FERC) License No. 2821. The licensed hydropower operation is associated with hydropower plants located below each of the two water supply dams the City owns in the Bull Run Watershed (24 megawatts and 12 megawatts, respectively). The City contracts with Energy Northwest to operate the existing hydropower plants, with Eugene Water and Electric for scheduling of power delivery, and with Portland General Electric (PGE) for purchase of power.

The City's Bureau of Hydroelectric Power (BHP) administers the operation of hydroelectric generating facilities owned by the City. BHP performs the duties and responsibilities required by the FERC license and any agreements for the disposition of energy. Staff for BHP comprise a division of Portland Water Bureau (PWB) and report to the Bureau Director.

The current FERC license (2821) that PHP is operating under was issued by FERC on March 22, 1979, and will expire in February 2029. A relicensing process is required by the Federal Power Act (FPA) to continue to operate the licensed facilities beyond the expiration of the current license in February 2029. No expansion of the existing generating capacity is presently anticipated.

This Contract provides consulting services to support the Portland Hydroelectric Project FERC Relicense or Surrender Consulting Services Project (Project) and the regulatory processes associated with relicensing, or with license surrender, if the City should decide to not relicense.

Work defined in this Contract assumes that the Pre-Application Document (PAD) and Notice of Intent (NOI) will be complete (including cover letter, request for designation of non-federal representative, etc.) and filed with FERC by December 2023. Accordingly, all work through the balance of 2023 is being completed under a separate contract and is not included in this scope. Key relicensing documents referenced in this Statement of Work include the following. Timing and schedule of documents are detailed in this Exhibit A.

AIR – (FERC) Additional Information Request

BA – Biological Assessment

BO – Biological Opinion

DLA – Draft License Application

FLA – Final License Application

HCP - Habitat Conservation Plan

HPMP – Historic Properties Management Plan

ISR – Initial Study Report

NOI – Notice of Intent

PAD – Pre-Application Document

PSP – Proposed Study Plan

RSP – Revised Study Plan

SD – (FERC) Scoping Document

SPD – (FERC) Study Plan Determination

USR – Updated Study Report

III. Assumptions for each of the tasks within the Contract:

a. Meetings

Most question and answer (Q&A) sessions, workshops, and other meetings specified as deliverables are assumed to be virtual unless otherwise noted. Exceptions for required in-person meetings will be agreed to in writing (email) between City and the HDR, Inc. (Consultant).

Consultant shall be responsible for planning the agenda, action items, and facilitating the discussion for all Q&A sessions, workshops, and any meetings the Consultant is assigned to lead.

For all other meetings, the Consultant, and the City shall share responsibility for meeting planning and preparation. The City's Project Manager (PM) and the Consultant's PM shall coordinate at least one week in advance of scheduled meetings to set the agenda and agree to roles within the context of the budget ultimately authorized.

Meeting notes, when specified as a deliverable, are intended to capture key discussion and decision points and follow-up items, as well as address questions raised during meetings or Q&A sessions—they are not intended to be an exhaustive summary or transcript of the entire meeting. Meeting notes shall be delivered to the City's Project Manager (PM) by the Consultant within five business days of each meeting.

IV. Deliverables/Work Products

Consultant shall incorporate quality assurance/quality control (QA/QC) review of the work products by senior staff of Consultant.

Deliverables review (all formal documents are expected to include the following unless otherwise specified): Outline, First Draft, Revised Draft, Final.

The City will have a minimum of 10 business days to review draft documents unless otherwise specified or agreed upon; longer review periods (30-45 days) are preferable when regulatory deadlines allow.

As applicable, the City and Consultant shall agree in writing (email is acceptable) to a review schedule for specific deliverables once the regulatory schedule and deadline for each deliverable is known.

Unless otherwise defined, all deliverables will be delivered to the City or filed with or distributed to the appropriate party (as applicable) electronically. The City will file documents with FERC. The Consultant will provide applicable materials to City and guidance on filing process. Any document hard copies will be prepared and distributed by the City.

The timeline and schedule for deliverables is provided below in Table 1-1.

Consultant shall use SharePoint to maintain document storage and control, including document versioning.

V. Revisions to Deliverables, Schedules, and Budget:

As the relicensing process progresses and more information is obtained, changes to deliverables, schedule, and budget may be necessary. In the event that need for a revision is identified by either the City or the Consultant, the following process will be implemented:

The City and Consultant shall come to agreement regarding the revisions needed to deliverables, schedules, and amended budget. This process may include meetings or other communications with City PM and other City staff.

In cases where a revision will have a material budget impact, Consultant shall provide City with a cost estimate of implementation for approval.

In cases where a revision will have a material impact on this Scope of Work, Consultant shall provide the City with a proposed scope revision for review and endorsement.

Agreed changes shall be documented in writing via an amendment to the Contract. All amendments will begin with the City's PM completing a Preapproval Request Form submitted through the PWB's Contract Administration Branch (CAB). Once approved PWB CAB will work with the City's PM on the development of an Amendment to the Contract.

Amendments to the Contract require signature of approval of both the Consultant's and City's delegated authorities.

VI. General Assumptions

The Contract statement of work, deliverables, and budget target State of Oregon's Certification Office of Business Inclusion and Diversity (COBID) certified Disadvantaged, Minority owned, Women owned, Emerging Small Business Enterprises, and Service-Disabled Veteran Business Enterprise (DMWESB-SDVBE) subconsultant participation of **24%**. In the event that material changes to the scope, studies, or deliverables impact the Consultant's DMWESB-SDVBE subconsultant participation rates, the Consultant shall notify the City to establish a mutually acceptable path forward. This shall include coordination with the City's Procurement Compliance Office, City PM and PWB CAB. All changes to the Contract involving subconsultant changes, including subconsultant dollars, requires an amendment to the Contract.

a). Relicensing is an uncertain and dynamic process. Initiating relicensing does not guarantee that the City will relicense the PHP or that FERC will issue a new license. At any point during relicensing, the City may decide to surrender the license due to unanticipated events or changed circumstances. If the City decides to surrender the license, the Consultant shall work with the City to build upon existing relicensing work to establish appropriate study plans and engineering analyses to support revised drafts of the surrender application and development of a decommissioning plan. The content and extent of study and engineering necessary for the surrender could equal or potentially exceed that of relicensing application materials. Any changes to the provisions of this Contract's dollar amount, must be made by written amendment and approved by the Chief Procurement Officer or City Council to be valid. Any other changes to the provisions of this Contract, including changes to the scope of work, Key Personnel, Subconsultants or other changes, must be made by written amendment and approved as pursuant to PCC 5.68 and the PTE Manual.

The City and Consultant realize that relicensing costs and efforts may vary from the current estimates. Examples of unknown variables include but are not limited to the following:

Unanticipated or additional study and information requests from FERC, agencies, or other stakeholders who will be engaged in any FERC process;

The ability of the relicensing/surrender parties to come to an agreement regarding study needs, resource aspects, and/or potential protection, mitigation, and enhancement (PME) measures;

The need for a second study season and/or extending geographic scope of the study activities beyond the PHP's current Project Boundary;

The identification of inaccurate or incompatible information provided by others;

The desire by the City to modify project operations and/or facilities through the relicensing process;

Adverse or abnormal field conditions that result in delayed or additional field study activities;

The identification of new information (e.g., species of interest, historical aspects, study results) that result in further resource evaluation;

The additional level of interest of Project stakeholders regarding any resource area or interest; including, but not limited to, fish passage, water quality, recreation, cultural resources, dam safety, whitewater flows, and aquatic habitat with the Project's area of influence;

The potential for study dispute resolution; and,

a). The determination of the need for more information in support of preparing documents such as the PSP, RSP, ISR, USR, DLA, or FLA (or license surrender materials), or higher level of effort for same resulting from changes to assumed conditions or additional studies or requirements.

VII. Timeline and Project Schedule

Relicensing is a regulatory process with a schedule and deadlines dependent upon the formal initiation of relicensing and other considerations that can be estimated but are not currently known. Attachment A Tables A-1 and A-2 provide the schedules for FERC's Integrated Licensing Process (ILP) and Traditional Licensing Process (TLP) depending on various dates that the PAD and NOI are filed by the City.

- a). Unless otherwise defined, all Consultant's deliverables shall be completed on a schedule that adheres to applicable regulatory deadlines.
- b). Current Project schedule and deliverable due dates included in Table 1.1 are based upon an assumption that the City does not pursue surrender and follows the ILP and files the PAD and NOI in December 2023, which is subject to change.
- c). As necessary, a revised deliverable schedule shall be agreed upon between the City and Consultant once the PAD and NOI are filed, or other interim milestones are better understood, in accordance with FERC's regulatory schedule. This will be memorialized via a formal amendment to the Contract.

Table 1-1. Project Schedule.^{1,2}

Transition Through PAD-Filing³ (Prior Contract)	Relicensing Study Plan Development (Task 3)	Relicensing Study Implementation and Reporting (Task 4)	Relicensing – License Application (Task 5)	Post-Filing Work (Task 6)⁴	Settlement Negotiations (Upon Authorization) (Task 8)
<ul style="list-style-type: none"> • Draft Strategic & Communication Plans (Aug – Dec 2023) • Review 90% Draft (Q4 2023) • Kick-off with City and additional subject matter experts (SME) and conduct preliminary study plan discussions • PAD Filing (Dec 2023) 	<ul style="list-style-type: none"> • Preliminary study plans (Q1 2024) • FERC site visit and scoping meetings (Feb 2024) • Draft PSP (Jan-May 2024) – Outlines and 2 City reviews • PAD Comments (March 2024) • File PSP (May 2024) • PSP Mtg (June 2024) • Draft RSP (July-Aug 2024) - 2 City reviews • File RSP (Sept 2024) • FERC Issues Study Plan Determination (Oct 2024) • Revise plans per SPD (Oct –Nov 2024) 	<ul style="list-style-type: none"> • 1st year studies (2025) • Study Report Templates and Outline (Q1 2025) • Study progress reports (summer 2025) • Draft ISR (Aug – Sept 2025) – 2 City reviews • File ISR (Oct 2025) • Complete on-going studies (2026) • Draft USR (Aug – Sept 2026) – 2 City reviews • File USR (Oct 2026, consider early filing if limited 2nd year studies) 	<ul style="list-style-type: none"> • Outline (Q4 2025) for City review • Revise outline and start drafting Exhibits (Q1 2026) • First Draft DLA (June 2026) • Draft BA (June-Aug 2026) - 2 City reviews • Revised Draft DLA (Aug 2026) • Final Draft DLA Filed (Sept 2026) • Update DLA to FLA with final study results – draft to City (Nov 2026) • DLA Comments (Dec 2026) • Revised draft FLA and BA with response to comments (Jan 2027) • File FLA and BA (Feb 2027) 	<ul style="list-style-type: none"> • AIR responses, as needed (March/April 2027) • Revised BA for City review • Revised HPMP for City review • Review REA from FERC (April/May 2027) • Submit Pre-Filing Meeting Request and participate in Pre-Filing Meeting (for Water Quality Certification) • Prepare Application for Water Quality Certification for Department of Environmental Quality (DEQ) • Review PPRs, as needed • Review Draft Environmental Assessment from FERC (February 2028) • Review Orders issuing New License (December 2028) • Respond to comments from LPs and FERC, as needed 	<ul style="list-style-type: none"> • Consultation between the City, Tribes, and regulatory agencies for settlement negotiations. • Develop settlement framework • Prepare materials for settlement negotiations

1 Schedule assumes relicensing follows the ILP and PAD filing in December 2023.

2 Project Schedule may not reflect all tasks in the Scope of Work:

Task 1 (Project Management) and Task 2 (Outreach, Engagement, and Consultation) are ongoing tasks.

Task 7 (Technical Support) is an as-needed task where specific deliverables and deadlines shall be agreed to by the City and the Consultant at a later date.

3 All work through PAD-filing is assumed to be completed under a separate Contract and not included in this scope.

4 Exact scope and extent of Task 6 (Post-Filing Work) is unknown at this time. An amendment is required in order to commence Task 6 work.

TASK 1: PROJECT MANAGEMENT AND MEETINGS

Project management activities include setting up the Contract, developing a project schedule based on the timelines in this Statement of Work and the desired end date of the Contract, coordination between the Consultant and City, subconsultant management, monitoring Contract performance, preparation of status reports, invoicing, and close out of the Contract. This task is continuous throughout the duration of the project.

1.1 SPECIFIC TASKS:

- 1.1.1. Consultant to schedule, coordinate, and facilitate meetings and work sessions required to meet FERC relicensing or license surrender process requirements.
- 1.1.2. Consultant to participate in weekly meetings (internal and with City) to manage schedule and action items and four workshops (four hours per workshop) at key milestones to coordinate project strategy.
- 1.1.3. Consultant to participate in four in-person strategy sessions throughout the relicensing process; City and Consultant shall coordinate and agree upon timing and schedule.
- 1.1.4. In support of the meetings, the Consultant shall maintain an action item table that will serve as both the agenda and a summary for each call.
- 1.1.5. Consultant shall prepare materials in advance and coordinate necessary review of materials in advance of meetings and workshops.
- 1.1.6. Consultant shall provide subconsultant onboarding.
- 1.1.7. Consultant shall process and pay their subcontractor invoices as stated in the Contract terms and conditions.

1.2 DELIVERABLES:

Consultant's deliverables shall include:

- 1.2.1. Action item table for weekly project meetings.
- 1.2.2. Monthly summary table showing monthly and running cost totals by tasks/subtasks (including total cost to date and percent of budget expended), and COBID participation to date (including disaggregated data).
- 1.2.3. Monthly status reports discussing progress and current issues related to each major task. Report to include discussion of major milestones and a proposed recovery plan if major tasks are, or are at risk to become, behind schedule.
- 1.2.4. Monthly subconsultant payment and utilization reporting electronically by the 15th of each month with invoice.

1.3 EXPECTATIONS:

- 1.3.1. Consultant expects a minimum of one hour per week of project meetings.
- 1.3.2. Consultant shall have two Key Personnel participate in each weekly meeting to manage schedule and action items, with additional personnel as necessary. Consultant expects an average of three Consultant team members per meeting.

TASK 2: OUTREACH, ENGAGEMENT, AND CONSULTATION

To support meeting FERC consultation requirements, activities under this Task include working with the City to develop and refine the outreach, engagement, and consultation strategy and communication needs for various external audiences and licensing parties. The Consultant shall support the City in the following efforts: (1) identifying Tribal and agency interests early on, (2) Section 106 of National Historic Preservation Act of 1966 consultation in support of the relicensing (expected to begin March 2024 for relicensing; timing uncertain for license surrender), (3) consultation with regulatory agencies, including National Marine Fisheries Service (NMFS), the Oregon Department of Environmental Quality (DEQ), the State Historical Preservation Office (SHPO), and the Oregon Department of Fish and Wildlife (ODFW), and (4) outreach and engagement with Indian Tribes and other agencies and licensing parties.

2.1 SPECIFIC TASKS:

Consultant shall:

- 2.1.1 Maintain consultation record. City staff will provide information on consultation communications.
- 2.1.2 Review outreach materials.
- 2.2.2 Provide meeting planning and strategy input to support with Section 106 and Tribal and regulatory agency consultation strategy and material development.
- 2.2.3 Prepare materials such as talking points and technical briefing materials.
- 2.2.4 Facilitate, as requested in writing by the PWB PM, meetings with Indian Tribes, regulatory agencies, and other interested parties.

2.2 DELIVERABLES:

Consultant's deliverables shall include:

- 2.2.1 Consultation record templates (e.g., tracking spreadsheet, communication template).
- 2.2.2 Example outreach fact sheets and fact sheet templates.

2.3 EXPECTATIONS:

- 2.3.1 City staff will lead consultation meetings with agencies and Indian Tribes.
- 2.3.2 City staff will lead external communications (media, water customers, etc.) as well as engagement with FERC staff, City Attorney, and Contracted legal counsel.
- 2.3.3 Consultant team subject-matter experts (SME) or PM (up to two team members) participation in up to 12 consultation meetings, if requested in writing by the City PM.
- 2.3.4 Consultant shall provide the City with tools and materials (e.g., example fact sheets) to assist with strategic outreach and communication.
- 2.3.5 Consultant shall provide the City with tools and materials (e.g., example spreadsheets) to assist with tracking and documenting consultation record.

OVERVIEW OF TASKS 3 AND 4 (RELICENSING STUDY PLAN DEVELOPMENT AND RELICENSING STUDY IMPLEMENTATION)

Tasks 3 and 4 are presented in the context of relicensing. Should surrender be pursued, Consultant and City's PM shall modify the scope, schedule, and budget for these tasks accordingly. The Study Plan Development and Implementation stages of relicensing are dynamic and difficult to predict at this time as they are dependent upon input from FERC, regulatory agencies, Indian Tribes, and other interested parties provided during the formal relicensing process. Tasks 3 and 4 describe two separate Study Plan phases: (Task 3) Study Plan Development, where studies are proposed, negotiated, and defined through the relicensing process; and (Task 4) Study Implementation, where the resulting studies from Task 3 are conducted and reported on.

Due to the high level of uncertainty, work for these tasks is described based on the current assumptions of anticipated studies while leaving flexibility to adapt based on outcomes of the relicensing process. It is understood, and described in Tasks 3 and 4, that the City and Consultant shall come to agreement on revised deliverables, schedule, and budget for the individual studies as the study requirements are better understood. These revisions will require an amendment to the Contract.

Current deliverables, schedule, and budget for Tasks 3 and 4 were developed with the understanding that the Consultant would perform the following studies: (1) cultural resources survey in transmission line corridor and field updates of limited areas based on consultation with SHPO and other parties; (2) collection of regional recreation use baseline information; (3) limited water quality study to supplement existing data collection by City; (4) existing information summary/study for fish habitat; (5) baseline hydrology report; and (6-8) up to three additional one-year studies.

TASK 3: RELICENSING - STUDY PLAN DEVELOPMENT

Activities in this task include compilation of input from FERC and interested parties from the Scoping and Study Plan phases, and development of the Proposed Study Plan (PSP) and the Revised Study Plan (RSP).

3.1 SPECIFIC TASKS:

- 3.1.1 Consultant shall support City in preparation for meetings associated with FERC scoping meeting and site visit, as well as PSP meeting.
 - 3.1.1.1 Support includes providing guidance on strategy, providing example templates, assisting with document, and meeting material development, organizing meeting logistics, and facilitation, as requested in writing by the PWB PM.
 - 3.1.1.2 Official meeting notes are not required to be developed/filed with FERC for scoping meetings and site visit (as they are FERC-led meetings); also, official meeting notes are not a requirement for PSP meetings (notes can be developed for internal team purposes).
 - 3.1.1.3 In-person participation of Consultant team SMEs (up to four team members) and PM (up to three team members) at FERC scoping site visit(s).
- 3.1.2 Consultant shall compile and organize stakeholder comments and/or study requests which may be filed with FERC in response to the PAD, FERC scoping documents (SD1/SD2), FERC scoping and site visit, PSP, and RSP.
- 3.1.3 Consultant shall draft response document(s) to the items listed in prior bullet, and provide guidance on strategy, organize comment 'themes,' fact-check comments and assumptions, and strategize areas of 'push back.'
- 3.1.4 Consultant shall work with City's PM and resource leads to identify information needs for each resource area and prepare general framework for draft study plans.
 - 3.1.4.1 Work by Consultant shall include organizing and leading/facilitating meetings with City staff, researching available data and information, strategizing on studies to be performed and methodologies, and addressing FERC's seven study criteria, as well as reviewing draft proposals by City staff.
 - 3.1.4.2 City and Consultant will agree either through verbal communication (if privileged information is involved) or via email on information needs for each resource area prior to developing the draft study plans.
- 3.1.5 Consultant shall draft PSPs to meet FERC content requirements and to address FERC's seven study criteria.
 - 3.1.5.1 Contract statement of work (also identified as "scope") and budget provides eight studies (more detail on studies is included in Overview of Tasks 3 and 4, above).
- 3.1.6 Consultant shall draft RSPs to meet FERC content requirements and to address FERC's seven study criteria.
 - 3.1.6.1 Contract Statement of Work (scope) and budget provides eight studies (more detail on studies is included in Overview of Tasks 3 and 4, above).
 - 3.1.6.2 Includes incorporation of study requests or comments from City, FERC, agencies, Indian Tribes, and other interested parties as applicable.
 - 3.1.6.3 Shall include basis for including or not including all or some of study requests received (assessed in context of FERC's seven study criteria).
- 3.1.7 Consultant shall support the City in preparation of the following:
 - 3.1.7.1 Electronic filing and distribution of PSP.
 - 3.1.7.2 Materials for and participation in the PSP meeting and required meeting summary for filing with FERC.
 - 3.1.7.3 Document revision, preparation, electronic filing, and distribution of RSP.
- 3.1.8 The City and the Consultant will reevaluate and agree to revised deliverables, scope, schedule, and budget for study implementation and reporting (Task 4) based on the studies to be performed per FERC's Study Plan Determination (SPD) Letter. Any required changes to the deliverables, scope, schedule, and budget must be approved via an amendment to the Contract. This will follow after the City's PM has complete the bureau's Preapproval Request Form and obtained approval to proceed.
 - 3.1.8.1 The same reevaluation and agreement will occur prior to the potential second study season (if a second study season is required).

- 3.1.8.2 Development of revised deliverables, scope, schedule, and budget will begin as soon as there is a relatively high level of certainty on what required studies will be included in FERC's SPD.
- 3.1.8.3 Development of study efforts will occur in partnership with City staff through meetings, workshops, or other communications as needed, dependent upon study needs and complexity.
- 3.1.9 Once agreement on revised deliverables, scope, schedule, and budget for required studies is reached, as noted above the City will prepare an amendment formalizing the revised scope for Task 4. The executed Contract amendment will serve as a Notice To Proceed (NTP) to Consultant authorizing work on Task 4.
- 3.1.10 DELIVERABLES:
 - Consultant's deliverables shall include:
 - 3.1.10.1 Meeting notes from FERC scoping meetings, site visit, and PSP plan meeting.
 - 3.1.10.2 Response documents to stakeholder comments and/or study requests which may be filed with FERC in response to the PAD, FERC scoping documents (SD1/SD2), FERC scoping and site visit, PSP, and RSP.
 - 3.1.10.3 Study plan template
 - 3.1.10.4 Draft and Final PSP
 - 3.1.10.5 Draft and Final RSP
- 3.1.11 EXPECTATIONS:
 - 3.1.11.1 The PSP is due to FERC in May 2024 and RSP is due to FERC in September 2024.
 - 3.1.11.2 Content of the study plans shall be driven by FERC stakeholder responses to the PAD and ongoing consultation with agencies, Indian Tribes, and other licensing parties.
 - 3.1.11.3 Consultant team shall develop initial drafts of study plans with review by City SMEs and resource leads.
 - 3.1.11.4 Consultant has provided City with cost estimates for the potential studies identified in Task 3 and 4 (and as presented in the Request for Proposal) that may be required in support of obtaining a new license for the Project. The cost estimates represent general, initial placeholder allowances only and will be reevaluated and updated by City and Consultant following receipt of FERC's SPD Letter, as described for Task 4 Specific Tasks.
 - 3.1.11.5 Study plan implementation is expected to occur in 2025 and 2026.
 - 3.1.11.6 60 hours of Consultant team SME support for study dispute and related technical meetings are budgeted. Additional formal dispute resolution is not included as part of this scope.

TASK 4: RELICENSING - STUDY IMPLEMENTATION AND REPORTING

Study Plan Implementation and Reporting activities include management of the study teams, field coordination of study efforts, implementation of relicensing studies ultimately required by FERC's SPD, and report development. Activities also include: development of the Initial Study Report (ISR); preparation for and participation in the ISR Meeting; development of the Updated Study Report (USR); and preparation for and participation in the USR Meeting.

Task 4 represents the base level work and initial placeholder allowances of five anticipated studies and up to three additional one-year studies (as described above in the Task 3 and 4 Overview section) and includes field preparation, job safety planning, technical implementation of studies, and draft and final report preparation consistent with scope and methodologies required by FERC's SPD (with study variances noted in ISR or USR if applicable).

4.1 SPECIFIC TASKS:

- 4.1.1 In coordination with the City, Consultant shall manage:
 - 4.1.1.1 Conducting studies required by FERC's SPD and preparation of study reports;
 - 4.1.1.2 Drafting of one informal status report to PWB on progress of studies or assessments, highlighting findings, questions, or potential issues;

- 4.1.2 Consultant to draft ISR and USR consistent with FERC regulations for PWB review; Consultant to lead development of drafts.
- 4.1.3 Consultant to support the City in preparation for and participation in the ISR and USR meetings and prepare meeting summaries.
 - 4.1.3.1 Support includes providing strategic guidance; study summaries; talking points; graphs, tables, and other data visualizations; and other presentation materials.
- 4.2 DELIVERABLES:

Consultant's deliverables shall include:

 - 4.2.1 Study report templates.
 - 4.2.2 Draft and Final ISR
 - 4.2.3 Draft and Final USR
 - 4.2.4 ISR meeting summary
 - 4.2.5 USR meeting summary
- 4.3 EXPECTATIONS
 - 4.3.1 Schedule for studies, informal status reports, ISR and USR drafts (including City SME review) will be better understood by City and Consultant upon completion of the RSP and shall be finalized and agreed-upon after issuance of the FERC SPD.
 - 4.3.2 Permitting and Safety: City staff shall assist with logistics and coordination in advance of fieldwork. City staff shall provide support for identifying permitting requirements, restrictions, and specifics about field safety protocols with regard to fieldwork in specific locations, call-in/call-out procedures, and additional field-related information, prior to fieldwork commencing.
 - 4.3.3 City SME staff shall assist with study planning and implementation by providing the Consultant applicable background information and data (including geospatial data) for studies and reviewing study reports.
 - 4.3.4 Field work and field-related data management shall be conducted by the Consultant team.
 - 4.3.4.1 Depending on FERC's SPD or subsequent modified determinations, the City may provide limited SME support for field-related work; this shall be included as part of the agreement between the City and Consultant (Task 3) for each study prior to study implementation.
 - 4.3.5 Dispute resolution is not included in Task 4 as part of Contract scope.

TASK 5: RELICENSING - LICENSE APPLICATION

License application activities include development of the Draft License Application (DLA) and Final License Application (FLA), and an initial allowance to support anticipated amendments or additional information filings related to analysis in the FLA. This task also includes drafting of Biological Assessments (BA) or Biological Opinions (BO) for aquatics resources and terrestrial resources.

- 5.1 SPECIFIC TASKS:
 - 5.1.1 Consultant shall support the City in preparation of the following ("support" anticipates and includes leading development of drafts, providing guidance on strategy, and providing example templates):
 - 5.1.1.1 Development of a PME Measure Proposal and Endangered Species Act (ESA) Coverage Strategy.
 - 5.1.1.2 Development of draft BAs or BOs for aquatic and terrestrial resources.
- 5.2 Development and preparation of the DLA for submittal to FERC and other applicable parties. This includes:
 - 5.2.1 FERC DLA content requirements.
 - 5.2.2 Document revision, preparation, reproduction, and electronic distribution.
 - 5.2.3 Discussion of consultation conducted.

- 5.2.4 Discussion of impact assessments in each applicable section.
- 5.2.5 Results of studies.
- 5.2.6 Licensee proposals.
- 5.3 Development and preparation of the FLA for submittal to FERC and other applicable parties. This includes:
 - 5.3.1 FERC FLA content requirements.
 - 5.3.2 Document revision, preparation, reproduction, and electronic distribution.
 - 5.3.3 Incorporation of germane comments, recommendations, and studies (or basis of why not included).
 - 5.3.4 Final impact assessments and licensee proposals.
 - 5.3.5 Required exhibits, with new Exhibit F drawings and Exhibit G maps (drawings and maps to meet requirements of 18 CFR 4.39).
- 5.4 Responding to licensing party / FERC comments on DLA and filing of FLA.
 - 5.4.1 DELIVERABLES:

Consultant's deliverables shall include:

 - 5.4.1 DLA and FLA templates.
 - 5.4.2 Draft and Final DLA.
 - 5.4.3 Draft and Final FLA.
 - 5.4.3.1 To include required exhibits, with new Exhibit F drawings and Exhibit G maps (drawings and maps to meet requirements of 18 CFR 4.39).
 - 5.4.4 Draft supporting BAs or BOs for the Project.
- 5.5 EXPECTATIONS:
 - 5.5.1 FLA is due February 28, 2027.
 - 5.5.2 The Consultant assumes the DLA and FLA based on the study package as described in Overview of Tasks 3 and 4, above. It is understood that the City and Consultant shall come to agreement on revised deliverables, schedule, and budget as the study package is better understood. A Contract amendment shall be executed if necessary.
 - 5.5.3 The information and content (description and data) for FLA Exhibits A and B shall be provided to the Consultant by the City. The Consultant shall develop templates and outlines consistent with FERC content requirements and provide them to the City for review.
 - 5.5.4 Any revisions or updates to license application Exhibit F drawings are not included as part of this Contract. The current Exhibit F drawings accurately represent the current PHP facilities and meet FERC's current requirements for Exhibit F drawings. If the City's PM determines that any revisions or updates to Exhibit F drawings are needed they will be added to this Contract via a Contract amendment.
 - 5.5.6 The existing license application Exhibit G drawings shall need to be reviewed and re-created by the Consultant in order to meet FERC's current requirements for Exhibit G drawings.
 - 5.5.7 Regarding the license application Exhibit F and G drawings to be developed, the Consultant has made the following assumptions:
 - 5.5.7.1 The Consultant will not need to perform a title search in support of updating the drawings.
 - 5.5.7.2 The Consultant will not need to perform a field survey.
 - 5.5.7.3 No abutter notifications will be required.
 - 5.5.7.4 The license application Exhibit G impoundment boundary is based on the existing drawings.
 - 5.5.7.5 The development of metes and bounds will not be required.
 - 5.5.7.6 Verification of as-built conditions is not included or needed.

- 5.6 The existing Historic Properties Management Plan (HPMP), documentation of existing best management practices (BMP), and data from Habitat Conservation Plan (HCP) implementation shall be made available by PWB for use by Consultants team.

TASK 6 POST-FILING WORK

Anticipated post-FLA activities include: responding to potential Additional Information Requests (AIR) received from FERC; preparing for consultation meetings with NMFS, Oregon SHPO, and U.S. Fish and Wildlife Service (USFWS); finalizing the BA (or BO) and HPMP and filing with FERC; reviewing FERC's Notice of Application Ready for Environmental Analysis; preparing an Application for Water Quality Certification for submittal to the DEQ; and other post-filing activities as described below.

6.1 SPECIFIC TASKS:

Consultant shall:

- 6.1.1 Support the response to potential AIRs received from FERC.
- 6.1.2 Prepare for and participate in consultation meetings with the NMFS, Oregon SHPO, and USFWS to discuss the finalization of the BA/BO and HPMP, respectively.
- 6.1.3 Finalize the BA/BO and HPMP and provide final documents to City to file with FERC.
- 6.1.4 Review FERC's Notice of Application Ready for Environmental Analysis.
- 6.1.5 Submit a Pre-Filing Meeting Request, participate in the Pre-Filing Meeting (if determined necessary), and prepare an Application for Water Quality Certification for submittal to the DEQ.
 - 6.1.5.1 Applications consist of a cover letter, DEQ's Request for Clean Water Act Section 401 Water Quality Certification completed form, and a copy of the FLA and subsequent AIR responses, if applicable.
- 6.1.6 Review potential Preliminary Prescriptions and Recommendations.
- 6.1.7 Review FERC's Draft Environmental Assessment.
- 6.1.8 Review FERC's Order Issuing the New License for the Project.
- 6.1.9 As requested by the PWB PM, support the PWB with the development of written comments in response to the licensing party/FERC-issued documents for filing with FERC.

6.2 DELIVERABLES:

Consultant's deliverables include:

- 6.2.1 Final BA/BO
- 6.2.2 Final HPMP
- 6.2.3 Water Quality Certification application
- 6.2.4 Comments from licensing party/FERC-issued documents, as necessary.

6.3 ASSUMPTIONS:

- 6.3.1 Since the exact scope and extent of post-filing activities is unknown at this time (in-particular FERC AIRs), Consultant's scope represents the types of activities anticipated. Budget for this Task has been scheduled in the Contract in the amount of \$213,303. When a determination is made and work activities for the Task can be further identified in detail an amendment to the Contract is required. The Consultant shall provide a detailed budget for this Task that will be included to that amendment.
- 6.3.2 The draft BA (or BO) and 401 Water Quality Certification applications shall include analysis of the City's proposed measures as presented in the FLA and supporting information from relicensing study reports.

TASK 7: TECHNICAL SUPPORT (UPON AUTHORIZATION)

Technical support activities include work by the Consultant team identified by the PWB PM that is within the scope of this Contract but not specifically defined at the time the Contract was executed. This may include support for additional technical

work related to relicensing, consultation in response to City staff questions (meetings, phone calls, emails), additional meetings/work sessions (in-person or virtual) between the Consultant team, City, and/or licensing parties. The intent of this task is to provide flexibility for work items that are undefined but may be necessary to complete quickly in response to requirements of the regulatory process. Consultant and the City's PM will agree in writing (email) on work items to be completed and budget assigned. Consultant shall not perform work under this Task without written authorization (email) from City's PM. If work exceeds current Task budget, an amendment will be required following the City's amendment process.

7.1 SPECIFIC TASKS:

As identified and authorized by PWB PM.

7.2 DELIVERABLES:

Consultant's deliverables shall include:

Specific deliverables and deadlines shall be agreed to in writing by PWB PM and Consultant prior to work being started. Email will be sufficient authorization for work performed within the authorized task budget and that an amendment is only needed should additional budget be required.

7.3 EXPECTATIONS:

7.3.1 Relicensing is a fluid and uncertain process that may require additional unanticipated work with tight deadlines.

7.3.1.1 Consultant's scope represents the types of activities anticipated. Budget for this Task has been scheduled in the Contract in the amount of \$52,078. If work required under this Task exceeds the budget, an amendment will be required.

TASK 8 SETTLEMENT NEGOTIATIONS (AUTHORIZATION THROUGH AMENDMENT TO THE CONTRACT, FOLLOWED BY NOTICE TO PROCEED)

Settlement negotiations are often complex and dynamic processes addressing a diversity of subject areas (technical, legal, regulatory, procedural) and require information be produced, distributed, and assimilated in advance of meetings occurring on a rigorous schedule. If the City decides to engage in settlement negotiations with licensing parties, the Consultant shall work with the City to provide general technical support for consultation for settlement negotiations.

The Settlement Negotiations task may include activities such as development of the Settlement Framework (protocols or rules of the road) and targeted schedule/technical document workflow for settlement negotiations; development of materials related to settlement negotiations, including technical presentations, proposed PMEs, and other technical materials necessary to advance the settlement negotiations as requested.

8.1 SPECIFIC TASKS:

8.1.1 Consultant to provide general technical support (e.g., strategic guidance, meeting materials and preparation, regulatory documentation) to the City for consultation with Indian Tribes and regulatory agencies for settlement negotiations. Support includes:

8.1.1.1 Consultant shall prepare for and participate in internal settlement planning meetings and settlement meetings with licensing parties as needed.

8.1.1.2 Consultant shall coordinate with technical teams in the preparation of project analyses necessary to inform settlement discussion as needed.

8.1.1.3 Consultant shall work with City staff to coordinate meeting logistics and develop meeting materials as needed.

8.2 DELIVERABLES:

Consultant's deliverables include:

8.2.1 Settlement Framework

8.2.2 Targeted schedule/technical document workflow

8.2.3 Materials related to settlement negotiations (meeting materials, technical presentations, proposed PMEs)

8.3 EXPECTATIONS:

- 8.3.1 City shall lead settlement negotiation meetings.
- 8.3.2 City and Consultant shall agree upon revised deliverables, scope, schedule, and budget for Task 8 at the time it appears that a decision to engage in settlement negotiations is imminent.
- 8.3.3 No work shall be completed on this Task without a written NTP signed by the PWB PM. A copy will be provided by the PWB PM to the Consultant and PWB CAB. If a more detailed statement of work and deliverables are required for this Task 8 an amendment to the Contract will be issued and requires signature of approval by both delegated authorities prior to commencement of task work. A written NTP signed by the PWB PM will then follow.
- 8.3.4 Consultant shall support legal counsel in the development of settlement agreement in principle or draft settlement agreement, draft license articles, and other legal documents.
- 8.3.5 City legal representation shall prepare confidentiality documents related to settlement negotiations.
- 8.3.6 The settlement process shall be based on information and data developed through the study process and additional study activities are not required (or included as part of this Contract).
- 8.3.7 Consultant assumes that a settlement agreement in principle would be developed prior to FERC's issuance of the notice of Ready for Environmental Analysis.

Table A-1. ILP Milestones for Portland Hydroelectric Project through filing of the FLA

Activity	Responsible Party	Time Frame and Regulation	ILP (5 years, 3 months)	ILP Late (5 years)
<i>Pre-filing Activity</i>				
File NOI and PAD with the FERC and Distribute to Stakeholders	City of Portland	As early as 5.5 years, but no later than 5 years prior to license expiration 18 CFR § 5.5 and 5.6	12/1/2023	2/28/2024
<i>Post-PAD Filing Activity</i>				
Initial Tribal Consultation Contact or Meeting	FERC	Within 30 calendar days of filing NOI and PAD (up to Day 30) 18 CFR § 5.7	12/31/2023	3/29/2024
Commission notices NOI/PAD and issues Scoping Document 1 (SD1)	FERC	Within 60 calendar days of filing NOI and PAD (up to Day 60) 18 CFR § 5.8(a)	1/30/2024	4/28/2024
Commission holds Scoping Meetings/Site Visit	FERC	Within 30 calendar days of NOI and PAD notice, and issuance of SD1 (up to Day 90) 18 CFR § 5.8(b)	2/29/2024	5/28/2024
File Comments on PAD, SD1 and Study Requests	Stakeholders	Within 60 calendar days of NOI & PAD notice and issuance of SD1 (up to Day 120) 18 CFR § 5.9(a)	3/30/2024	6/27/2024
File Proposed Study Plan (PSP)	City of Portland	Within 45 calendar days of deadline for filing comments on PAD (up to Day 165) 18 CFR § 5.9	5/14/2024	8/11/2024
Study Plan Meeting(s)	City of Portland	Within 30 calendar days of deadline for filing PSP (up to Day 195) 18 CFR § 5.11(e)	6/13/2024	9/10/2024
Conduct Preliminary Field Study Activities (in advance of formal Study Plan Determination [SPD])	City of Portland	18 CFR § 5.15	-	-
File Comments on PSP	Stakeholders	Within 90 calendar days after PSP is filed (up to Day 255) 18 CFR § 5.12	8/12/2024	11/9/2024
File Revised Study Plan (RSP; if necessary)	City of Portland	Within 30 calendar days of deadline for comments on PSP (up to Day 285) 18 CFR § 5.13(a)	9/11/2024	12/9/2024
File Comments on RSP (if necessary)	Stakeholders	Within 15 calendar days following RSP (up to Day 300) 18 CFR § 5.13(b)	9/26/2024	12/24/2024
Commission Issues SPD	FERC	Within 30 calendar days following RSP (up to Day 315) 18 CFR § 5.13(c)	10/11/2024	1/8/2025
<i>Formal Study Dispute Resolution Process</i>	Agencies with mandatory conditioning authority	Initiated within 20 calendar days of SPD 18 CFR § 5.14(a)	10/31/2024	1/28/2025
<i>Dispute Resolution Panel Convenes</i>	Dispute Resolution Panel	Within 20 calendar days of notice of study dispute	11/20/2024	2/17/2025
<i>Comments on Study Plan Disputes</i>	City of Portland	Within 25 calendar days of notice of study dispute	11/25/2024	2/22/2025
<i>Third Panel Member Selection Due</i>	Dispute Resolution Panel	Within 15 calendar days of when Dispute Resolution Convenes	12/10/2024	3/9/2025

Activity	Responsible Party	Time Frame and Regulation	ILP (5 years, 3 months)	ILP Late (5 years)
<i>Dispute Resolution Panel Technical Conference</i>	Dispute Resolution Panel, City of Portland, Stakeholders	Prior to engaging in deliberative meetings	TBD	TBD
<i>Dispute Resolution Panel Findings and Recommendations</i>	Dispute Resolution Panel	No later than 50 calendar days after notice of study dispute	12/20/2024	3/19/2025
<i>Study Dispute Determination</i>	FERC	No later than 70 calendar days after notice of study dispute	1/9/2025	4/8/2025
File Study Progress Reports	City of Portland	[schedule and frequency to be determined in Study Plan] 18 CFR § 5.15(b)		
Conduct Studies	City of Portland	18 CFR § 5.15	Jan 2025	Apr 2025
File Initial Study Report (ISR)	City of Portland	Based on SPD or no later than 1 year after Commission approves Study Plan 18 CFR § 5.15(c)(1)	10/11/2025	1/8/2026
Initial Study Results Meeting	City of Portland and Stakeholders	Within 15 calendar days of ISR 18 CFR § 5.15(c)(2)	10/26/2025	1/23/2026
File Study Results Meeting Summary	City of Portland	Within 15 calendar days of Study Results Mtg 18 CFR § 5.15(c)(3)	11/10/2025	2/7/2026
File Meeting Summary Disputes/Requests to Modify Study Plans, If Necessary	Stakeholders	Within 30 calendar days of Study Results Mtg Summary 18 CFR § 5.15(c)(4)	12/10/2025	3/9/2026
File Responses to Disputes, If Necessary	City of Portland	Within 30 calendar days of filing of Mtg Summary Disputes 18 CFR § 5.15(c)(5)	1/9/2026	4/8/2026
FERC Resolves Disputes, If Necessary	FERC	Within 30 calendar days of filing Responses to Disagreements 18 CFR § 5.15(c)(6)	2/8/2026	5/8/2026
Conduct Formal “Second Season” Field Studies, If Necessary	City of Portland	18 CFR § 5.15	Jan 2026	Apr 2026
File Second Season Study Progress Report	City of Portland	18 CFR § 5.15(b)		
File Updated Study Report (USR)	City of Portland	Based on SPD or no later than 2 years after Commission approves Study Plan 18 CFR § 5.15(c)(1)	10/11/2026	1/8/2027
Second Study Results Meeting	City of Portland and Stakeholders	Within 15 calendar days of USR 18 CFR § 5.15(c)(2)	10/26/2026	1/23/2027
File Study Results Meeting Summary	City of Portland	Within 15 calendar days of Study Results Mtg 18 CFR § 5.15(c)(3)	11/10/2026	2/7/2027
File Preliminary Licensing Proposal (PLP) or Draft License Application (DLA) with the FERC and Distribute to Stakeholders	City of Portland	No later than 150 calendar days before final application is filed 18 CFR § 5.16(a)	10/1/2026	10/1/2026
Comments on PLP / DLA, Additional Information Requests (if necessary)	Stakeholders	Within 90 calendar days of filing PLP or DLA 18 CFR § 5.16(e)	12/30/2026	12/30/2026
Final License Application (FLA) Filed to FERC and Distributed to Stakeholders	City of Portland	18 CFR § 5.17(a)	2/28/2027	2/28/2027
Post-filing Activity				
Commission issues Tendering Notice (Application filed)	FERC	Within 14 calendar days after the filing of the FLA 18 CFR § 5.19	3/14/2027	3/14/2027

Activity	Responsible Party	Time Frame and Regulation	ILP (5 years, 3 months)	ILP Late (5 years)
Issuance of any Outstanding Pre-filing Additional Information Request (AIR)	FERC	Within 30 calendar days of Application Filing 18 CFR § 5.19	3/30/2027	3/30/2027
Notice of Acceptance/Notice of Ready for Environmental Analysis (REA)	FERC	Generally, within 60 calendar days of the Tendering Notice or AIRs are complete 18 CFR § 5.22	5/13/2027	5/13/2027
Filing of Section 401 Water Quality Certification application (to state agency and file also with FERC)	City of Portland	Within 60 calendar days of the Notice of REA 18 CFR § 5.23	7/12/2027	7/12/2027
Comments, recommendations, and interventions on the License Application	Stakeholders	Within 60 calendar days of the Notice of REA 18 CFR § 5.23	7/12/2027	7/12/2027
10(j) recommendations, 4e Preliminary Conditions, and Preliminary Fish Passage Prescriptions	Agencies	Within 60 calendar days of the Notice of REA 18 CFR § 5.23	7/12/2027	7/12/2027
Issuance of Draft Environmental Assessment (EA)	FERC	Within 180 calendar days of receiving Stakeholder comments 18 CFR § 5.25	1/8/2028	1/8/2028
Comments on Draft EA and preliminary Mandatory Terms and Conditions or Prescriptions	Stakeholders	Within 30 calendar days of issuance of Draft EA 18 CFR § 5.25	2/7/2028	2/7/2028
Filing of Mandatory Prescriptions	Mandatory Conditioning Agencies	Within 60 calendar days of filing of comments on Draft EA 18 CFR § 5.24	4/7/2028	4/7/2028
Issuance of Final EA	FERC	Within 90 calendar days of filing of Mandatory Prescriptions 18 CFR § 5.24	7/6/2028	7/6/2028
Initialization of Section 10(j) Process and Discussion Meeting, If Necessary	FERC	Within 90 calendar days of FERC issuance of preliminary determination of inconsistency 18 CFR § 5.26	1/8/2028	1/8/2028
Issuance of License Order	FERC	-	2/28/2029	2/28/2029

1. If the due date falls on a weekend or holiday, the deadline is the following business day.
2. All Director's determinations are subject to request for rehearing to FERC pursuant to 18 CFR § 375.301(a) and 385.713. Any request for rehearing must be filed within 30 days of determination.
3. Shaded actions are not necessary if there are no study or meeting summary disputes.

Table A-2. TLP Milestones for Portland Hydroelectric Project through filing of the FLA

Activity	Responsible Party	Regulation	TLP (5 years, 3 months)	TLP Late (5 years)
Stage 1 Consultation				
Pre-Application Document (PAD) Preparation: Develop agreed-upon relicensing strategy, Information Gathering, Document Preparation	City of Portland	-	June 2023	Sep 2023
Initial consultation with agencies regarding use of TLP and relicensing schedule	City of Portland	-	July 2023	Oct 2023
File NOI, PAD, and Request to Use TLP with the FERC and distribute to the stakeholders	City of Portland	18 CFR § 5.5 and 5.6	9/1/2023	2/28/2024
File verification of public notices of filing of NOIs, PAD, and TLP requests in local newspaper with FERC	City of Portland	18 CFR § 5.3	12/1/2023	2/28/2024
Submit comments on the applicant's request to use the TLP.	Stakeholders	18 CFR §5.3(d)(2)	12/31/2023	3/29/2024
Initiate Tribal Consultation	FERC	-	12/31/2023	3/29/2024
Notices NOI/PAD and grants Requests to Use TLP	FERC	-	1/15/2024	4/13/2024
Provide FERC with written notice of Joint Agency/Public Meeting	City of Portland	18 CFR 4.38(b)(3)(i)	2/12/2024	5/11/2024
Hold Joint Agency/Public Meeting and Site Visit	City of Portland	18 CFR 4.38(b)(3)(ii)	2/29/2024	5/28/2024
Submit comments on PAD and study requests to licensee (the City)	Stakeholders	18 CFR 4.38(b)(3)(ii)	4/29/2024	7/27/2024
Stage 2 Consultation				
Conduct Study Scoping Meeting	City of Portland	- ¹	6/28/2024	9/25/2024
Distribute draft study plans	City of Portland	- ¹	8/27/2024	11/24/2025
Meeting or conference call to discuss study plans	City of Portland	- ¹	9/25/2024	12/23/2024
Finalize study plans with agencies	City of Portland	- ¹	10/26/2024	1/23/2025
Conduct first season of studies	City of Portland	- ¹	Mar 2024 - Oct 2024	Oct 2024 - Jun 2025
Conduct second-year field study activities, if needed	City of Portland	- ¹	Mar 2025 - Oct 2025	Oct 2025 - Jun 2026
Issue Draft Study Report(s) to stakeholders	City of Portland	- ¹	6/28/2025	12/16/2026
Initial Settlement Meeting	City of Portland	- ¹	8/27/2025	2/14/2026
Settlement Negotiations	City of Portland	-	-	-
Issue Final Study Report(s) to stakeholders, if needed	City of Portland	- ¹	6/17/2026	12/17/2026
Issue DLA (including final study reports) to stakeholders and revised draft Settlement Agreement to settlement parties	City of Portland	18 CFR 4.38(c)(4)	10/1/2026	10/1/2026
Post-DLA settlement meeting or conference call	City of Portland	18 CFR 4.38(c)(6)	10/31/2026	10/31/2026
File comments on DLA and revised draft settlement agreement	Stakeholders	18 CFR 4.38(c)(5)	12/30/2026	12/30/2026
File FLA (with Settlement Agreement) with FERC	City of Portland	18 CFR 4.38(c)(9)	2/28/2027	2/28/2027

¹ No defined schedule, dates are approximate.

1. CONSULTANT KEY PERSONNEL

The Consultant shall assign the following Key Personnel to do the work in the capacities designated and agrees not to substitute these personnel while working on the Contract without the express approval of the City, which approval shall not unreasonably be withheld:

NAME	ROLE ON PROJECT
Susie Imholt	Project Manager
Jenna Borovansky	FECR Licensing Advisor
Sandy Cody	Study and Environmental Lead
Emily Andersen	Deputy Project Manager
Jennifer Ferris	Cultural Resources

2. SUBCONSULTANTS

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

Company	Role on Project	COBID Certification	Total Contract Value	% of Total Contract Value
Archaeological Investigations NW, Inc.	Cultural Resources	12290	\$ 160,979	6%
Hydropower Environmental Consultants, LLC	Fish & Aquatics, Water Quality	13714	\$ 300,960	11%
Triangle Associates	Facilitation	10582	\$ 100,680	4%
Watershed Geodynamics	Geology & Geomorphology	14292	\$ 61,200	2%
Beck Botanical Consulting	Terrestrial Ecology	14386	\$ 61,118	2%
Stillwater Sciences	Fish & Aquatics, Geology & Geomorphology	None	\$ 239,487.00	

Total subcontracting to COBID certified firms on this contract is estimated at **\$ 684,937** or **24%** of the Contract Amount.

The City will enforce all social equity Contracting and subcontracting commitments of COBID certified firms indicated in the table above. Consultant shall not add, eliminate, or replace any Subconsultant assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified COBID certified Subconsultants without prior written consent is a material breach of contract. Any changes must be reported and submitted to the PTE Contract Compliance Specialist. All changes to this Contract, including changes to the Subconsultant participation, must be made by written amendment and approved by the Chief Procurement Officer to be valid.

For Contracts valued \$50,000 or more, the Consultant shall submit Subconsultant payment and utilization information electronically in the Contract Compliance Reporting System, reporting ALL Subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at:

<https://www.portlandoregon.gov/bfrs/75932>.

EXHIBIT B Compensation

COMPENSATION

The maximum that the Consultant will be paid for the work on this Contract is **\$2,833,575.00** (hereafter the “not to exceed” amount).

The “not to exceed” amount includes all payments to be made pursuant to this Contract, including reimbursable expenses, and Contract Mitigation if any. Contract Mitigation can be used only with prior written approval of the City prior to any effort being accomplished on added tasks. Nothing in this Contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid to the Consultant may be less than that amount.

The Consultant shall be paid based on its hourly rates, plus any authorized expenses, in accordance with the tasks listed below. If a task is completed and accepted by the City, and the amount billed by the Consultant is less than the estimated budget for the task, the remaining amount may be used on the other tasks as authorized in writing by the Project Manager. In no event shall the Consultant bill for an amount greater than what is shown for each task.

Task/Phase	Description	Amount
1	Project Management Meeting	\$ 542,081
2	Outreach, Engagement, and Consultation	\$ 322,585
3	Relicensing Study Plan Development	\$ 231,932
4	Relicensing Study Implementation and Reporting	\$ 648,845
5	Relicensing License Application	\$ 694,623
6	Post-Filing Work	\$ 213,303
7	Technical Support (Upon Authorization)	\$ 52,078
8	Settlement Negotiations (Upon Authorization)	\$ 128,129
	Total Not to Exceed:	\$ 2,833,575

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

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

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

1. Payment Terms: Net 30 Days

The City shall pay the Consultant as follows upon the submission of invoices approved:

- 1.1. Invoices are to be submitted via email to: wbaps@portlandoregon.gov
- 1.2. Invoices must be in Consultant’s full name: HDR Engineering, Inc.
- 1.3. The Consultant shall make full payment to its subconsultants within **10 business days** following receipt of any payment made by the City to the Consultant.

2. Standard Reimbursable Costs

The following costs will be reimbursed without cost-increase:

- 2.1. **If pre-approved** by the City, allowable costs of travel shall be determined in accordance with the General Services Administration (GSA) per diem rates in effect on the date of this Contract. Consultant’s time spent traveling to the Portland area, however, will not be reimbursed. All costs incurred for local travel within the Portland metropolitan area, and a 100-mile radius, including but not limited to, vehicle mileage and parking fees are considered as included in the overhead rate, and shall not be reimbursed separately.
- 2.2. Travel. It is the policy of the City that all travel shall be allowed only when the travel is essential to the normal discharge of the Consultant’s responsibilities under the Contract. All travel must be for official City business only. All travel and lodging shall be conducted in the most efficient and cost-effective manner. Reimbursable direct costs include preapproved travel beyond a 100-mile radius of Portland. Travel shall be reimbursed as follows:
 - 2.2.1 **Airfare:** Itemized receipts are required, and reimbursement is based on actual expenses incurred. All Consultant representatives shall fly “coach class” unless Consultant personally pays the difference. One checked bag fee is permitted per flight.
 - 2.2.2 **Rail Travel:** Itemized receipts are required, and reimbursement is based on actual expenses incurred. All Consultant representatives shall travel by “coach class” unless Consultant personally pays the difference. For overnight rail trips, reimbursement for sleeper accommodations is limited to one roomette per person. Bedrooms are allowed only when roomettes are not available, and Consultant must provide proof of no availability. Any upgraded travel requires Consultant to personally pay the difference.

2.2.3 Car rentals: Itemized receipts are required, and reimbursement is based on actual expenses incurred. All Consultant representatives shall be limited to economy or compact-sized rental vehicles, unless there are three or more persons on official City business, or there is a need for another type of vehicle such as a truck to meet business requirements. Prior to renting any other sized vehicle beyond an economy or compact-sized vehicle the Consultant shall receive pre-approval in writing by the Portland Water Bureau Project Manager. Consultant shall pay the difference otherwise.

2.2.4 Taxis/Ride-sharing Services/Mass Transit/Parking/Tolls/Gas: Receipts are required, and reimbursement is based on actual expenses incurred. Reimbursable tips are limited to 15%. Use of mass transit is strongly encouraged.

2.2.5 Private Vehicle Usage: Private Vehicle usage is not authorized under this Contract to conduct Program activities unless pre-approved in writing by the Portland Water Bureau Project Manager. Mileage for use of a personal vehicle and related parking expense to reach airports, train station, or other transit locations to Portland is reimbursable as long as usage of the Personal vehicle was pre-authorized. No gas expenses will be reimbursed for private vehicle usage under this Contract.

2.3. Meals. Receipts are not required (but must be made available upon request or for an audit) and reimbursement is based on the U.S. General Services Administration's (GSA) Meal and Incidental Expenses (M&IE) rate and guidelines per the travel year and destination – <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

2.4. Lodging: Receipts are required, and reimbursement is based on GSA rates for the month and destination – <https://www.gsa.gov/travel/plan-book/per-diem-rates>. The GSA rates do not include lodging taxes, which may be reimbursed as a separate expense. Expenses beyond the allowable GSA rates will NOT be reimbursed.

2.5. It is the responsibility of the Consultant to request and maintain in their possession itemized receipts for air, lodging, ground transportation, and registration fee (if any) expenses. Under no circumstance will the City reimburse the aforementioned expenses without a receipt.

2.6. When submitting invoices, the Consultant shall include supporting documentation received from the PWB PM authorizing travel/meals along with all required travel receipts listed above. PWB will not pay Consultant or their subconsultants for overnight or extended parking costs not related to the scope of work under this Contract or if an alternate method is available at a lesser cost.

2.7. Preapproval of Travel/Meals

2.7.1 All travel shall be pre-approved in writing by the PWB PM with the Consultant providing an estimated total cost of the travel. Reimbursements for travel shall include itemized receipts AND a summary page with the following information: employee name, travel purpose, travel to/from locations, dates of travel, and list of expenditures for airfare, lodging, ground transportation, registration fee, and daily per diem requested. Daily per diem must be listed per day to reflect the amount charged per day minus any deductions for provided meals. The Consultant is required to notify the PWB PM regarding all travel they anticipate, including any travel beyond a 100-mile radius of Portland and indicate why this travel would be necessary.

2.7.2 When requesting authorization for travel and meals, the Consultant shall include the estimated date/times when Key Personnel, either employed with the Consultant or as a subconsultant on the Contract, will be required to travel and how this is associated with the Contract as well as indicate the location and estimated costs for that travel. The Consultant shall include the purpose and reason why a local member would not be available to perform the work and why an alternate communication method could not be used. The Consultant shall provide the preapproved email or letter that authorized travel when submitting their monthly invoice for review and approval.

2.8 Food and/or non-alcoholic beverages

Food and/or beverages may be provided to participants at training sessions, meetings or conferences that are allowable activities and have been preapproved by the PWB PM in writing. In addition, the agenda, list of participants and approval from the PWB PM must be included as an attachment to the monthly invoice submitted for the scheduled event. Expenses incurred for food and/or beverages provided at training sessions, meetings, or conferences must satisfy the following three (3) tests:

2.8.1 Test 1: The cost of the food and/or beverages provided is considered to a reasonable in cost. *

2.8.2 Test 2: The food and/or beverages provided are incidental to a work-related event.

2.8.3 Test 3: The food and/or beverages provided are not related directly to amusement and/or social events.

2.8.4 **Any event where alcohol is being served is considered a social event and, therefore, costs associated with that event are not allowable.**

**Reasonable in cost shall be defined as a price that is consistent with what a reasonable person would pay in the same or similar circumstances for the same business or for the same or similar item.*

2.9 The Consultant and their subconsultants shall adhere to the following applicable definitions for food and beverages:

2.9.1 Food and/or beverages retain their common meanings.

2.9.2 Food and/or beverages are considered in the context of formal meals and in the context of refreshments served at short, intermittent breaks during an activity that supports the project under this Contract between the Consultant and the Portland Water Bureau.

2.9.3 **Beverages do not include alcoholic drinks.**

EXHIBIT B Compensation

2.10 Gratuity

2.10.1 Gratuity for food, transportation, and other allowable expenses will be reimbursed at the maximum rate of 15%. Any additional tipping beyond 15% shall be paid by the Consultant.

2.10.2 Personal expenditures or expenditures not related to the Contract are not eligible for reimbursement.

3. Hourly Rates

3.1. The Consultant shall be compensated in accordance with the hourly rates set forth in attached Exhibit C, Hourly Billing Rate Table. In no way shall the cost of hours billed by the Consultant exceed the total Contract amount throughout the term of this Contract.

3.2. The City has authorized an annual hourly rate increase of 2% for each year of this Contract.

Other than as stated above, hourly rates may not be increased.

4. Subconsultant Costs

Compensation for Subconsultants shall be subject to the same billing restrictions and requirements as those of the Consultant. Consultant may bill Subconsultant services at cost plus a 5% mark-up and shall not be subject to any cost increase. Other direct expenses, as stated under Standard Reimbursable Costs, shall be billed at cost without mark-up. Allowable Subconsultant services can only be marked-up once. For example, the Consultant is not allowed to mark-up on a second tier Subconsultant's services if it has already been marked-up by the Consultant's Subconsultant. Mark-up is not allowed when using intergovernmental resources to complete work and will not be accepted.

5. Progress Payments

5.1. Compensation to the Consultant shall be based on the following:

5.1.1. Invoices submitted to the City, including the appropriate required information as outlined below and all supporting documentation relating to charges expressed on the invoice.

5.1.2. All invoices must be submitted using the Consultant's full name: **HDR Engineering, Inc.**

5.1.2.1. The invoice shall be submitted to Water Bureau Accounts Payable department at: wbaps@portlandoregon.gov

5.1.3. Detailed monthly Project Progress Reports submitted to the City Project Manager by email.

5.2. The Consultant is required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the Project or part of the Contract are not eligible for reimbursement. On or before the 15th of each month, the Consultant shall submit to the City Accounts Payable Department an invoice for work performed by the Consultant during the preceding month.

6. Invoices

6.1 On or before the 15th of each month, the Consultant shall submit to the Portland Water Bureau's Accounts Payable Department an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to, the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the Contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. **Ten days prior to initial billing, the Consultant shall develop a billing format for approval by the City. Provide this sample to the following contact: Andrew.Urdhal@portlandoregon.gov**

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

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

6.4 Compensation to the Consultant shall be based on the following:

6.4.1 Invoices submitted to the PWB Finance Department via email and includes the appropriate required information as outlined in the Contract and includes all supporting documentation relating to charges expressed on the invoice.

6.4.2 The invoice shall be emailed to wbaps@portlandoregon.gov.

6.4.3 Detailed monthly Project Progress Reports submitted to the PWB PM as required.

6.4.4 The monthly Project Progress Report shall be emailed to the PWB PM.

6.4.5 Monthly Utilization Reports (MUR). For Contracts valued \$50,000 or more, the Consultant shall submit subconsultant payment and utilization information electronically, reporting ALL subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at: <https://www.portlandoregon.gov/bfrs/75932>.

Contact the City's Procurement Office's PTE Contract Compliance Specialist for submission guidelines.

6.4.6 The MUR shall be emailed to the PWB PM and the City Procurement Compliance Manager, Paula.Wendorf@portlandoregon.gov.

- 6.4.7 The Consultant is required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the Project or part of the Contract are not eligible for reimbursement. On or before the 15th of each month, the Consultant shall submit to the PWB Accounts Payable Department an invoice for work performed by the Consultant during the preceding month.
- 6.4.8 The Consultant shall enter all pertinent information below on their invoice in order for the City to review and authorize processing of invoices for payment. Invoices shall be emailed to: wbaps@portlandoregon.gov.
- 6.4.9 Contract Number and Portland Water Bureau's Project Title.
- 6.4.10 Invoice date.
- 6.4.11 Date range during which the services are being invoiced for work provided.
- 6.4.12 Invoice number that ends in a "###", which represents the correct invoice sequence of issue. The last invoice submitted on the Project must be clearly labeled "Final Invoice."
- 6.4.13 PWB PM's name.
- 6.4.14 PWB Purchase Order number (to be provided by PWB Contract Administration Branch).
- 6.4.15 Original Contract total, not to exceed amount broken out by: Task and Subtask (as applicable).
- 6.4.16 Reflect additional funds associated with a Contract amendment(s) and show the revised/current Contract amount.
- 6.4.17 Paid-to-date amount showing the amount submitted prior to the current invoice (regardless of payment status).
- 6.4.18 Amount being invoiced for the current invoice.
- 6.4.19 Balance remaining on the Contract after receipt of payment for the current invoice.
- 6.4.20 Consultant shall describe all services performed with particularity and by whom it was performed (Consultant's individuals or subconsultant, labor category, direct labor rate, hours worked during the period) and shall itemize and explain all expenses for which reimbursement is claimed. If reimbursable expenses are authorized, identify by line item categories: 1) Travel Expenses, and 2) General Reimbursable Expenses. Note: Invoices for Basic Services under a specific Task shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Task that the amount invoiced represents.
- 6.4.21 The Consultant shall attach photocopies of claimed reimbursable expenses, as applicable and preapproved authorization document from the PWB PM.
- 6.4.22 The Consultant shall stamp and approve all subconsultant invoices and note on subconsultant invoice what they are approving as "billable" under the Contract.
- 6.4.23 The billing from the Consultant must clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices.

6.5 Prior to initial billing, the Consultant shall develop a billing format for approval by the City. Submission of the draft billing document shall be emailed to the PWB PM and the PWB CAB for final review and approval.

Email addresses:

Liane.Davis@portlandoregon.gov

Annette.Dabashinsky@portlandoregon.gov

Andrew.Urdahl@portlandoregon.gov

7. ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement and provide required documentation. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payments directly into Consultant's accounts with financial institutions. All payments shall be in United States currency.

8. Authorization to Proceed

Irrespective of the effective date of the Contract, the Consultant shall not proceed with any work required under this Contract without a written authorization to proceed from the City. Any work performed or expenses incurred by the Consultant prior to the Consultant's receipt of authorization to proceed shall be entirely at the Consultant's risk.

**Portland Water Bureau Hydro Relicensing
2023-2027 Rate Schedule**

Firm/Rate Classification HDR	2023 Range		2024		2025		2026		2027	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Cultural Resource Specialist 1	\$ 90.00	\$ 120.00	\$ 91.80	\$ 122.40	\$ 93.64	\$ 124.85	\$ 95.51	\$ 127.34	\$ 97.42	\$ 129.89
Cultural Resource Specialist 2	\$ 140.00	\$ 180.00	\$ 142.80	\$ 183.60	\$ 145.66	\$ 187.27	\$ 148.57	\$ 191.02	\$ 151.54	\$ 194.84
Cultural Resource Specialist 3	\$ 185.00	\$ 205.00	\$ 188.70	\$ 209.10	\$ 192.47	\$ 213.28	\$ 196.32	\$ 217.55	\$ 200.25	\$ 221.90
Cultural Resource Specialist 4	\$ 210.00	\$ 226.00	\$ 214.20	\$ 230.52	\$ 218.48	\$ 235.13	\$ 222.85	\$ 239.83	\$ 227.31	\$ 244.63
Environmental Planner/Scientist 1	\$ 95.00	\$ 115.00	\$ 96.90	\$ 117.30	\$ 98.84	\$ 119.65	\$ 100.81	\$ 122.04	\$ 102.83	\$ 124.48
Environmental Planner/Scientist 2	\$ 120.00	\$ 145.00	\$ 122.40	\$ 147.90	\$ 124.85	\$ 150.86	\$ 127.34	\$ 153.88	\$ 129.89	\$ 156.95
Environmental Planner/Scientist 3	\$ 150.00	\$ 190.00	\$ 153.00	\$ 193.80	\$ 156.06	\$ 197.68	\$ 159.18	\$ 201.63	\$ 162.36	\$ 205.66
Environmental Planner/Scientist Senior	\$ 190.00	\$ 250.00	\$ 193.80	\$ 255.00	\$ 197.68	\$ 260.10	\$ 201.63	\$ 265.30	\$ 205.66	\$ 270.61
GIS Analyst 1	\$ 120.00	\$ 145.00	\$ 122.40	\$ 147.90	\$ 124.85	\$ 150.86	\$ 127.34	\$ 153.88	\$ 129.89	\$ 156.95
GIS Analyst 2	\$ 150.00	\$ 180.00	\$ 153.00	\$ 183.60	\$ 156.06	\$ 187.27	\$ 159.18	\$ 191.02	\$ 162.36	\$ 194.84
GIS Analyst Senior	\$ 185.00	\$ 205.00	\$ 188.70	\$ 209.10	\$ 192.47	\$ 213.28	\$ 196.32	\$ 217.55	\$ 200.25	\$ 221.90
Project Controls Specialist	\$ 175.00	\$ 195.00	\$ 178.50	\$ 198.90	\$ 182.07	\$ 202.88	\$ 185.71	\$ 206.94	\$ 189.43	\$ 211.07
Project Coordinator	\$ 105.00	\$ 115.00	\$ 107.10	\$ 117.30	\$ 109.24	\$ 119.65	\$ 111.43	\$ 122.04	\$ 113.66	\$ 124.48
Project Accountant	\$ 110.00	\$ 130.00	\$ 112.20	\$ 132.60	\$ 114.44	\$ 135.25	\$ 116.73	\$ 137.96	\$ 119.07	\$ 140.72
Strategic Communications Specialist 1	\$ 100.00	\$ 140.00	\$ 102.00	\$ 142.80	\$ 104.04	\$ 145.66	\$ 106.12	\$ 148.57	\$ 108.24	\$ 151.54
Strategic Communications Advisor	\$ 265.00	\$ 290.00	\$ 270.30	\$ 295.80	\$ 275.71	\$ 301.72	\$ 281.22	\$ 307.75	\$ 286.84	\$ 313.91
Technical Advisor	\$ 250.00	\$ 300.00	\$ 255.00	\$ 306.00	\$ 260.10	\$ 312.12	\$ 265.30	\$ 318.36	\$ 270.61	\$ 324.73
Senior Technical Advisor	\$ 300.00	\$ 350.00	\$ 306.00	\$ 357.00	\$ 312.12	\$ 364.14	\$ 318.36	\$ 371.42	\$ 324.73	\$ 378.85
Intern	\$ 80.00	\$ 115.00	\$ 81.60	\$ 117.30	\$ 83.23	\$ 119.65	\$ 84.90	\$ 122.04	\$ 86.59	\$ 124.48
EIT	\$ 120.00	\$ 135.00	\$ 122.40	\$ 137.70	\$ 124.85	\$ 140.45	\$ 127.34	\$ 143.26	\$ 129.89	\$ 146.13
Engineer 1	\$ 145.00	\$ 165.00	\$ 147.90	\$ 168.30	\$ 150.86	\$ 171.67	\$ 153.88	\$ 175.10	\$ 156.95	\$ 178.60
Engineer 2	\$ 170.00	\$ 190.00	\$ 173.40	\$ 193.80	\$ 176.87	\$ 197.68	\$ 180.41	\$ 201.63	\$ 184.01	\$ 205.66
Engineer 3	\$ 195.00	\$ 220.00	\$ 198.90	\$ 224.40	\$ 202.88	\$ 228.89	\$ 206.94	\$ 233.47	\$ 211.07	\$ 238.14
Engineer 4	\$ 225.00	\$ 270.00	\$ 229.50	\$ 275.40	\$ 234.09	\$ 280.91	\$ 238.77	\$ 286.53	\$ 243.55	\$ 292.26
Engineer 5	\$ 275.00	\$ 300.00	\$ 280.50	\$ 306.00	\$ 286.11	\$ 312.12	\$ 291.83	\$ 318.36	\$ 297.67	\$ 324.73
Business Group Manager	\$ 275.00	\$ 300.00	\$ 280.50	\$ 306.00	\$ 286.11	\$ 312.12	\$ 291.83	\$ 318.36	\$ 297.67	\$ 324.73
Practice Lead	\$ 310.00	\$ 350.00	\$ 316.20	\$ 357.00	\$ 322.52	\$ 364.14	\$ 328.97	\$ 371.42	\$ 335.55	\$ 378.85

AINW	2023 Range		2024		2025		2026		2027	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
PI-Project Manager/Senior Archaeologist										
Jo Reese, M.A., R.P.A.	\$ 229.82	\$ 241.31	\$ 234.42	\$ 246.14	\$ 239.10	\$ 251.06	\$ 243.89	\$ 256.08	\$ 248.76	\$ 261.20
John L. Fagan, Ph.D., R.P.A.										
PI-Project Manager/Senior Archaeologist										
Terry L. Ozbun, M.A., R.P.A.	\$ 209.24	\$ 219.70	\$ 213.42	\$ 224.10	\$ 217.69	\$ 228.58	\$ 222.05	\$ 233.15	\$ 226.49	\$ 237.81
PM/Sr. Archaeologist, M.A./M.S./Ph.D	\$ 169.34	\$ 177.81	\$ 172.73	\$ 181.36	\$ 176.18	\$ 184.99	\$ 179.70	\$ 188.69	\$ 183.30	\$ 192.46
PM/Sr. Architectural Historian/Sr. Historian	\$ 169.34	\$ 177.81	\$ 172.73	\$ 181.36	\$ 176.18	\$ 184.99	\$ 179.70	\$ 188.69	\$ 183.30	\$ 192.46
Historian or Architectural Historian	\$ 112.22	\$ 117.83	\$ 114.46	\$ 120.19	\$ 116.75	\$ 122.59	\$ 119.09	\$ 125.04	\$ 121.47	\$ 127.54
Assist. PM/Supervising Archaeologist	\$ 126.63	\$ 132.96	\$ 129.16	\$ 135.62	\$ 131.75	\$ 138.33	\$ 134.38	\$ 141.10	\$ 137.07	\$ 143.92
Supervising Archaeologist III	\$ 126.63	\$ 132.96	\$ 129.16	\$ 135.62	\$ 131.75	\$ 138.33	\$ 134.38	\$ 141.10	\$ 137.07	\$ 143.92
Supervising Archaeologist II	\$ 112.50	\$ 118.13	\$ 114.75	\$ 120.49	\$ 117.05	\$ 122.90	\$ 119.39	\$ 125.36	\$ 121.77	\$ 127.86
Supervising Archaeologist I	\$ 96.76	\$ 101.60	\$ 98.70	\$ 103.63	\$ 100.67	\$ 105.70	\$ 102.68	\$ 107.82	\$ 104.74	\$ 109.97
GIS-Graphics - Senior Level Staff	\$ 169.34	\$ 177.81	\$ 172.73	\$ 181.36	\$ 176.18	\$ 184.99	\$ 179.70	\$ 188.69	\$ 183.30	\$ 192.46
GIS-Graphics - Other Professionals	\$ 112.22	\$ 117.83	\$ 114.46	\$ 120.19	\$ 116.75	\$ 122.59	\$ 119.09	\$ 125.04	\$ 121.47	\$ 127.54
Staff Archaeologist	\$ 89.75	\$ 94.24	\$ 91.55	\$ 96.12	\$ 93.38	\$ 98.04	\$ 95.24	\$ 100.01	\$ 97.15	\$ 102.01
Field and Lab Archaeologist Assistant	\$ 76.62	\$ 80.45	\$ 78.15	\$ 82.06	\$ 79.72	\$ 83.70	\$ 81.31	\$ 85.38	\$ 82.94	\$ 87.08
Project Admin./Proj. Assist./Research	\$ 97.38	\$ 102.25	\$ 99.33	\$ 104.29	\$ 101.31	\$ 106.38	\$ 103.34	\$ 108.51	\$ 105.41	\$ 110.68

Beck Botanical Consulting	2023 Range		2024		2025		2026		2027	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Botanist I	\$ 140.00	\$ 175.00	\$ 142.80	\$ 178.50	\$ 145.66	\$ 182.07	\$ 148.57	\$ 185.71	\$ 151.54	\$ 189.43
Botanist II	\$ 180.00	\$ 210.00	\$ 183.60	\$ 214.20	\$ 187.27	\$ 218.48	\$ 191.02	\$ 222.85	\$ 194.84	\$ 227.31
GIS Consultant	\$ 140.00	\$ 175.00	\$ 142.80	\$ 178.50	\$ 145.66	\$ 182.07	\$ 148.57	\$ 185.71	\$ 151.54	\$ 189.43

Hydropower Environmental Consulting	2023 Range		2024		2025		2026		2027	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Scientist	\$ 125.00	\$ 150.00	\$ 127.50	\$ 153.00	\$ 130.05	\$ 156.06	\$ 132.65	\$ 159.18	\$ 135.30	\$ 162.36
Principal	\$ 220.00	\$ 245.00	\$ 224.40	\$ 249.90	\$ 228.89	\$ 254.90	\$ 233.47	\$ 260.00	\$ 238.14	\$ 265.20

Stillwater Sciences	2023 Range		2024		2025		2026		2027	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Principal-in-charge	\$ 224.00	\$ 275.00	\$ 228.48	\$ 280.50	\$ 233.05	\$ 286.11	\$ 237.71	\$ 291.83	\$ 242.46	\$ 297.67
Principal Scientist/Engineer	\$ 200.00	\$ 223.00	\$ 204.00	\$ 227.46	\$ 208.08	\$ 232.01	\$ 212.24	\$ 236.65	\$ 216.49	\$ 241.38
Senior Scientist/Engineer	\$ 178.00	\$ 199.00	\$ 181.56	\$ 202.98	\$ 185.19	\$ 207.04	\$ 188.90	\$ 211.18	\$ 192.67	\$ 215.40
Associate Scientist/Engineer	\$ 158.00	\$ 178.00	\$ 161.16	\$ 181.56	\$ 164.38	\$ 185.19	\$ 167.67	\$ 188.90	\$ 171.02	\$ 192.67
Assistant Scientist/Engineer	\$ 142.00	\$ 158.00	\$ 144.84	\$ 161.16	\$ 147.74	\$ 164.38	\$ 150.69	\$ 167.67	\$ 153.71	\$ 171.02
Scientist II/Engineer	\$ 130.00	\$ 142.00	\$ 132.60	\$ 144.84	\$ 135.25	\$ 147.74	\$ 137.96	\$ 150.69	\$ 140.72	\$ 153.71
Scientist I	\$ 114.00	\$ 130.00	\$ 116.28	\$ 132.60	\$ 118.61	\$ 135.25	\$ 120.98	\$ 137.96	\$ 123.40	\$ 140.72
Senior Technician II	\$ 100.00	\$ 114.00	\$ 102.00	\$ 116.28	\$ 104.04	\$ 118.61	\$ 106.12	\$ 120.98	\$ 108.24	\$ 123.40
Senior Technician I	\$ 80.00	\$ 100.00	\$ 81.60	\$ 102.00	\$ 83.23	\$ 104.04	\$ 84.90	\$ 106.12	\$ 86.59	\$ 108.24
Technician/Administrative	\$ 50.00	\$ 80.00	\$ 51.00	\$ 81.60	\$ 52.02	\$ 83.23	\$ 53.06	\$ 84.90	\$ 54.12	\$ 86.59

	2023 Range		2024		2025		2026		2027	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Triangle Associates										
Project Coordinator	\$ 110.00	\$ 125.00	\$ 112.20	\$ 127.50	\$ 114.44	\$ 130.05	\$ 116.73	\$ 132.65	\$ 119.07	\$ 135.30
Project Associate	\$ 125.00	\$ 135.00	\$ 127.50	\$ 137.70	\$ 130.05	\$ 140.45	\$ 132.65	\$ 143.26	\$ 135.30	\$ 146.13
Associate	\$ 125.00	\$ 140.00	\$ 127.50	\$ 142.80	\$ 130.05	\$ 145.66	\$ 132.65	\$ 148.57	\$ 135.30	\$ 151.54
Managing Associate	\$ 140.00	\$ 170.00	\$ 142.80	\$ 173.40	\$ 145.66	\$ 176.87	\$ 148.57	\$ 180.41	\$ 151.54	\$ 184.01
Director/Senior Associate	\$ 185.00	\$ 250.00	\$ 188.70	\$ 255.00	\$ 192.47	\$ 260.10	\$ 196.32	\$ 265.30	\$ 200.25	\$ 270.61
Co-President	\$ 240.00	\$ 280.00	\$ 244.80	\$ 285.60	\$ 249.70	\$ 291.31	\$ 254.69	\$ 297.14	\$ 259.78	\$ 303.08

	2023 Range		2024		2025		2026		2027	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Watershed Geodynamics										
Senior Geomorphologist	\$ 170.00	\$ 190.00	\$ 173.40	\$ 193.80	\$ 176.87	\$ 197.68	\$ 180.41	\$ 201.63	\$ 184.01	\$ 205.66
Field Technician	\$ 85.00	\$ 95.00	\$ 86.70	\$ 96.90	\$ 88.43	\$ 98.84	\$ 90.20	\$ 100.81	\$ 92.01	\$ 102.83

Note: Rates above do not include HDR markup on subconsultants

[illegible]

Task 006	Post-Flaring Work	748	\$	153,168	80	26	42	9	25	16	19	\$	43,963			\$	198,491			
	Provide Post-Flaring Support (AIR, Initialize BA & HPMP, WQ Certs)		\$	-																
	QC	44	\$	14,812													\$	14,812		
		0	\$	-																
Task 007	Technical Support (Upon Authorization)	792	\$	167,980	80	26	42	0	9	25	16	\$	43,165			\$	213,303			
	Subtotal																			
	Provide General Technical Support as Authorized by City	224	\$	47,458	20								\$	4,400			\$	52,078		
		0	\$	-																
Task 008	Settlement Negotiations (Upon Authorization)	224	\$	47,458	20	0	0	0	0	0	0	\$	4,400			\$	52,078			
	Settlement Negotiation Support as Authorized by City	322	\$	63,581	130			62	76		20	\$	61,475			\$	128,129			
		0	\$	-																
	Subtotal	322	\$	63,581								20	\$	61,475			\$	128,128		
Task 009	Hours	9,202			130	0	0	62	76	0	20	\$	61,475			\$	128,128			
	Fee		\$	1,843,271	\$	16,120	\$	1,923	\$	16,343	\$	\$				\$				
	Res consultant Budget w/ Markup				\$300,980	\$80,486	\$10,514	\$32,769	\$33,480	\$34,440	\$59,571	\$120,195	\$61,118	\$24,422	\$	\$	\$	\$25,844		
	Total Fee												\$81,200	\$61,118	\$24,422	\$	\$	\$	\$172,635	
																			\$	2,833,878

Cost Proposal Notes:

Cost Proposal Notes:
These estimates were developed based on assumptions related to tasks outlined in RFP and modified in discussions with the City and assume cooperation of the City and the consultant team to meet all FERC relicensing requirements.

These estimates were developed based on assumptions related to tasks outlined in RFP and modified in discussions with the City and the consultant team to meet all FERC releasing requirements. Task level budgets and estimated annual level of effort are mutually acknowledged to be estimates based on what is known at this time, and the budget is to be managed as a single not-to-exceed sum. The City and the Consultant will coordinate and agree upon any reallocations of budget between tasks and amendments, as necessary, as necessary.

Task-level budgets and estimated annual level of effort are mutually acknowledged to be estimates based on what is known at this time, and the budget is to be managed as a single not-to-exceed sum. If the level of effort for any task is projected to exceed the current estimates, the City and the Consultant will coordinate and agree upon any

Given that the nature of this work may be exposed to a wide array of external variables, field conditions, unforeseen conditions, or other factors that could influence the level of effort ultimately required and which are not known at this time, HDR's response presented is based on the information provided and known. The Consultant will notify the City to establish a mutually-acceptable path forward.

Given that the nature of this work may be expected to a wide array of external variables, field conditions, unforeseen conditions, or other factors that could influence the level of effort ultimately required and which are not known at this time, HDR's pricing presented is based on the assumptions provided, professional judgement, and what is known at the time of this proposal. Accordingly, HDR's pricing does not cover any and all circumstances which may arise. In addition, additional budget may be required on a time-and-materials basis. This proposal is based on the current information available to HDR at the time of this proposal. HDR's pricing is based on the assumptions provided, professional judgement, and what is known at the time of this proposal. Accordingly, HDR's pricing does not cover any and all circumstances which may arise. In addition, additional budget may be required on a time-and-materials basis.

accommodate any and every circumstance which may arise. If additional tasks, unforeseen conditions, delays or project circumstances arise, additional budget may be needed. Such a request would be the subject of an addendum to this scope, with additional or out-of-scope work performed on a time-and-expense basis.

Rates included in this cost proposal are representative of anticipated personnel costs, in alignment with the rate schedule submitted concurrently ("Portland Water Bureau Hydro Repricing 2023-2027 Rate Schedule"). Actual personnel used and associated billing rates are subject to change.



RFP NUMBER 2037

PROFESSIONAL, TECHNICAL, AND EXPERT SERVICES

City of Portland, Oregon

January 12, 2023

**QUALIFICATIONS BASED SELECTION
REQUEST FOR PROPOSALS
for**

**Federal Energy Regulatory Commission Relicense or Surrender
Consulting Services Project**

PROPOSALS DUE: February 22, 2023, by 4:00 p.m.

SUBMITTAL INFORMATION: Refer to PART II, SECTION B.3 (PROPOSAL SUBMISSION)

Submit the Proposal to:

City's Online Procurement Center

<https://procure.portlandoregon.gov>

Refer questions to:

Jin Huang

Email: jin.huang@portlandoregon.gov

A **NON-MANDATORY PRE-SUBMITTAL MEETING** has been scheduled for January 25, 2023, 2:00 pm via MS Teams. Meeting link in Part II, Section A.1 (PRE-SUBMITTAL MEETING).

GENERAL INSTRUCTIONS AND CONDITIONS

CORPORATE RESPONSIBILITY AND SOCIAL EQUITY CONTRACTING REQUIREMENTS

The City of Portland seeks to extend contracting opportunities to firms certified by COBID (Certification Office for Business Inclusion and Diversity) as Disadvantaged Business Enterprises, Minority Owned Business Enterprises, Women Owned Business Enterprises, Service Disabled Veteran Business Enterprises and Emerging Small Businesses in order to promote their economic growth and to provide additional competition for City contracts. Therefore, the City has established an overall 20% utilization goal in awarding PTE contracts to COBID Certified firms on all City PTE contracts.

CITY SUSTAINABILITY OBJECTIVES – The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Climate Action Plan, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website:

<https://www.portlandoregon.gov/citycode/index.cfm?&c=26818>). As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental, human health, and social impacts, while maintaining fiscal health in the short and long term. As such, the City seeks to do business with Proposers that will actively contribute to the City's sustainability objectives.

ENVIRONMENTAL CLAIMS – Upon request, the vendor must provide and make publicly available verifiable evidence supporting every environmental claim made about the products or services provided to the City. Environmental claims for which verifiable evidence must be provided include any claim provided on products, product packaging, product or service sales literature and websites, and information provided to respond to this solicitation.

INVESTIGATION – The Proposer shall make all investigations necessary to be informed regarding the service(s) to be performed under this request for proposal.

SPECIAL CONDITIONS – Where special conditions are written in the Request for Proposal ("QBS-RFP"), these special conditions shall take precedence over any conditions listed under the Professional, Technical, and Expert Service "General Instructions and Conditions".

CLARIFICATION OF REQUEST FOR PROPOSAL – Proposers who request a clarification of the QBS-RFP requirements must submit questions in writing to the person(s) shown in the REFER QUESTIONS TO section on the cover of this QBS-RFP, or present them verbally at a scheduled pre-submittal meeting, if one has been scheduled. The City must receive written questions no later than the date stated herein. The City will issue a response in the form of an addendum to the QBS-RFP if a substantive clarification is in order.

Oral instructions or information concerning the Request for Proposal given out by City bureaus, employees, or agents to prospective Proposers shall not bind the City.

ADDENDUM – Any change to this QBS-RFP shall be made by written addendum issued no later than 72 hours prior to the proposal due date. The City is not responsible for any explanation, clarification, or approval made or given in any manner except by addendum.

COST OF PROPOSAL – This Request for Proposal does not commit the City to pay any costs incurred by any Proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Request for Proposal.

CANCELLATION – The City reserves the right to modify, revise, or cancel this QBS-RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

LATE PROPOSALS – Proposals received after the scheduled closing time for filing will be rejected as non-responsive and returned to the Proposer unopened.

REJECTION OF PROPOSALS – The City reserves the right to reject any or all responses to the Request for Proposal if found in the City's best interest to do so. In the City's discretion, litigation between the City and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subconsultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

CITY OF PORTLAND TAX REGISTRATION NUMBER – Successful Proposer shall obtain a current City of Portland Tax Registration Number prior to initiation of contract and commencement of the work.

WORKERS' COMPENSATION INSURANCE – Successful Proposer shall be covered by Workers' Compensation Insurance or shall provide evidence that State law does not require such coverage.

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER – Successful Proposers must be certified prior to contract execution, as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

EQUAL BENEFITS PROGRAM – Successful Proposers must certify prior to contract execution, that they provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.

LOCAL CONTRACTING – If the final evaluation scores are otherwise equal, the City prefers goods or services that have been manufactured or produced by a Local Business. The City desires to employ local businesses in the purchase, lease, or sale of any personal property, public improvements, or services. The City wants the residents of the State of Oregon and SW Washington to benefit from optimizing local commerce and services, and the local employment opportunities they generate. [City of Portland [Resolution #36260](#)]

CONFLICT OF INTEREST – A Proposer filing a proposal hereby certifies that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same request for proposals, that the Proposer is competing solely on its own behalf without connection or obligation to, any undisclosed person or firm, that Proposer is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Proposer, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this proposal pertains; ii) has or will participate in evaluation, award or management of the contract related to this proposal; or iii) has or will have financial benefits in the contract to which this proposal pertains. Proposer understands that should it elect to employ any former City official/employee during the solicitation period or the term of the contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and/or ORS 244.047, and the City's Charter, Codes and administrative rules, including but not limited to lobbying prohibitions under Portland City Code Section 2.12.080.

PUBLIC RECORDS – Any information provided to the City pursuant to this QBS-RFP shall be public record and subject to public disclosure pursuant to Oregon public records laws (ORS 192.410 to 192.505). Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4) and/or ORS 646.461 et seq. The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

If the City refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend, and indemnify the City for all costs, expenses, and attorney fees that may be imposed on the City as a result of appealing any decision regarding the proposer's records.

The Chief Procurement Officer has the authority to waive minor irregularities and discrepancies that will not affect the competitiveness or fairness of the solicitation and selection process.

These Professional, Technical and Expert Services Request for Proposal "General Instructions and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.

PART I SOLICITATION REQUIREMENTS

SECTION A GENERAL INFORMATION

1. INTRODUCTION

The City of Portland (City) owns the Portland Hydropower Project (PHP) operated under a Federal Energy Regulatory Commission (FERC) license. The hydropower operation is associated with hydropower plants located below each of two water supply dams the City owns in the Bull Run Watershed (24 megawatts and 12 megawatts). The City contracts with Energy Northwest to operate the existing plants, with Eugene Water and Electric for scheduling of power delivery and with Portland General Electric (PGE) for purchase of power.

The Bureau of Hydroelectric Power (BHP) supervises the construction and administers the operation of hydroelectric generating facilities owned by the City of Portland (City). BHP performs the duties and responsibilities required by the FERC license and any agreements for the disposition of energy. Staff for the BHP comprise a division of Portland Water Bureau (PWB) and report to the bureau Director.

The PHP is currently operating under FERC license no. 2821 which will expire in February 2029. The original license was issued by FERC on March 22, 1979. A relicensing process will be necessary to be able to continue to operate the licensed facilities. No expansion of the existing generating capacity is anticipated. This contract will provide consulting services to support the regulatory processes associated with relicensing, or with license surrender if the City should decide to not relicense. PWB staff will be administering and managing this contract.

2. BACKGROUND

The formal relicensing process takes five years and would need to commence in 2024, with the first deadline of submission of materials to FERC by February 28, 2024. PWB staff will evaluate and prepare for the relicensing process by conducting pre-application work. The pre-application work will inform a determination on whether to move forward with the relicensing process and to communicate the City's intent to FERC. If the City chooses to not relicense the facilities, a process to surrender the license will be necessary.

Early stages of the work are currently being performed by PWB staff and under a separate contract task order to enable the City to make progress toward meeting regulatory deadlines. At the same time, the City is requesting proposals for a new contract to provide services through completion of the application phase. Pre-application work will be in progress prior to the time the notice to proceed on a new contract occurs. Given the regulatory deadlines and the work anticipated to be ongoing prior to issuing a contract, the statement of work will be established in greater detail during contract negotiation with the successful Proposer.

The contract awarded through this QBS RFP (RFP) is expected to begin in the late stages of the Pre-Application Phase and extend through the Pre-Filing Phase and then through completion of the process resulting in license issuance or surrender. The City anticipates that this contract will complete the work required to relicense the PHP, or to surrender, by the 2029 license expiration date.

Proposals are being solicited to help complete pre-application work related to FERC relicensing and to complete all aspects of the re-licensure for electronic submission of the application for relicensing of the PHP.

Key dates for relicensing process:

Pre-Application Phase (until February 2024):

- Submission of NOI/PAD to FERC – February 2024

Pre-Filing Phase (February 2024 – February 2027):

- Proposed Study Plan to FERC – July 2024

- Final License Application to FERC – February 2027

Post-Filing Phase (February 2027 – February 2029):

- License Expires – February 2029

3. SCOPE OF WORK

The PWB is seeking proposals from individuals, firms, teams or consultants, hereafter called “Proposer(s),” with experience in the professional services necessary to support FERC relicensing or license surrender. Once Pre-Application work has been completed and if it is determined to proceed with FERC relicensing, the Pre-Filing Phase of the contract will commence.

As indicated above, the scope of work for completion of the Pre-Application Phase will be established in greater detail during contract negotiation with the successful Proposer. In particular, the successful Proposer may be required to support City staff in completion of the final 90% complete version of the Notice of Intent/Pre-Application Document (NOI/PAD) package or license surrender package following from a draft completed under the separate pre-existing contract.

The successful Proposer will then be expected to work closely with designated City personnel to complete work anticipated during the Pre-Filing Phase of Relicensing. A detailed scope of work for each task will be developed during contract negotiation. No work associated with each phase will begin without written approval followed by an amendment to the contract memorializing and authorizing the milestone to begin.

PWB proposes to engage the successful Proposer for the following services:

Pre-Application Phase

Services involve completion of the pre-application work related to FERC relicensing. A majority of the work in the Pre-Application Phase will be completed under a separate contract which is currently ongoing. The scope of work for completion of the Pre-Application Phase is expected to include the following:

TASK 1: Transition Tasks

Transition from the separate pre-existing contract for the Pre-Application Phase is anticipated to include:

- Field visit to the existing hydropower facilities
- Review of memos, reports, summaries, data, and other products generated to date
- Review of decisions made and strategy used to date
- Review of feedback received from FERC staff
- Briefing and Q&A session with City staff and the outgoing consultant team
- Completion of 90% complete NOI/PAD or license surrender application, including coordination of regulatory agency consultation and stakeholder and tribal review.

Pre-Filing Phase (general)

TASK 2: Project Management

Each task order is also expected to include management of the consultant team including oversight of scope, schedule, and budget, and consisting of:

- Developing and maintaining a timeline and schedule to meet relicensing or license surrender process deadlines, as required by FERC

- Scheduling, coordinating, and managing meetings and work sessions required to meet FERC relicensing or license surrender process requirements, assume a minimum of four 4-hour workshops.
- Preparing materials in advance and coordinating necessary review of materials in advance of meetings and workshops
- Meetings (including conference calls, video meetings and in-person meetings requiring travel), assume a minimum of one hour per week of project meetings.
- Monthly invoicing and progress reporting
 - Task status to date
 - COBID participation to date, including disaggregated data
 - Amount spent versus percent of task complete
 - Upcoming challenges and critical tasks
- Deliverables review (all formal documents are expected to include the following unless otherwise specified):
 - Outline
 - First Draft
 - Revised Draft
 - Final
- Document editing and publication

TASK 3: Outreach, Engagement, and Consultation

Each task order is also anticipated to include support for City Staff to conduct the following:

- Development and refinement of outreach/engagement/consultation strategy and communication needs for various external audiences and stakeholders
- Formal Tribal consultation led by FERC (expected to begin March 2024 for relicensing; time uncertain for license surrender)
- Consultation with regulatory agencies, including National Marine Fisheries Service (NMFS), the Oregon Department of Environmental Quality (DEQ), the State Historical Preservation Office (SHPO), and the Oregon Department of Fish and Wildlife (ODFW)
- Outreach and engagement with Tribes
- Outreach and engagement with other stakeholders

Pre-Filing Phase – Relicensing (optional, based on decision made by City of Portland)

The Pre-filing phase of the work would commence upon PWB approval after a City decision to proceed with relicensing. Services during the pre-filing phase consist of the work necessary to prepare and complete the relicensing of PHP facilities defined in FERC License No. 2821. Work during this phase is anticipated to include the following:

TASK 4: Study Plan

If the City chooses to proceed with relicensing, a Task Order will be defined to support development and implementation of a Study Plan. Content of the Study Plan will be driven by FERC responses to the PAD and ongoing consultation with agencies, Tribes, and stakeholders. The proposed Study Plan is due to FERC in July 2024. Study Plan Implementation is anticipated to occur in 2025 and 2026.

General scope:

- Lead development of Study Plan in collaboration with City staff
- Lead implementation of Study Plan in collaboration with City staff
- Compile and summarize results from completed studies

Topics addressed in the Study Plan are anticipated to include:

- Hydrology/river flow below dams

- Water temperature/CWA 401 certification
- ESA-listed or candidate species
- Fisheries
- Recreation
- Historic and cultural resource protection
- Tribal resource protection
- Infrastructure improvement and/or FERC Part 12 remedies
- Other topics as needed

TASK 5: License Application

During implementation of the Study Plan, a Task Order will be written to define a scope of work for the License Application. Some content for the application will be driven by FERC response to Study Plan results, and ongoing consultation with agencies, Tribes, and stakeholders.

General scope:

- Complete draft license application
- Lead internal and external review of draft license application
- Complete final draft license application
- Incorporate comments from final draft into final license application

The final License Application is due to FERC in February 2027.

A detailed scope of work for this task will be defined in a contract amendment prior to a notice to proceed with a task order.

License Surrender (optional, based on decision made by PWB)

The License Surrender work would commence upon PWB approval after a City decision to proceed with surrendering the FERC license. Services during License Surrender consist of the work necessary to support response to and implementation of FERC feedback on the surrender application. Work during this phase is anticipated to include the following:

Task 6: License Surrender Process Implementation

The separate pre-existing contract will result in a License Surrender Application if the City chooses to not relicense. If the City chooses to surrender the license and a license surrender application has been submitted, a task order will be defined to support response to and implementation of FERC feedback on the surrender application. A decision to surrender the license may require decommissioning of some Project features and/or modification of existing infrastructure to enable operation of the water system without hydropower generation. FERC may also require dam safety improvements or additional environmental documentation and mitigation. This task order will define support for City staff that might include:

- planning and designing the necessary infrastructure modifications
- completing a Decommissioning Plan for submittal to FERC,
- addressing dam safety requirements identified by FERC, and
- completing environmental documentation required by FERC.

A detailed scope of work for this task will be defined in a contract amendment prior to a notice to proceed with a task order.

Undefined Work

TASK 7: Currently Undefined Work (optional)

Additional services may be required during the term of the contract and will be defined in task orders.

4. PROJECT FUNDING

The Project is funded by the City of Portland with expenses shared by the Water Fund, administered by the Portland Water Bureau, and by the General Fund, portions relevant to this contract administered by the Bureau of Hydropower.

5. TIMELINE FOR SELECTION

The following dates are proposed as a timeline for this Project:

Pre-submittal meeting at 2:00 p.m.	January 25, 2023
Written proposals due at 4:00 p.m.	February 22, 2023
Announcement of short list Proposers	Week of March 13, 2023
Interviews or additional review, if deemed necessary	Week of March 20, 2023
Selection committee recommendation	Week of March 27, 2023
Contract negotiation with successful Proposer	Week of April 10, 2023
Notice to proceed – work begins	June 1, 2023

The City reserves the right to make adjustments to the above noted schedule as necessary.

SECTION B WORK REQUIREMENTS**1. TECHNICAL OR REQUIRED SERVICES**

The successful Proposer must have experience and expertise in:

- Implementation of FERC relicensing processes, including the Integrated Licensing Process and Traditional Licensing Process
- FERC license surrender process implementation

Experience with federal and state regulatory compliance, with an emphasis on environmental and cultural resources regulatory issues and regulatory compliance.

- Development of documentation required for FERC for relicensing or surrender, including Pre-application Documents (PAD), license surrender application, study plans, and license applications
- Development of environmental documentation for Endangered Species Act (ESA) consultation and National Environmental Policy Act (NEPA), including biological assessments and Environmental Assessments
- Clean Water Act (CWA) and 401 water quality certification
- Environmental study planning and implementation
- Environmental mitigation planning and cost estimating
- Preliminary engineering and cost estimating
- Hydropower infrastructure planning and cost estimating
- Regulatory agency consultation and negotiation strategy and implementation
- Tribal relations strategy and implementation
- Tribal and cultural resources
- Stakeholder engagement strategy and implementation
- Historic preservation and mitigation planning, and regulatory compliance
- Meeting facilitation

- Project management

Legal analysis is not included in the scope and will be supplied by the City Attorney in consultation with separately-contracted legal expertise. Economic analysis of hydropower revenue forecasts is also not included.

2. SUSTAINABILITY REQUIREMENTS

Include Sustainable Procurement best practices as they apply to the Project. For information about, or assistance with, including sustainability in the technical requirements, deliverables, or evaluation criteria, please visit the Sustainable Procurement Program website at <https://www.portlandoregon.gov/brfs/37732>.

Generally the City's project team and successful Proposer will hold remote meetings, there may be occasional onsite facility visits or on person workshops which will be directed per the Portland Water Bureau Project Manager.

3. WORK PERFORMED BY THE CITY / OTHERS

The City has assigned a Project Manager to oversee the successful Proposer's work and provide support as needed. Additional services to be provided by City staff will be defined during contract negotiation and as part of individual task orders. Services to be provided by City staff are anticipated to include:

- GIS mapping
- Limited field data collection, particularly for fisheries, hydrology, water quality, and botany/vegetation
- Access to field sites
- Historical documentation and data
- File management
- Management of internal document review and comment compilation
- Meeting scheduling
- Elected official briefings and City Council approval processes
- Tribal engagement
- Consultation with regulatory agencies
- External communications (media, water customers, etc.)
- Engagement with FERC staff
- Engagement with City Attorney and contracted legal counsel
- Negotiation and development of settlement agreements
- Cost/benefit analysis of the project including revenue forecasts

4. PROJECT REVIEWS

On a day-to-day basis, the progress of the work will be managed by the City's Project Manager. The project also has an Executive Committee made up of the Deputy Director, the Chief Engineer, the Director of Resource Protection and Planning, and the Director of Operations. A process for reporting progress to and obtaining direction from the Executive Committee will be defined during contract negotiation and in specific task orders, as needed.

5. DELIVERABLES AND SCHEDULE

Deliverables and associated requirements will be defined in contract amendments for each task order. In addition, deliverables will include submittal of monthly subconsultant payment and utilization reporting electronically by the 15th of each month with invoice (reference Part II, Section C.5 of the QBS-RFP).

All deliverables and resulting work products from this contract will become the property of the City of Portland. As such, the Consultant and any Subconsultants grant the City the right to copy and distribute (in any and all media and formats)

Project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City of Portland.

6. PLACE OF PERFORMANCE

Contract performance will take place primarily at the successful Proposer's facility. On occasion and as appropriate, work will be performed at City facilities, a third-party location, or any combination thereof.

7. PERIOD OF PERFORMANCE

The City anticipates having the successful Proposer begin work immediately upon contract execution. Submittal deadlines for final deliverables to the City will be defined during contract negotiation or in contract amendments for each task order.

8. ACH PAYMENTS

It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at: <https://www.portlandoregon.gov/brfs/45475>. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into vendor accounts with financial institutions. All payments shall be in United States currency.

9. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer shall anticipate delays in such places and include the cost of delay in the proposed cost. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility, or work site if national or local security appears to require it.

10. BUSINESS COMPLIANCE

The successful Proposer(s) must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made. The Proposer shall be responsible for the following:

Certification as an Equal Employment Opportunity (EEO) Affirmative Action Employer

The successful Proposer(s) must be certified as Equal Employment Opportunity Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland prior to contract award. To certify go to the website at: <https://procure.portlandoregon.gov>.

Non-Discrimination in Employee Benefits (EB)

The successful Proposer(s) must be in compliance with the City's Equal Benefits Program as prescribed by Chapter 5.33.077 of the Code of the City of Portland prior to contract award. To certify go to the website at: <https://procure.portlandoregon.gov>.

Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's Human Resources Administrative Rule 2.02 (HR 2.02) covers all employees with the City of Portland as well as consultants, vendors or contractors who provide services to the City of Portland. The successful Proposer(s) must be in compliance with this rule at all times while under contract. To view the rule go to <https://www.portlandoregon.gov/citycode/index.cfm?&a=12121>.

Business Tax Registration

The successful Proposer(s) must be in compliance with the City of Portland Business Tax registration requirements as prescribed by Chapter 7.02 of the Code of the City of Portland prior to contract award. Details of compliance requirements are available from the Revenue Bureau Tax Division, 111 SW Columbia Street, Suite 600, Portland, Oregon 97201, (503) 823-5157, website: <http://www.portlandoregon.gov/revenue/29320>.

11. INSURANCE

The successful Proposer(s) shall obtain and maintain in full force, and at its own expense, throughout the duration of the contract and any warranty or extension periods, the required insurances identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the contract. Successful Proposer shall be able to provide evidence that any or all subconsultants performing work or providing goods or services under the contract have the same types and amounts of insurance coverage as required herein or that the subconsultant is included under the Successful Proposers policy.

Workers' Compensation Insurance: Successful Proposer shall comply with the workers' compensation law, ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, The Successful Proposer and any/all subconsultants shall maintain coverage for all subject workers for the entire term of the contract including any contract extensions.

Commercial General Liability Insurance: Successful Proposer shall have Commercial General Liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent successful Proposer's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

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

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

Additional Insurance: Any insurance required by Federal Law or State Statute or City Code, such as Bailees Insurance, Maritime Coverage, or other coverage(s).

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

Continuous Coverage & Notice of Cancellation: The Successful Proposer agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential

exhaustion of aggregate limits, or non-renewal of coverage without thirty (30) days written notice from Successful Proposer to the City. If the insurance is canceled or terminated prior to completion of the Contract, Successful Proposer shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

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

SECTION C PROJECT PROVISIONS

1. SAMPLE CONTRACT

The City's standard Design Services contract will be used as a result of this selection process. A sample Design Services contract is attached to this RFP as Exhibit B.

2. ATTACHMENTS

Exhibit A	PTE Participation Disclosure Form 1
Exhibit B	Sample Design Services Contract
Exhibit C	FERC Order Issuing License to City of Portland Project No. 2821, March 22, 1979
Exhibit D	Bull Run Water Supply Habitat Conservation Plan at https://www.portland.gov/policies/utilities/water-works/utl-207-bull-run-water-supply-habitat-conservation-plan
Exhibit E	Bull Run Water Supply Habitat Conservation Plan Annual Compliance Report 2019 – Year 10 at https://www.portland.gov/sites/default/files/2021/hcp-2019_year-10_full-report-smaller-file-for-web.pdf

PART II PROPOSAL PREPARATION AND SUBMITTAL

SECTION A PRE-SUBMITTAL MEETING/CLARIFICATION

1. PRE-SUBMITTAL MEETING

A pre-submittal meeting is scheduled for this Request for Proposal on January 25, 2023, at 2:00 p.m. via MS Teams.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 298 180 927 316

Passcode: iXJzJ6

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 971-323-0035,446706076#](#) United States, Portland

Phone Conference ID: 446 706 076#

2. QBS-RFP CLARIFICATION

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email or fax, to the person listed below. **The deadline for submitting such questions/clarifications is seven (7) days prior to the proposal due date.** An addendum will be issued no later than 72 hours prior to the proposal due date to all recorded holders of the QBS-RFP if a substantive clarification is in order.

Jin Huang

jin.huang@portlandoregon.gov

SECTION B PROPOSAL SUBMISSION

1. PROPOSALS DUE

Proposals must be received no later than the date and time specified on the cover of this solicitation. It is the Proposer's responsibility to ensure that proposals are received prior to the specified closing date and time. Proposals received after the specified closing date and/or time shall not be considered and will be returned to the Proposer unopened. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly.

2. PROPOSAL

Proposals must be clear, succinct, and **not exceed [20] pages**. Pages shall be formatted to 8.5" x 11" or 11" x 17" with the latter counting as two pages. Page orientation (portrait versus landscape) is at the discretion of the Proposer. All fonts shall be at least 11 point. Incidental text appearing in graphics and labels for charts are not subject to this requirement. **Section dividers, title page, table of contents, cover letter, the PTE Participation Disclosure Form 1, organizational charts, a statement regarding lines of authority and responsibility, and a statement regarding how the Proposer is prepared to respond promptly to problems and any changes to scope of work do not count in the overall page count of the proposal.** Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

3. PROPOSAL SUBMISSION

For purposes of this proposal submission, the Proposer shall submit: **one (1) original copy of their proposal and all separately attached documents and responses in PDF, or MS Word format** through the City's Online Procurement Center (BuySpeed) at:

<https://procure.portlandoregon.gov/>

a. Online proposal submission procedure

Disclaimer: The following instructions are provided as a guideline to Proposers submitting proposals online through BuySpeed. These instructions are advice only and the City does not warrant that following these instructions will guarantee that a Proposer's proposal is submitted correctly. **Proposers bear complete and total responsibility for ensuring their proposal is properly submitted and received on time.**

Instructions:

1. If you haven't already, register or complete the registration process in BuySpeed.
2. Log in to BuySpeed, go to the "Bids" tab.
3. Find the "Bid" (RFPs and all Solicitations and Notices in BuySpeed are called "Bids") you wish to propose on. See the "Open Bids" section.

4. Click the "Create Quote" link. (All proposals and bids are considered "Quotes" in BuySpeed)
5. Click Yes or No depending on if you want to be on the Bidder's List.
6. In the "General" Tab, click "Save & Continue" (You will see a validation Error, this is normal, and will be corrected later)
7. Go to the "Items" tab, **enter in a value of 1.00 dollar in the pricing box of the first line item. Make sure that "No Bid" box is unchecked for each line items. Do not enter any pricing or other data in the other item boxes, only enter 1.00 dollar in the first line item in the items tab.**
8. Click "Save & Continue"
9. Skip the "Questions", "Subcontractors", and "Notes" tabs
10. Go to the "Terms and Conditions" Tab. Check "Yes".
11. Click "Save & Continue"
12. Go to the "Attachments" tab. Click "Add File".
13. In the Add File screen click "Browse". Find the file you wish to attach and upload it to our system. **If your Proposal is confidential or contains confidential information check the "Confidential" box.**
14. Click "Save & Exit".
15. Repeat steps 12-14 to upload any additional documents
16. Go to the "Summary" tab. Review the summary information.
17. Click "Submit Quote", confirm submission by clicking "OK" when prompted.

The entire proposal must be attached and properly submitted through the City's Online Procurement Center **before** the time and date specified on the cover page of this RFP. Proposers are advised to allow extra time prior to the closing date and time to create a "Quote" and upload their proposal documents into BuySpeed. The City is not responsible for any failure attributable to the transmission or receipt of electronic proposals including, but not limited to the following:

- a. Receipt of garbled or incomplete documents.
- b. Availability or condition of the receiving machine.
- c. Incompatibility between the sending and receiving machine.
- d. Delay in transmission or receipt of documents.
- e. Failure of the Proposer to properly identify the Proposal Documents.
- f. Illegibility of Proposal Documents.
- g. Security and confidentiality of data.

b. Confidential Information: additional "redacted copy" of proposal required

If the Proposer requests redactions to their proposal in accordance with the language below, the Proposer shall also submit one (1) additional "non-confidential" copy of the proposal in unprotected MS Word format with the requested redactions. If no redactions are requested in a proposal, please state that clearly in the Cover Letter.

REDACTION FOR PUBLIC RECORDS: Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2), ORS 192.502(4) and/or ORS 646.461 et seq. **Proposers are required to submit a redacted copy of their proposal and all attachments.** "Redaction" means the careful editing of a document to obscure confidential references; a revised or edited document thereby obscuring the exempt information but otherwise leaving the formatted document fully intact. **The redacted copy must be a complete copy of the submitted proposal, in which all information the Proposer deems to be exempt from public disclosure has been identified.**

When preparing a redaction of a proposal submission, a proposer must plainly mark the redactions by obscuring the specific areas the proposer asserts are exempt from public disclosure. In addition, a summary page identifying the pages where redactions occur shall be included with the proposal submission (summary is not included in page limitations). **If a proposer fails to submit a redacted copy of their proposal as required, the City may release the proposer's original proposal without redaction.** If the entire proposal is marked as constituting a "trade secret" or being "confidential", at the City's sole discretion, such a proposal may be rejected as non-responsive.

Unless expressly provided otherwise in this QBS-RFP or in a separate written communication, the City does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon law. The City agrees not to disclose proposals until the City has completed its evaluation of all proposals and publicly announces the results.

Please refer to the GENERAL INSTRUCTIONS AND CONDITIONS for more information about confidential information within public records.

4. PROPOSED COST INFORMATION

Proposers will submit, as a separate file, one copy of the Proposer's proposed costs to complete services in Excel or PDF format. The cost information requested WILL NOT be used as part of the evaluation process but is requested solely to enable a prompt beginning to the contract negotiation process. Information must be provided in Microsoft Word and/or Excel format and include the following:

- 1) **Billing Rate information.** Billing rate information must include the name, classification and hourly billing rate for each employee that may be used under the contract (including subconsultants). Billing rates and annual hourly rates for the term of the Project must also be reflected for each position (including subconsultants).
- 2) **Cost Proposal Table.** The successful Proposer will provide a cost table that reflects the personnel classifications and types as well as the proposed hours to complete each Task (including subconsultants); and any reimbursable(s).

After the Notice of Intent to Negotiate and Award has been issued, Proposed Cost Information from the successful Proposer(s) will be opened and reviewed by the City. Proposed Cost Information from all unsuccessful Proposers will not be viewed or saved to the City's files.

The City has authorized an annual Cost of Living or Inflation adjustment to the proposed rates that may not exceed 2%, with no increases available in the first year of the contract. The time at which rates increase shall be indicated on the schedule and budget detail provided by Proposers.

Additional information. The main points with regard to budget management for the contract are: The overall contract will reflect a not-to exceed agreement amount.

Any changes to the contract shall be submitted in writing as a request to the City by the successful Proposer(s). All changes will require written approval through a formal amendment to the contract and must include the City's approving authority's signature(s) and the successful Proposer's approving authority's signature prior to any change.

Compensation for the successful Proposer's subconsultants will be limited to the same restrictions imposed on the successful Proposer. The maximum markup on subconsultant services will not exceed 5% for the total term of the contract.

Reimbursable(s). Proposers are required to include a separate reimbursable line item in their cost proposal, this includes any travel allowances required. There will be no increases to any reimbursable(s) during the term of the contract. The following are reimbursable to the successful Proposer at their cost (i.e. without markup): travel beyond a 100-mile radius of Portland when specifically required by the contract (which may also specify limits on travel costs and per diem charges), document reproduction costs, mileage costs directly attributable to the work, and approved reimbursable direct costs. Proposers are required to include any and all travel in their estimates, including any beyond a 100-mile radius of Portland and indicate why this travel would be necessary.

Payments. Compensation to the successful Proposer will be based on invoices, electronic monthly utilization reports and monthly progress reports completed for work and submitted to the City, which will document completion of task/subtask and provide detailed documentation of work task activity by the successful Proposer (including subconsultants). The

successful Proposer will be required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the contract are not eligible for reimbursement.

5. COST OF RESPONDING

All costs incurred by the Proposer in preparation of proposals to this solicitation, including presentations to the City and/or for participation in an interview shall be borne solely by the Proposer; the City shall not be liable for any of these costs. At no time will the City provide reimbursement for submission of a proposal unless so stated herein.

6. ORGANIZATION OF PROPOSAL

Proposers must provide all information as requested in this Request for Proposal (QBS-RFP). Proposals must follow the format outlined in this QBS-RFP. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive, at its sole discretion, any proposal, or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposals shall be organized in the following manner:

1. Cover Letter
2. Project Team
3. Proposer's Capabilities
4. Project Approach and Understanding
5. Corporate Responsibility
6. Supporting Information
7. A completed PTE Participation Disclosure Form 1 (refer to Part II.C.5)

SECTION C EVALUATION CRITERIA

1. COVER LETTER

By Submitting a proposal, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the QBS-RFP), the stated insurance coverage and limitations, and the standard contract provisions of the Design Services contract. Any exceptions to the requirements or requests for waivers **MUST** be included in the proposal Cover Letter or they will not be considered.

The Cover Letter must include the following:

- QBS-RFP number and Project title
- Full legal name of proposing business entity
- Structure or type of business entity
- Name(s) of the person(s) authorized to represent the Proposer in any negotiations
- Name(s) of the person(s) authorized to sign any contract that may result
- Contact person's name, mailing or street addresses, phone and fax numbers and email address
- Provide the address of the Proposer's home office and the address of the office that will manage the project, if applicable.
- Statement that no redactions are requested, if applicable

A legal representative of the Proposer, authorized to bind the Proposer in contractual matters must sign the Cover Letter.

If the Proposer has a current City of Portland Business Tax registration, has completed the City's Equal Employment Opportunity (EEO) and Equal Benefits (EB) certifications online, include in the Cover Letter the Proposer's City of Portland Business Tax number and a statement that the Proposer's EEO and Equal Benefits certifications are complete.

2. PROJECT TEAM

Please provide the following:

- Approximate number of people to be assigned to the Project. Of that number, the approximate number of women and people of color to be assigned to the Project.
- Extent of Proposer's principal member's involvement.
- Names of key personnel who will be performing the work on this Project, and:
 - their roles and responsibilities on this Project
 - current assignments and location
 - directly relevant experience on similar or related projects
 - unique qualifications
 - demonstrated performance record of key personnel
 - percentage of their time that will be devoted to the Project
- Provide a professional resume for each key personnel, including key personnel of any Subconsultant(s) proposed to be assigned to the Project. Resumes shall include educational background, professional development, and demonstrate that the individual(s) meets the qualification and experience requirements for performing the work outlined in this RFP.
- Proposals must identify a proposed project manager who would be responsible for the day-to-day management of Project tasks and would be the primary point of contact with the Proposer. Describe the project manager's experience with similar projects and with managing and leading interdisciplinary teams. List other projects the proposed project manager is currently assigned to.
- Team qualifications and experience on similar or related projects:
 - qualifications and relevant experience of prime consultant
 - qualifications and relevant experience of subconsultants if any

3. PROPOSER'S CAPABILITIES

Please provide the following:

- Describe the Proposer's legal structure, areas of expertise, length of time in business, number of employees (as applicable), and other information that would be helpful in characterizing the Proposer. Provide the same information for any subconsultants performing key scopes of work on the Project.
- Describe similar projects performed by key personnel listed above (in Project Team) within the last 10 years, which best characterize Proposer's capabilities, work quality and cost control.
- For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which the Proposer worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead.
- Describe similar projects with other government agencies.
- Describe Proposer's resources available to perform the work for the duration of the project and other on-going projects.
- Describe Proposer's internal procedures and/or policies associated or related to work quality and cost control.
- Describe Proposer's management and organizational capabilities.
- Describe Proposer's internal procedures and/or policies associated or related to racial equity.
- Describe not only the Proposer's efforts to recruit but also retain women and people of color.

Describe or provide a detailed description of Proposer's approach to overall management and integration of all activities required by the scope of work, including the management objectives and techniques that demonstrate how the work requirements will be met. Include organizational charts, a statement regarding lines of authority and responsibility, and a statement regarding how the Proposer is prepared to respond promptly to problems and any changes to scope of work.

4. PROJECT APPROACH AND UNDERSTANDING

For each phase of work, the Project approach must:

- Describe the proposed work tasks and activities and provide a narrative description of how the Proposer proposes to execute the tasks during each phase of the Project.
- Identify the team members who will work on each task.
- Describe the proposed work products that will result from each task or activity.
- Identify points of input and review with City staff.
- Based on the Proposer's expertise and experience with similar projects, demonstrate how the Proposer will effectively complete the proposed Project.
- Identify the time frame estimated to complete each task.
- If applicable, discuss any unique aspects of the Project, alternative approaches the City might wish to consider or special considerations related to programmatic/funding requirements.

5. CORPORATE RESPONSIBILITY

Through the adoption of The Portland Plan, the Social Equity Contracting Strategy, and Anti-Racism, Equity, Transparency, Communication, Collaboration and Fiscal Responsibility Core Values, the Portland City Council has demonstrated its commitment to contracting with socially- and environmentally- responsible businesses. The City values and supports diversity and recognizes that it and its contractors play an integral and critical role in ensuring that diversity, apprenticeship, local investment, and equity objectives are met on each project.

The Social Equity Contracting Strategy promotes economic growth and encourages partnering and mentoring between large and small COBID certified firms on City PTE contracts. Therefore, the City has established an overall aspirational goal of 20% in awarding PTE subconsultant contracts to COBID certified firms. Proposers are encouraged to use the State's Certification Office for Business Inclusion and Diversity website (<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>) for identifying potential subconsultants.

All Proposers shall address the following in their proposals:

a. Proposer's COBID Certification

- Please indicate in the Cover Letter if the Proposer is currently certified in the State of Oregon as a Disadvantaged Business Enterprises (DBE), Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), Service-Disabled Veteran Business Enterprises (SDVBE) and Emerging Small Businesses (ESB).

b. COBID Sub-Consulting

- List the top three actions/ongoing practices the Proposer has implemented to ensure a diverse Project team (e.g., women and people of color) that is represented at all levels (e.g., upper management, middle management, and lower-level management).
- **Provide at least three examples of completed projects in which the Proposer was the lead that have had a strong equity participation.** Also identify the last three projects with the City of Portland and include what the proposed COBID participation was and what the final participation was.
- A PTE Participation Disclosure Statement (Form 1) is a required submission for this Project. Please include in the Form all scopes of work being performed, the estimated percentage of the total contract amount, the Subconsultant name, and the COBID certification of the Subconsultant performing the work.
- Points will be awarded based on estimated percentages of work listed which will be given to COBID certified subconsultants. The listed percentages will be converted to dollar amounts during contract negotiations and those amounts along with the specific firms must flow through to the final contract.
- Meeting the aspirational goal of 20% will be awarded 50% of the available points for this criterion. Additional points will be awarded based on a mathematical calculation for utilization exceeding the goal or deducted based on the same formula for utilization not meeting the goal.

- Subcontracting Evaluation Formula:

For example, the Utilization % ÷ 40% x 8 points = the Score

Example: if the Utilization % = 20%, then the Score would be: (20% ÷ 40% x 8 points) = 4 points

Note - Proposed Utilization % includes utilization at only the Subconsultant level. See scoring table in this QBS-RFP for the score that pertains to this criteria.

***Note: Failure to submit Form 1 with your proposal may result in the proposal being found non-responsive and may be rejected.**

c. Workforce and Workplace Equity Practices

- Describe the Proposer's workforce demographics and any measurable steps taken to ensure a diverse internal workforce (e.g., women and people of color).
- How do you approach internal on the job training, mentoring, technical training, and/or professional development opportunities for women and people of color?
- Is the Proposer located in a geographically diverse location? If not, what strategies does the Proposer use, accounting for the lack of local diversity, to ensure a diverse internal workforce (e.g., women and people of color)?
- List the top three actions/ongoing practices the Proposer has implemented to ensure a diverse workforce (e.g., women and people of color) is represented at all levels (e.g., upper management, middle management and lower-level management). Reference implementation dates, timelines, and any performance metrics that characterize these achievements.
- Describe the Proposer's employee compensation structure – as applicable, (e.g., living wages, healthcare coverage, employee leaves, dependent care, etc.).
- Describe the Proposer's commitment to community service, (e.g., charitable programs, scholarships, economic development, etc.)

d. Sustainable Business Practices

- List the top three actions/ongoing practices the Proposer has implemented to reduce the environmental impacts of your operations (e.g., energy efficiency, use of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.). Reference implementation dates, timelines, and any performance metrics that characterize your achievements.
- Does the Proposer hold any third-party certifications related to sustainable business operations (e.g. [B-Corp certification](#) or similar)? If so, reference the name of the certification, a link to the certification requirements and who administers the certification.

The City expects thoughtful consideration of all of the above Corporate Responsibility criteria in the preparation of proposals. The City will enforce all commitments to utilize COBID certified firms submitted by the successful Proposer. The successful Proposer will be required to submit subconsultant payment and utilization information electronically to ensure that subconsultants are utilized to the extent proposed and submitted in the original proposal. The successful Proposer and their subconsultants will be required to utilize the City's automated compliance audit process for prime contractors and subcontractors. More information on this process may be viewed on the City Procurement website at: <https://www.portlandoregon.gov/brfs/75932>. The successful Proposer will not be permitted at any time to substitute, delete, or add a subconsultant without the prior written approval of the Chief Procurement Officer. This form may be obtained from the Procurement Services website at: <https://www.portlandoregon.gov/brfs/article/536319>.

Resumes: Provide a professional resume for each key person, including key personnel of any subconsultant(s) proposed to be assigned to the Project. Resumes shall include educational background, professional development, and demonstrate that the individual(s) meets the qualification and experience requirements for performing the work as outlined in this QBS-RFP.

PART III PROPOSAL EVALUATION

SECTION A PROPOSAL REVIEW AND SELECTION

1. EVALUATION CRITERIA

An Evaluation Committee (Committee) will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each Committee member will evaluate each proposal in accordance with the criteria listed in Part II, Section C. The Committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The Committee will require a minimum of ten (10) working days to evaluate and score the proposals

The choice of how to proceed, decisions to begin or terminate negotiations, determination of a reasonable time, decisions to open negotiations with a lower scoring Proposer, and any decision that a solicitation should be cancelled are all within the sole discretion of the City.

The proposal evaluation process consists of a series of Evaluation Levels that will lead to the identification of a Successful Proposer. Each proposal response will be evaluated in accordance with the following evaluation criteria:

Evaluation Level #1 – Written Scoring: Responses meeting the mandatory and responsiveness requirements will be further evaluated as part of Evaluation Level #1. One hundred possible points are available at Level #1. This step consists of a detailed review and scoring by the Committee of the proposals as follows:

Level #1 Evaluation Criteria		
Criteria	Maximum Level #1 Score	Point Distribution by Subsection
1. Cover Letter		REQUIRED
2. Project Team	20	
3. Proposer's Capabilities	20	
4. Project Approach	28	
5. Corporate Responsibility	32	
Proposer's COBID Certification		8
COBID Sub-Consulting		8
Workforce and Workplace Equity Practices		8
Sustainable Business Practices		8
Total:	100	

Evaluation Level #2 – Interview Scoring: If oral interviews or presentations are determined to be necessary, this next step will consist of oral presentations to further clarify the Proposer's proposal(s). The number of proposals on the "short list" depends on whether the Committee believes such proposals have a reasonable chance of scoring well enough to be awarded a contract. Proposers invited to participate in Evaluation Level #2 (oral interviews) will be given additional information regarding the City's desired content a reasonable time before the scheduled Evaluation Level #2 oral interviews/presentations are held. The scoring of the Level #2 will be as follows:

Level #2 Evaluation Criteria		
Criteria	Maximum Level #2 Score	Point Distribution by Subsection
Interview Questions (to be determined)	100	
Total:	100	

All communications shall be through the contact(s) referenced in Part II, Section A.2 of the QBS-RFP. At the City's sole discretion, communications with members of the evaluation committee, other City staff, or elected City officials for the purpose of unfairly influencing the outcome of this QBS-RFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

The City has the right to reject any or all proposals for good cause in the public interest, and the Chief Procurement Officer may waive any evaluation irregularities that have no material effect on upholding a fair and impartial evaluation and selection process.

NOTE: In the City's discretion, litigation between the City and a Proposer may be cause for proposal rejection, regardless of when that litigation comes to the City's attention and regardless how the Proposer's proposal may have been scored. Proposals may also be rejected if they use subconsultants or subconsultants who are involved in litigation with the City. Proposers who are concerned about possible rejection on this basis should contact the City before submission of a proposal for a preliminary determination of whether its proposal will be rejected.

2. SCORING PROCESS

For Evaluation Level #1, the sum of all points earned by a Proposer from all proposal evaluators will be the Overall Score for Level #1. The Evaluation Committee may choose to focus on only a limited number of proposals by developing a "short list" to move on to Evaluation Level #2 based on the scores from the written proposals. Or they may choose to proceed directly to contract negotiation and award.

If Proposers move to Evaluation Level #2, then the proposal scores from Level #1 will not be used during the oral interview/presentation process and they will be scored based on the Level #2 criteria alone. Following completion of the Evaluation Level #2 scoring, each Proposer's Evaluation Level #2 score will be added to their Evaluation Level #1 score to determine their Total Overall Score. The highest scoring proposal(s), based on their Total Overall Score, may be identified as the Successful Proposer(s).

3. CLARIFYING PROPOSAL DURING EVALUATION

At any point during the evaluation process, the City is permitted, but is not required, to seek clarification of a proposal. However, a request for clarification does not permit changes to a proposal.

SECTION B CONTRACT AWARD

1. CONSULTANT SELECTION

Following the Evaluation Committee's final determination of the highest scored Proposer, the City will issue a Notice of Intent to Negotiate and Award and begin contract negotiations. The City will attempt to reach a final agreement with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on, in the same manner, with remaining proposers until an agreement is reached. A Consultant selection process will be carried out under Portland City Code Chapter 5.68.

The selection of the Successful Proposer shall be based on negotiated costs and conformance to the City's terms and conditions. Negotiations will follow with the Successful Proposer, and if successful, the consultant and City will enter into a service contract for the work. If agreement concerning the negotiated costs, schedule, and scope of work cannot be reached with the Successful Proposer within a time period deemed reasonable to the City, the City may, at its sole discretion, terminate such negotiations and begin negotiations with the next highest scored proposer from the Short List.

2. CONTRACT DEVELOPMENT

The proposal and all responses provided by the successful Proposer may become a part of the final contract. Any information included as part of this contract shall be a public record and not exempt from disclosure, including items redacted from the proposal. The form of contract shall be the City's Contract for PTE Services.

For contracts over \$1,000,000, the evaluation committee's recommendation for contract award will be submitted to the Portland City Council for approval.

3. REVIEW AND PROTESTS

REVIEW: Following the Notice of Intent to Negotiate and Award, the public may view proposal documents. However, any proprietary information so designated by the Proposer as a trade secret or confidential and meeting the requirements of ORS 192.501, 192.502 and/or ORS 646.461 et seq., will not be disclosed unless the Multnomah County District Attorney determines that disclosure is required. At this time, Proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

PROTESTS: Proposers who are eliminated at any stage of the evaluation process will be notified of their elimination. At that time, Proposers who wish to protest their elimination shall file a protest within seven (7) calendar days of the notice. Protests may be submitted to the Chief Procurement Officer for this formal solicitation only from those Proposers who would receive the contract if their protest was successful.

Protests must be in writing and received by the Chief Procurement Officer within seven (7) calendar days, unless otherwise noted, following the date the City's Notice of Intent to Negotiate and Award or Notice to Short List was issued. The protest must specifically state the reason for the protest and show how its proposal or the successful proposal was mis-scored or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest, and a statement of the form of relief requested. Protests received later than specified or from other than the Proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The Chief Procurement Officer may waive any procedural irregularities that had no material effect on the selection of the proposed consultant, invalidate the proposed award, amend the award decision, request the evaluation committee re-evaluate any proposal or require the Bureau to cancel the solicitation, and begin again to solicit new proposals. In the event the matter is returned to the evaluation committee, the Chief Procurement Officer shall issue a notice canceling the Notice of Intent to Negotiate and Award.

Decisions of the Chief Procurement Officer are final and conclude the administrative appeals process.

**CITY OF PORTLAND
PROFESSIONAL TECHNICAL & EXPERT (PTE) SERVICES
PARTICIPATION DISCLOSURE FORM 1**

CITY PTE DISCLOSURE REQUIREMENTS

The City's disclosure program was adopted to document the utilization of firms certified by Certification Office for Business Inclusion and Diversity (COBID) as Disadvantaged Business Enterprises (DBE), Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), Service-Disabled Veteran Business Enterprises (SDVBE) and Emerging Small Businesses (ESB) on City projects.

This QBS Request for Proposal (RFP) requires submission by the Proposer of the PTE Participation Disclosure Form 1. The Proposer must disclose the following information:

- 1) Contact information and Employer Identification Number (EIN or FED ID#) for all contract participants
- 2) COBID certification designation
(Verify current certification status with COBID.)
- 3) The percentage of proposed scope or category of work that the Proposer will be performing.
- 4) The percentage of proposed scope or category of work that any subconsultants will be performing
- 5) Percentage of total contract amount allocated to COBID certified subconsultants.

The use of 'TBD', 'N/A', or similar symbols is not acceptable. All requested information must be provided.

If the Proposer will not be using any subconsultants, the Proposer is still required to enter its own information in the appropriate section and to indicate **"NONE"** in the subconsultant section of the accompanying form and submit the form with its proposal.

FAILURE TO SUBMIT THE PTE PARTICIPATION DISCLOSURE FORM 1 WITH THE PROPOSAL MAY RESULT IN THE PROPOSAL BEING FOUND NON-RESPONSIVE AND REJECTED FROM CONSIDERATION.

CITY OF PORTLAND

PTE PARTICIPATION DISCLOSURE FORM 1

This Request for Proposals (RFP) requires the Proposer to submit this PTE Participation Disclosure Form 1. **Failure to submit this form with the proposal may result in the proposal being found non-responsive and rejected.** Proposers must disclose the following information:

Please print all information clearly.

Project Name: _____ **RFP Number:** _____

Proposer Name: _____ **Proposer's EIN #:** _____

Contact Name: _____ **Phone:** _____ **Email:** _____

Proposers Total Percentage: _____%

Participation percentage of total contract amount allocated to COBID certified firms (Subconsultants only):	%
--	----------

SUBCONSULTANT INFORMATION (please print)¹	COBID Certification²	Subconsultant Scope/Type of Work	Subcontract %
Legal Name: Email: Phone #: EIN #⁴:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			

NOTE:

1. If the Proposer will not be using any Subconsultants, the Proposer is required to indicate "NONE" in the Subconsultant Information section of this form and submit this form with their proposal.
2. The Proposer and ALL Subconsultants must be listed on this form. Leave COBID certification column blank if Subconsultant is not currently certified through COBID.
3. Using 'TBD', 'N/A', or similar acronyms is not acceptable.
4. Do not enter Social Security Numbers (SSN) on this form.

SUBCONSULTANT INFORMATION (please print)	COBID Certification	Subconsultant Scope/Type of Work	Subcontract %
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			

**RFP 2037 EXHIBIT B
SAMPLE DESIGN SERVICES CONTRACT**

CITY OF PORTLAND

CONTRACT NUMBER _____

PROJECT TITLE

(title of project)

As authorized by [Ordinance _____ and] Portland City Code 5.68.035, this Design Services Contract ("Contract") is entered into by and between the City of Portland ("City," or "Bureau") and _____ ("Consultant").

Effective Date and Term

This Contract shall commence on the Effective Date, _____ [INSERT EFFECTIVE DATE] and shall continue in full force and effect until [INSERT END DATE] or such other date on the Contract is terminated or extended pursuant to the terms of this Contract ("Term").

Consideration

- (a) City agrees to pay Consultant a sum not to exceed _____ Dollars (\$ _____) to complete the work in accordance with the Statement of Work (SOW), attached hereto as Exhibit A.
- (b) Payments shall be made in accordance with the Compensation section, attached hereto as Exhibit B.

=====

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): _____

Address: _____

Business Designation (check one):
☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Limited Liability Co (LLC) ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name provided above. Information must be provided prior to contract approval.

=====

TERMS AND CONDITIONS

1) Standard of Care

In providing services under this Contract, the Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances (the "Standard of Care").

2) Effect of Expiration

Expiration of the Term shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or uncorrected defect in performance.

3) Order of Precedence

This Contract consists of these Terms and Conditions, the SOW, all Exhibits, and the City's RFP and Consultant's Proposal. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- (a) Amendments executed by the parties after Contract award;
- (b) This form Contract as executed by the Parties, including all Exhibits;
- (c) RFP Requirements as set forth in City's RFP, including without limitation all Exhibits and any Addenda; and
- (d) Consultant's Proposal in response to the RFP, including without limitation, to all supplementary materials.

4) Early Termination of Contract

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination shall be effective immediately upon City's delivery of a written notice of termination to Consultant.

- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not timely cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the nature of the alleged breach, its intent to terminate, and provide fifteen (15) calendar days within which to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5) Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the date of the termination notice. No other costs or loss of anticipated profits shall be due or payable.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City for the costs to defend any claim, and all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant terminates the Contract pursuant to subsection 4(b), the Consultant's sole remedy shall be payment for work completed prior to date of City's receipt of the termination notice. No other costs, loss of anticipated profits or consequential damages shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination, the Consultant's work product completed prior to the date of termination shall be deemed the property of the City and copies and/or data shall be immediately released to the City.

6) Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement without the prior written consent of the City. Notwithstanding City consent, the Consultant shall remain responsible for full performance hereunder. The Consultant agrees that if subcontractor(s) are employed in the performance of the SOW under this Contract, both Consultant and any subcontractors remain subject to the requirements of ORS Chapter 656, Workers' Compensation.

7) Compliance with Applicable Laws; Funding Requirements

Consultant shall perform all services in accordance with all applicable federal, state, and local laws and regulations, including without limitations tax laws and terms and conditions incident to receipt of any grant funds. Consultant represents and warrants that it is and will remain in compliance with all laws and expressly represents that it is and shall remain in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations during the Term of this Contract.

8) Respectful Workplace Behavior

The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as consultants, vendors or contractors who provide services to the City. Consultant warrants its compliance with the terms and conditions of HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>.

9) Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the sole negligence or misconduct of the City. This duty shall survive the expiration or termination of this Contract or final payment hereunder.

The indemnity obligations of Consultant under this Contract will not in any way be affected or limited by the absence of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation under insurance policies affecting this Contract.

Consultant's indemnity obligations are in addition to any other rights or remedies available under this Contract, or in law or in equity to the City. In the event of any claim or demand made against any party entitled to indemnification hereunder, the City may in its sole discretion reserve, retain or apply any monies due to the Consultant under the Contract to resolve such claims; provided, however, that the City may release such funds if the Consultant provides the City with adequate assurance of the protection of the City's interests. The City shall determine in its sole discretion of the adequacy of such assurances.

10) Insurance

Consultant shall obtain and maintain in full force at Consultant's sole cost and expense, throughout the Term and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all Subconsultants shall maintain applicable coverage for all subject workers.

☒ Required and attached // ☐ Certified statement of exemption (i.e., completion of Independent Contractor Certification Statement or similar)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent Consultant's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

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

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

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

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

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

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

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

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

Subconsultant(s): Consultant shall contractually require its Subconsultants to acquire and maintain in effect until full performance of their Work under this Contract, insurance equal to the minimum coverage limits required above.

11) Ownership of Work Product

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

this Contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product. City's alteration of Consultant's Work Product or its use by City for any other purpose shall be at City's sole risk.

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

12) Business Tax Registration

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

13) Successors in Interest

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

14) Severability

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

15) Waiver

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

16) Errors

The Consultant shall, without cost to the City, promptly correct errors or omissions related to the services required by this Contract.

17) Governing Law/Venue

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

18) Amendments; Minor Amendments

Any changes to the provisions of this Contract's dollar amount, must be made by written amendment and approved by the Chief Procurement Officer or City Council to be valid. Any other changes to the provisions of this Contract, including changes to the scope of work, key personnel, Subconsultants or other changes, must be made by written amendment and approved as pursuant to PCC 5.68 and the PTE Manual.

- (a) Amendment of the Contract. Any material change(s) to the provisions of this Contract shall be in the form of an Amendment. A "material change" means a change that increases risk to the City, or that increases the cost of the Contract to exceed the Contract Price. Amendments must be in writing, must be approved as to form by the City Attorney, and must be executed in writing by authorized representatives of the Parties. Any proposed material amendment to this Contract that does not meet the requirements of this section will be deemed null, void, invalid, non-binding, and of no legal force or effect. "Material Amendment" does not mean a Minor Amendment as described in (b) below and does not mean an administrative change which the City may effect unilaterally. An administrative change means a written Contract change that does not affect the substantive rights of the Parties.
- (b) Minor Amendments to Contract or Change Orders to a Statement of Work. The City and Consultant may make minor changes that do or do not impact the substantive rights or obligations of the Parties but that are not material amendments. Minor Amendments shall be made through the use of a Change Order that modifies a Statement of Work or Task Order. Following mutual approval of the Change Order, the parties will update the SOW to reflect changes to the description of services and any resulting changes to the timeframe of deliverables.

19) Prohibited Conduct

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

20) Payment to Vendors and Subconsultants

The Consultant shall timely pay all Subconsultants and suppliers providing services or goods for this Contract. If the Consultant fails to make timely payments to its Subcontractors, Subconsultants, or suppliers, the City is entitled to take any action permitted by law, including, but not limited to, the following:

- (a) Withhold all or part of any progress payment until Consultant makes payment;

- (b) Find that the Consultant is not a qualified bidder for future projects per the City's consideration of the Consultant's record of past performance pursuant to ORS 279C.110(3);
- (c) Directly make payment to the Subcontractor, Subconsultant, and supplier who has not received proper payment; and
- (d) Terminate the Contract for and Event of Default as provided herein.

21) Access to Records and Audits

- (a) The Consultant and its subconsultants and suppliers shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. The Consultant and its subconsultants shall maintain all other records necessary to clearly document their performance of the work and any claims for additional compensation or requests for additional contract time arising from or relating to their performance under the Contract.
- (b) The Consultant shall include in its subcontracts, purchase orders and all other written agreements a provision requiring all subconsultants, material suppliers, providers of rented operated equipment and persons submitting cost or pricing data according to the term of a contract, at all tiers, to comply with this section.
- (c) The City and its authorized representatives shall have timely access to, and an opportunity to inspect, examine, copy and audit all books and records relating to the Contract, for any reason, upon reasonable notice.
 - i) Such books and records shall be maintained by the Consultant and all subconsultants, suppliers and persons with cost or pricing data for a minimum period of six (6) years from the date of Final Payment under the Contract, or until the conclusion of any audit, controversy, litigation, dispute or claim arising out of, or related to, the Contract, whichever is longer.
 - ii) The Consultant and all subconsultants, suppliers, and persons with cost or pricing data shall maintain all records in such a manner that providing a complete copy is neither unreasonably time consuming nor unreasonably burdensome for the Consultant or the City. Failure to maintain the records in this manner shall not be an excuse for not providing the records.
 - iii) The Consultant and all subconsultants, suppliers, and persons with cost or pricing data shall produce all such books and records in Portland, Oregon, regardless of whether the records are produced pursuant to this provision of the Contract or as a result of a claim, litigation, arbitration or other proceeding. The Consultant or a subconsultant, supplier, or other person may produce the books and records elsewhere if it fully compensates the City for the reasonable costs of travel to and from the place where the records are produced and the reasonable cost of any employee's time in having to travel.
- (d) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

22) Electronic Signatures

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

23) Merger Clause

This Contract, and the Contract Documents identified at Section 3 above shall be deemed to encompass the entire agreement of the parties and supersede all previous understandings and agreements between the parties, whether verbal or written.

24) Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. For any claim or dispute that is subject to mediation under this section, the statute of limitations and statute of repose shall not begin to run until the time period set forth in Section 30 below or upon the conclusion of mediation, whichever is later. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation, no attorney fees are recoverable. No different dispute resolution paragraph(s) in this Contract or any attachment hereto shall supersede or take precedence over this provision.

25) Progress Reports: ☒/ Applicable ☐/ Not Applicable

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

26) Consultant's Key Personnel: ☒/ Applicable ☐/ Not Applicable

If applicable, the Consultant shall assign the Key Personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change Key Personnel without the prior written consent of the City, which shall not be unreasonably withheld. Notwithstanding anything to the contrary herein, Consultant shall, within 30 (thirty) days of receipt a request from the City replace any Key Person who is not meeting City performance requirements.

The Consultant agrees that the primary personnel assigned to perform the services shall be listed in in the Statement of Work and Consultant shall not change such personnel without the prior written consent of the authorized representative of the City as designated in the SOW. The City will enforce all social equity contracting for Disadvantaged, Minority, Women, Emerging Small Business and Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE) Subconsultant commitments

submitted by the Consultant in its proposals. Failure to use the identified D/M/W/ESB/SDVBE Subconsultants without prior written consent is a material breach of contract.

27) Third Party Beneficiaries

There are no third-party beneficiaries to this Contract. Enforcement of this Contract is reserved to the parties.

28) Conflict of Interest

Consultant hereby certifies that, if applicable, its Contract proposal was made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), and that the Consultant as a proposer competed solely on its own behalf and without connection or obligation to any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) are not City officials/employees or a relative of any City official/employee who:

- (a) has responsibility in making decisions or ability to influence decision-making on the Contract or project to which this Contract pertains;
- (b) has or will participate in evaluation or management of the Contract; or
- (c) has or will have financial benefits in the Contract.

Consultant understands that should it elect to employ any former City official/employee during the term of the Contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

29) Contractual Statute of Limitations/Statute of Repose for Design Services Claims

The statute of limitations applicable to Design Services provided pursuant to this Contract shall be 2 years from the date of final completion of the project. The statute of repose applicable to Design Services provided pursuant to this Contract shall be 10 years from Final Completion of the project. The statute of limitations and statute of repose set forth herein shall not begin to run until the project reaches Final Completion, regardless of discovery of any condition, act, error, or omission. This provision shall be included in any Subconsultant agreement executed by the Consultant for the performance of services.

30) Notices and Communications

All notices and other communications concerning this Contract shall bear the Contract number assigned by the City. Notices and other communications may be delivered personally, by facsimile, email, by regular, certified or registered mail or other commercial delivery service. A notice to the City will be effective only if it is delivered to that person designated in writing in either:

- (a) the Notice of Award of this Contract,
- (b) the Notice to Proceed under this Contract, or
- (c) to another individual specifically designated by this Contract.

A notice to the Consultant shall be effective if it is delivered to the individual who signed this Contract on behalf of Consultant at the address shown with that signature, to a corporate officer if Consultant is a corporation, to a general partner if Consultant is a partnership, or to another individual designated in writing by the Consultant in the Contract or in a written notice to the City.

31) Safety

Consultant shall ensure that all Work is performed in a safe manner protective of workers and the environment. Accordingly, Consultant shall maintain in place a safety plan that provides for compliance with all safety laws and regulations in effect during the Term. **Consultant shall bear the cost of compliance with its safety plan. The City agrees to increase Consultant's compensation only in the event of a change of law that directly and actually results in an increase in Consultant's costs of compliance with the new law. The City reserves the right but not the obligation to issue a "halt work" order in the event of a potential life safety risk as determined at the City's discretion.**

32) Access to Facilities

Consultant agrees that Consultant's physical or remote access to City facilities shall be subject to the security interests and health controls necessary to protect public property, City employees and the public. The City shall not be liable for any delays necessary in granting Consultant access to any portion of the facilities or systems.

33) Force Majeure

- (a) If a Force Majeure Event occurs, the Party that is prevented by that Force Majeure Event from performing any one or more obligations under this Contract (the "Nonperforming Party") will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party's inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under section 33(c).
- (b) For purposes of this Contract, "Force Majeure Event" means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Contract, except that a Force Majeure Event will not include a strike or other labor unrest that affects only one Party, an increase in prices, or a change in law.

- (c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Contract.

34) Attachments

The following attachments are incorporated into this Contract.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Compensation
- (c) Exhibit C - _____

=====

CONSULTANT SIGNATURE:

Consultant represents that Consultant has had the opportunity to consult with its own independently selected attorney in the review of this Contract. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Contract.

This Contract constitutes the entire agreement between the City and Consultant and supersedes all prior and contemporaneous proposals and oral and written agreements, between the Parties on this subject, and any different or additional terms on a City purchase order or Consultant quotation or invoice.

The Parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

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

IN WITNESS WHEREOF, the Parties hereby cause this Contract to be executed.

I, the undersigned, agree to perform work outlined in this Contract in accordance to the Terms and Conditions and the Statement of Work (Exhibit A); hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600

(Consultant's Name)

BY:_____ Date:_____

Name:_____

Title:_____

CONTRACT NUMBER: 3000XXXX

CONTRACT TITLE: PROJECT TITLE

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

Statement of Work

Consultant's and City's Project Manager for this Contract are:

For City of Portland:	For Consultant:
Name:	Name:
Title:	Title:
Address:	Address:
City, State:	City, State:
e-mail:	e-mail:
Copy to:	Copy to:

1. SCOPE OF WORK

Consultant agrees to provide all of the Design Services described below on an ongoing basis in support of, and in conformance with, the time frames described in the Request for Proposals.

1.1.

1.2.

1.3.

1.4.

2. DELIVERABLES AND SCHEDULE:

2.1.

2.2.

2.3.

2.4.

3. CONSULTANT KEY PERSONNEL

The Consultant shall assign the following Key Personnel to do the work in the capacities designated and agrees not to substitute these personnel while working on the Contract without the express approval of the City, which approval shall not unreasonably be withheld:

NAME	ROLE ON PROJECT

4. SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	COBID CERTIFICATION	SUBCONTRACT AMOUNT

Total subcontracting to COBID certified firms on this contract is estimated at \$ _____ or XX.XX% of the Contract Amount.

The City will enforce all social equity Contracting and subcontracting commitments of COBID certified firms indicated in the table above. Consultant shall not add, eliminate, or replace any Subconsultant assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified COBID certified Subconsultants without prior written consent is a material breach of contract. Any changes must be reported and submitted to the PTE Contract Compliance Specialist. All changes to this Contract, including changes to the Subconsultant participation, must be made by written amendment and approved by the Chief Procurement Officer to be valid.

For Contracts valued \$50,000 or more, the Consultant shall submit Subconsultant payment and utilization information electronically in the Contract Compliance Reporting System, reporting ALL Subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at:
<https://www.portlandoregon.gov/bfrs/75932>.

COMPENSATION

The maximum that the Consultant will be paid for the work on this Contract is \$XXX (hereafter the “not to exceed” amount).

The “not to exceed” amount includes all payments to be made pursuant to this Contract, including reimbursable expenses, and Contract Mitigation if any. Contract Mitigation can be used only with prior written approval of the City prior to any effort being accomplished on added tasks. Nothing in this Contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid to the Consultant may be less than that amount.

The Consultant shall be paid based on its hourly rates, plus any authorized expenses, in accordance with the tasks listed below. If a task is completed and accepted by the City, and the amount billed by the Consultant is less than the estimated budget for the task, the remaining amount may be used on the other tasks as authorized in writing by the Project Manager. In no event shall the Consultant bill for an amount greater than what is shown for each task.

Task/Phase	Description	Amount
1		
2		
3		
	Total Not to Exceed:	

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

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

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

1. Payment Terms: Net 30 Days

The City shall pay the Consultant as follows upon the submission of invoices approved:

- 1.1. _____
- 1.2. _____

2. Standard Reimbursable Costs

The following costs will be reimbursed without cost-increase:

[ALTERNATIVE]

- 2.1. Reimbursement of travel costs is not anticipated in this Contract.

[ALTERNATIVE]

- 2.1. If pre-approved by the City, allowable costs of travel shall be determined in accordance with the General Services Administration (GSA) per diem rates in effect on the date of this Contract. Consultant’s time spent traveling to the Portland area, however, will not be reimbursed. All costs incurred for local travel within the Portland metropolitan area, and a 100-mile radius, including but not limited to, vehicle mileage and parking fees are considered as included in the overhead rate, and shall not be reimbursed separately.

2.2. _____

2.3. _____

- 2.4. Personal expenditures or expenditures not related to the Contract are not eligible for reimbursement.

3. Hourly Rates

- 3.1. The Consultant shall be compensated in accordance with the hourly rates set forth in attached Exhibit C, Hourly Billing Rate Table. In no way shall the cost of hours billed by the Consultant exceed the total Contract amount throughout the term of this Contract.

[ALTERNATIVE]

- 3.2. The City has authorized an annual hourly rate increase of 2% for each year of this Contract. [include escalation in Exhibit C]

[ALTERNATIVE]

3.2. Discretionary Adjustment of Labor Rates Due to Inflation

Annual adjustment of hourly rates will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- 3.2.1. No increases will be granted before the one-year anniversary of the Contract;
- 3.2.2. No more than one increase shall be granted per Contract year;
- 3.2.3. Rate increases may not exceed the preceding calendar year's Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the West Region Class Size A average inflation rate (as determined from the US Department of Labor statistics);
- 3.2.4. Rate increases shall not be retroactive.

Other than as stated above, hourly rates may not be increased.

4. Subconsultant Costs

Compensation for Subconsultants shall be subject to the same billing restrictions and requirements as those of the Consultant. Consultant may bill Subconsultant services at cost plus a ___% mark-up [do not exceed 5%] and shall not be subject to any cost increase. Other direct expenses, as stated under Standard Reimbursable Costs, shall be billed at cost without mark-up. Allowable Subconsultant services can only be marked-up once. For example, the Consultant is not allowed to mark-up on a second tier Subconsultant's services if it has already been marked-up by the Consultant's Subconsultant. Mark-up is not allowed when using intergovernmental resources to complete work and will not be accepted.

5. Progress Payments

5.1. Compensation to the Consultant shall be based on the following:

- 5.1.1. Invoices submitted to the City, including the appropriate required information as outlined below and all supporting documentation relating to charges expressed on the invoice.
- 5.1.2. The invoice shall be submitted to _____.
- 5.1.3. Detailed monthly Project Progress Reports submitted to the City Project Manager by email.

5.2. The Consultant is required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the Project or part of the Contract are not eligible for reimbursement. On or before the 15th of each month, the Consultant shall submit to the City Accounts Payable Department an invoice for work performed by the Consultant during the preceding month.

5.3. The Consultant shall enter all the following information on their invoice in order for the City to review and authorize the invoice for payment.

- 5.3.1. Contract Number, City's Project Title and any other identifying information requested by the City
- 5.3.2. Invoice date
- 5.3.3. Date range during which the services are being invoiced for work provided
- 5.3.4. Invoice number. The last invoice submitted on the Project must be clearly labeled "Final Invoice"
- 5.3.5. City Project Manager's name
- 5.3.6. Amount being invoiced for the current invoice
- 5.3.7. Consultant shall describe all services performed with particularity and by whom it was performed (Consultant's individuals or Subconsultant, labor category, direct labor rate, hours worked during the period) and shall itemize and explain all expenses for which reimbursement is claimed. If reimbursable expenses are authorized, identify by line item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Note: Invoices for Basic Services under a specific Task shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Task that the amount invoiced represents
- 5.3.8. The Consultant shall also attach photocopies of claimed reimbursable expenses, as applicable and preapproved authorization document from the City Project Manager
- 5.3.9. The Consultant shall stamp and approve all Subconsultant invoices and note on Subconsultant invoice what they are approving as "billable" under the Contract
- 5.3.10. The billing from the Consultant must clearly roll up labor and reimbursable costs for the Consultant and Subconsultants. Any billings for Subconsultants must match the Subconsultant invoices.

5.4. To the extent the City disputes any portion of the amount requested in the application for payment, the City shall indicate the undisputed amounts and the amounts that are in dispute. The City shall pay the undisputed amounts and indicate to whom such payments shall be made. The Consultant shall make such payments to itself and to Subconsultants as indicated by the City for such undisputed amounts. The City and Consultant and, if applicable, the Subconsultant shall then work to reach agreement on the disputed amounts.

5.5. Prior to initial billing, the Consultant shall develop a billing format for approval by the City. Submission of the draft billing document shall be emailed to the City Project Manager for final review and approval.

6. ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement and provide required documentation. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payments directly into Consultant's accounts with financial institutions. All payments shall be in United States currency.

7. Authorization to Proceed

Irrespective of the effective date of the Contract, the Consultant shall not proceed with any work required under this Contract without a written authorization to proceed from the City. Any work performed or expenses incurred by the Consultant prior to the Consultant's receipt of authorization to proceed shall be entirely at the Consultant's risk.

Exhibit XXX: SAMPLE CHANGE ORDER (Remove if not needed)

	BUREAU NAME	LOGO

CHANGE ORDER

Consultant		Project Title	
Contract No.		Change Order No.	*SAMPLE*
Contract Date		Change Order Date	

Select	Type	Description and Reason for Change	Modification to:
<input type="checkbox"/>	Time		Project Schedule and/or Contract
<input type="checkbox"/>	Scope or Specifications		Statement of Work Acceptance Requirements
<input type="checkbox"/>	Deliverables		Statement of Work Acceptance Requirements
<input type="checkbox"/>	Price		Statement of Work and/or Contract
<input type="checkbox"/>	Terms and Conditions		Request Amendment to Contract
<input type="checkbox"/>	Other		

- Additional time is necessary and the Project Schedule for the Statement of Work or a specific Deliverable is hereby extended through (DATE) or modified as shown on the attached Project Schedule.
- Additional work or a change in work or Specifications is necessary. For example, changes to the Statement of Work, Deliverables and/or the Acceptance.
- A price adjustment is necessary for the following Deliverables. These changes will NOT affect the total not-to-exceed value of the Contract. For example, price changes that show the original price and the modified price.
- An Amendment to the Contract is requested for the following reasons. For example, any change to the total value of the Contract, the term or ending date of the Contract, or the Contract terms and conditions requires an Amendment.

The Change Order is subject to the terms and conditions of the above-referenced Contract.

The rest of the Statement of Work shall remain unchanged and in full force and effect.

CITY OF PORTLAND CONTRACTOR

Authorized Signature Date Authorized Signature Date

Printed Name Printed Name

City Project Manager
Title Title

(remove this form if Consultant has Workers' Compensation Insurance)

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

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

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent Consultant in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Consultant: check four or more of the following:
 - A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - D. Labor or services are performed only pursuant to written contracts;
 - E. Labor or services are performed for two or more different persons within a period of one year; or
 - F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Consultant Signature _____ Date _____

FOR CITY USE ONLY

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

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

City Project Manager Signature _____ Date _____

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

License (Major)

Before Commissioners: Charles B. Curtis, Chairman;
Dons. Smith, and Georgiana Sheldon.

City of Portland, Oregon

Project No. 2821

ORDER ISSUING LICENSE (MAJOR)

(Issued March 22, 1979)

On October 22, 1977, the City of Portland, Oregon (City) filed an application for a license to construct the Portland Hydroelectric Project No. 2821. The project would be located on the Bull Run River in Multnomah and Clackamas Counties, Oregon, and would occupy lands of the United States within Mt. Hood National Forest.

Public notice of the filing of the application was given. The Oregon Department of Fish and Wildlife (DFW) and, jointly, the Northwest Environmental Defense Center and-Mr. John T. Gibbon (NEDC). have intervened. The concerns of the intervenors and commenting agencies are discussed below.

The Proposed Project

The proposed project would consist of two developments at the City's existing dams and reservoirs currently used for its domestic water supply. The City intends to construct a powerhouse and substation downstream from each dam and a 57-kV transmission line connecting the two powerhouses with an existing substation owned by Portland General Electric Company (PGE). The project would have a total installed capacity of 35,625 kW.!

1/ A more detailed description of the project works is contained in ordering paragraph (B).

Safety and Adequacy

Both our staff and the U.S. Army Corps of Engineers (Corps) have inspected the project dams in the field and analyzed their safety and adequacy under a variety of loading conditions. The project works appear well-maintained. Dam No. 2 is safe and stable under the various loading conditions and the spillway is adequate to pass the probable maximum flood (PMF). Analyses show that Dam No. 1 has adequate spillway capacity for the PMF and would be stable under normal and earthquake loading, but would develop tensile stresses in the heel under PMF loading.

The staff reports that Dam No. 1 would probably be safe even during a PMF, because it is an arched gravity dam that would be expected to redistribute stresses and prevent failure. Both the staff and the Corps, however, believe that a finite element analysis of Dam No. 1 would better predict the structure's performance under PMF loading. The City is conducting that analysis now. Article 33 of this license gives the Director of the Office of Electric Power Regulation authority to require remedial action if the City's analysis shows any is needed.

Need, Economic Feasibility, and Energy Conservation

The City has historically purchased about 95 percent of its power requirements from PGE and the remainder of its requirements from Pacific Power and Light Company. The City would arrange with PGE for the exchange of project power for PGE system power. -The City's 1976 peak load was 23,000 kW and its energy requirement was 123.8 million kWh. The City expects its peak load to continue to grow at an annual rate of five to six percent. The project would have a dependable capacity of 28,490 kW, and operate at a capacity factor of about 35 percent.

The City estimates that the project will cost \$28,160,000. The cheapest alternative power source to the project would be a combined-cycle plant. Analyses by our staff indicate that it would cost an additional

\$3,258,000 annually to produce equivalent power by a combined-cycle plant.

In addition, the proposed project, with its average annual generation of 110 million kWh, will utilize a renewable resource that will save the equivalent of approximately 180,000 barrels of oil or 51,000 tons of coal per year.

Fish and Wildlife

The two project reservoirs support populations of rainbow trout, cutthroat trout, and mountain whitefish. Currently, there are no anadromous fish runs at the dam sites. 3/ DFW (by letter and its petition to intervene), the National Marine Fisheries Service, and the Department of the Interior (Interior) noted that the City did not provide compensation for the loss of anadromous fish runs when it constructed Dam No. 1 in 1929. DFW requested that the City be required to provide fisheries impact mitigation in the form of hatchery facilities on the Clackamas River (at an estimated cost of \$490,000) and annual smelt production (at an estimated cost of \$26,000). The City stated in response to the request that it is not liable for fishery losses that occurred when the reservoirs were constructed because the Bull Run Reserve (where the dams are located) was established for the sole purpose of providing water supply reservoirs.

DFW and the City have now agreed to a separate proceeding on fish mitigation, with no delay in processing of the application for license.

We believe that since there are 110 anadromous fish runs that would be affected by the proposed construction, reserving final resolution of the issue of compensation for any interference with prior fish runs is appropriate.

II The rainbow and cutthroat trout ascend tributaries to the reservoirs to spawn.

We will establish a separate proceeding on this matter under Article 15 of the license.

During field surveys to detect threatened or endangered wildlife species, the City reports, white-tailed deer was sighted. Since it might have been a Columbian white-tailed deer, an endangered species, our staff consulted the U.S. Fish and Wildlife Service (FWS) under Section 7 of the Endangered Species Act. **Y** FWS indicated that the project area was not the preferred habitat for this subspecies. FWS further indicated that the siting was probably a misidentification, because herds of similar appearing white-tailed deer (not an endangered species) occur in nearby mountains. FWS concluded that the proposed project would not pose **a** threat to the Columbian white-tailed deer.

The City filed an Exhibit S (fish and wildlife plan) as part of its application for license. The Exhibit S generally complies with our regulations and is approved by this order.

Vegetation

The City conducted field studies of threatened and endangered plants, and found none. The studies were conducted relatively early in the spring, however, and their scope was limited. We find that further study is desirable to guard against adverse impact on any endangered plant species. Article 40 requires a pre-construction vegetation survey of the project area.

We are requiring the Licensee to file a report on the results of its vegetation survey at least 30 days before construction at the project is scheduled to commence, Article 40 details procedures to be followed if an endangered species is found. No construction may commence if the species occupies the proposed location of a powerhouse, intake structure, penstock, substation, or appurtenant facility. But construction of those facilities could begin if the endangered species occupies only a proposed staging area, access road, or transmission line location.

11 ~~16~~ U.S.C. § 1531 ~~et seq.~~, amended Pub. L. 95-632, 92 Stat. 3751 (Nov. 10, 1978).

Adverse impact from the later kinds of facilities can be avoided readily by relocation or other types of mitigation measures and would not preclude the project as a whole. But construction could not commence for such a facility until the necessary protective measures were approved.

Domestic Water Supply

In its petition to intervene, NEDC expressed concern that the project would adversely affect the quality of the municipal water supply. The City has consulted with NEDC and, as a result of the consultation, has modified the project design to include a multiple-level intake tower at Dam No. 1. Article 34 of the license requires the City to submit final design drawings of the intake structure for approval prior to the commencement of construction.

NEDC also requested that the license include a provision to limit the City's drawdown of the reservoirs to two feet below the spillway crest except when necessary to ensure sufficient quality and quantity of Portland's water supply. The U.S. Forest Service of the Department of Agriculture (Forest Service) recommended two license articles regarding the operation of the reservoir's for the protection of the domestic water supply. NEDC originally found fault with the articles precisely as proposed by the Forest Service, and reached agreement with the City on a substitute provision. Standard Article 12 as amended here includes the agreed provision and will satisfy the concerns raised by both the Forest Service and NEDC. *jl*

- 4 / The provision added to Article 12 limits project operation to ensure that the water surface elevations of the reservoirs will be maintained generally at historical levels. NEDC felt that it was important for this provision to be included in Article 12, rather than in some other license article. Although we fail to see any particular advantage to putting this limitation in Article 12, neither is there any harm, and we are granting NEDC's request.

Finally, the Forest Service recommended numerous revisions to our standard license articles, as well as a number of special articles. The Forest Service's recommendations have two related purposes. First, the Forest Service wishes to ensure that construction, operation, and maintenance of the project power facilities not degrade the domestic water supply function of the reservoirs. Second, the Forest Service wishes to ensure that those activities for power production are subordinated to the authority and responsibility of the Secretary of Agriculture to administer the Bull Run Watershed Management Unit to protect the City's domestic water supply under Pubric Law 95-200. 5/

All parties to this proceeding recognize the importance of protecting the project reservoirs' primary purpose of supplying water to the people of Portland. The Forest Service's detailed recommendations are, however, unnecessarily lengthy, numerous, and repetitive. For that reason we will not adopt them. Instead, we are including Article 36, which, together with the provision added to Article 12, will achieve the two objectives the Forest Service seeks. 6/

Fluctuating River Levels

Interior and Forest Service were concerned with ,e fluctuating river levels due to power plant start up that could pose a safety hazard to recreationists using the Bull Run River below the project. Fluctuations in flows from 4 cfs to 1,200 cfs.below Dam No. 2 would occur during the months of February, March, May, and October. Although 3.3 miles of the Bull Run River

5/ 91 Stat. 1425 (Nov. 23, 1977).

6/ Article 36 makes the construction, operation, and maintenance.of the project, insofar as they might affect the quantity or quality of water from the two reservoirs, subject to the authority granted the Secretary of Agriculture by Public Law 95-200.

immediately below the project are part of the Bull Run Reserve and closed to public access, 7/ there are no public access restrictions on the remaining three miles of river which lie outside the reserve. The Forest Service proposed a two foot per hour limit on river level fluctuation. The City has agreed to the Forest Service's proposal.

Staff reports that the proposal will help protect downstream recreationists. Staff also reports that posting signs that warn of the possible rapid change in river level would provide additional protection for the recreationists. Articles 37 and 38 incorporate the proposals relating to river level fluctuations and the posting of warning signs.

Recreation

Interior noted that public use of the proposed project lands is restricted because of the project's domestic water supply function. Interior also noted, however, that existing recreation areas in the vicinity of the project are heavily used by area residents and that the project is near the Portland urban area. Interior suggested that the City consult with appropriate agencies to explore the possibility of providing off-site recreational facilities.

Public access to the project and its lands and waters is prohibited, and precludes recreational use at this time; Construction of power production works at the reservoirs will not affect existing or future recreational opportunities in the vicinity. In the particular circumstances of this project, we will not require the City to provide off-site recreational facilities. If public access to the project and its vicinity should be permitted in the future, Article 17 would allow us to require development of recreational facilities at the project, including expansion of the project area if necessary or appropriate.

17 18 U.S.C. § 1862

Other Environmental Impacts

Dams Nos. 1 and 2 were constructed and their reservoirs created in 1929 and 1962, respectively. Installation of the additional works proposed here would temporarily disrupt the terrestrial environment and slightly degrade water quality. The impacts, however, would be minor and of short duration, ending with completion of construction. Minor adverse impacts would occur to aquatic biota due to fluctuating flows below Dam No. 2 during certain periods of the year. No known archeological or historic sites would be affected by the project. /

Based upon the record, including agency and intervenor comments and our staff's independent analysis, we find that issuance of a license for this project, as conditioned, is not a major federal action significantly affecting the quality of the human environment.

Comprehensive Development

This project is, and will continue to be, operated and maintained primarily as the City's water supply source. The project would use 93 percent of the river flow for power production, develop the head at the site to the fullest extent practicable, and efficiently use the available flows of water. The project would not interfere with any potential development in the river basin.

For these reasons, we conclude that the project as licensed will be best adapted to a comprehensive plan for development and use of Bull Run River for beneficial public uses. We further conclude that issuing the City a license for Project No. 2821 is in the public interest and consistent with the provisions of the Federal Power Act.

- 8/ The City's field survey of the project discovered no archaeological or historic resources. The State Historic Preservation Officer reported that the project would not affect any cultural resources eligible for inclusion on the National Register of Historic Places.

License Term

The City applied for a 50-year license. The Forest Service, however, recommended a 40-year term, "to permit timely reevaluation of license requirements in relation to public demands upon the Mt. Hood National Forest." The Forest Service avers that the growth in population of the Portland metropolitan area is increasing use pressures on all the resources of Mt. Hood National Forest.

We recognize the Forest Service's legitimate concern over flexibility in adapting the project to changing usage pressures on the Mt. Hood National Forest. The many "open-ended" conditions included in this license, however, provide the necessary flexibility to respond to change. With those conditions in the license, we do not believe that a 40-year term would provide a significant degree of additional responsiveness over a 50-year term.

Given the extent of development the City will carry out at the project, installing more than 35 megawatts of new generating capacity using a renewable resource, we find that a 50-year license term is appropriate. This term is consistent with our recent actions on Projects Nos. 2800 and 2834 9/ and the principles established in the opinion on Project No. 2301. 10/

The Commission orders:

(A) This license is issued to the City of Portland, Oregon, under Part I of the Federal Power Act (Act) for a period of 50 years, effective the first day of the month in which this order is issued, for the construction,

9/ Lawrence Hydroelectric Associates and Essex Co., Proj. No. 2800, Order Issuing License and Authorizing Negotiations for Sale of securities (issued Dec. 4, 1978); Central Maine Power Co., Proj. Nos. 2284 and 2834, Order Amending License and Issuing New Major License (issued Feb. 9, 1979).

10/ The Montana Power Co., Project No. 2301, Order Issuing New License (Major) (issued Oct. 5, 1976).

operation, and maintenance of the Portland Hydroelectric Project No. 2821, located in Multnomah and Clackamas Counties, Oregon, on the Bull Run River, and occupying lands of the United States within the Mt. Hood National Forest. The license is subject to the terms and conditions of the Act, which is incorporated by reference as part of this license, and subject to the regulations, the Commission issues under the provisions of the Act.

(B) The Portland Hydroelectric Project consists of:

(1) All lands, to the extent of the Licensee's interests in those lands, constituting the project area and enclosed by the project boundary, the project area and project boundary being shown and described by certain exhibits which form part of the application for license and which are designated and described as:

<u>Exhibit</u>	<u>FERC No. 2821</u>	<u>Showing</u>
J	1	General Map
K-1	2	Detail Map - Project Area and Project Boundary
K-2	3	" "
K-3	4	" "
K-4	5	" "
K-5	6	" "

(2) Project works consisting of:

(a) Development No. 1, comprising: (1) a reservoir with a gross storage capacity of 30,000 acre-feet; (2) a concrete arch dam, 180 feet high with a crest elevation of 1,050 feet (m.s.l. datum), and a crest length of 900 feet; (3) an overflow spillway with crest elevation of 1,036 feet (m.s.l.) with three 40-foot-wide by 10-foot-high radial gates; (4) two multiple-level intake structures within the dam; (5) two penstocks leading to the powerhouse; (6) a powerhouse with a single generating unit, rated at 23,750 kW; and (7) a substation adjacent to the powerhouse containing a 3-phase 13.8/57-kV transformer; (b) Development No. 2, approximately 4.5 miles downstream from Development No. 1, comprising: (1) a reservoir with a gross storage capacity of 20,000 acre-feet; (2) an earthfill dam, 135 feet high with a crest elevation of 875 feet (m.s.l.) and a crest length of about 900 feet; (3) a non-gated chute

spillway with a crest length of 450 feet at elevation 860 feet (m.s.l.); (4) two intake towers within the reservoir--one serving a 7-foot-diameter tunnel for municipal water use only, leading to downstream waterworks, pipelines, and diversion pool, the other serving a 15-foot-diameter tunnel connecting to an 11-foot-diameter penstock leading to the powerhouse; (5) a powerhouse with a single generating unit rated at 11,875 kW; (7) a 500-foot-long by 130-foot-wide diversion pool, formed by a 30-foot-high diversion dam, downstream from Dam No. 2; and (7) a substation adjacent to the powerhouse containing a 3-phase 13.8/57-kV transformer;

(c) A 57-kV transmission line from Powerhouse No. 1 substation to Powerhouse No. 2 substation and then extending for about 5 miles downstream, terminating at a Portland General Electric Company substation;

(d) A 3100-foot-long access road from Road S-10 to powerhouse No. 1; and

(e) Appurtenant facilities.

The location, nature, and character of these project works are more specifically shown and described by the exhibits cited above and by certain other exhibits which also form part of the application for license and which are designated and described as:

FERC		
Exhibit L	No. 2821-	Showing
1	7	Powerhouse No. 1 - Access Road
2	8	-Plan and Profile
3	9	-Plans
4	10	"-Sections
5	11	Existing Dam No. 1
6	12	Existing Dam No. 2
7	13	Existing Dam No. 2 - Details
8	14	Powerhouse No. 2 - Site Plan
9	15	- Plans
10	16	" - Section
11	17	
12	18	Powerhouse No. 1 and No. 2

Exhibit M - General Description of Mechanical, Electric, and Transmission Equipment, consisting of five typed pages, filed October 20, 1977.

Exhibits - Consisting of 9 pages of text, filed October 20, 1977.

(3) All of the structures, fixtures; equipment, or facilities used or useful in the maintenance and operation of the project and located on the project area, including such portable property as may be used or useful in connection with the project or any part of it, whether located on or off the project area, to the extent approved or acquiesced in by the Commission; together with all riparian or other rights, the use or possession of which is necessary or appropriate in the construction, operation, or maintenance of the project.

(C) (1) Exhibit K, designated in ordering paragraph (B) above, is approved and made a part of the license only to the extent that it shows the general location of the project.

(2) Exhibits J, L, M, and S, designated in ordering paragraph (B) above, are approved and made a part of the license.

(D) This license is also subject to the terms and conditions designated Articles 1 through 11, 13 through 15 and 21 through 32 in Form L-2 (October 1975), entitled "Terms and Conditions of License for Unconstructed Majot Project Affecting Land of the United States", attached to and made a part of this license. The license is also subject to the following additional articles:

Article 12. (a) The operations of the Licensee, so far as they affect the use, storage and discharge from storage of waters affected by the license, shall at all times be controlled by such reasonable rules and regulations as the Commission may prescribe for the protection of life, health, and property and in the interest of the fullest practicable conservation and utilization of such water for power purposes and for other beneficial public uses, including recreational purposes, and the Licensee shall release water from the project reservoir at such rate in cubic feet per second, or such volume in acre-feet per specified period of time, as the Commission may prescribe for the purposes hereinbefore mentioned.

(b) The Licensee shall operate the reservoirs at Dam No. 1 and Dam No. 2 in whatever manner is necessary, including variations in reservoir elevations, to assure sufficient quality and quantity at all times for the City of Portland's water supply. At any time that the Licensee is so operating the reservoirs, the Licensee may generate power. The Licensee shall not vary reservoir elevations outside the levels of elevation 1,034 and the spillway crest at Dam No. 1 and elevation 858 and the spillway crest at Dam No. 2, in cases in which the sole reason for the variation is the operation of the project for power purposes. The Licensee may alter the fluctuation in the reservoirs at Dam No. 1 and Dam No. 2 after further study and cooperation with the State Department of Water Resources and approval by the Commission after notice and opportunity for hearing.

Article 33. The Licensee shall submit the results of a Finite Element Analysis of the Bull Run Dam No. 1 under a Probable Maximum Flood loading to the Director, Office of Electric Power Regulation, within three months after completion of the study. If the analysis shows that excessive stresses would develop in Bull Run Dam No. 1, the Licensee shall submit with its report, for approval by the Director, a detailed program for undertaking the remedial work necessary to assure the integrity and safety of the dam.

Article 34. The Licensee shall submit revised Exhibit L drawings complying with Section 4.41 of the Commission's regulations and showing the final design of the proposed multiple-level intake tower at Dam No. 1. The Licensee shall not begin construction of the multiple-level intake tower until those drawings have been approved by the Director, Office of Electric Power Regulation.

Article 35. Licensee shall file with the Commission within six months from the date this license is issued, implement, and modify when appropriate, an emergency action plan designed to provide an early warning to upstream and downstream inhabitants and property owners if there should be an impending or actual sudden release of water caused by an accident to, or failure of, project works. That plan shall include: instructions to be provided on a continuing basis to operators and attendants for actions they are to take in the event of an emergency; detailed and documented plans for notifying law enforcement agents, appropriate federal, state, and local agencies, operators of water-related facilities, and those residents and owners of properties that could be endangered; actions that would be taken

to reduce the inflow to the reservoir, if possible, by limiting the outflow from upstream dams or control structures; and actions to reduce downstream flows by controlling the outflow from dams located on tributaries to the stream on which the project is located. Licensee shall also submit a summary of the study used as a basis for determining the areas that may be affected by an emergency, including criteria and assumptions used. Licensee shall monitor any changes in upstream or downstream conditions which may influence possible flows or affect areas susceptible to damage, and shall promptly make and file with the Commission appropriate changes in the emergency action plan. The Commission reserves the right to require modifications to the plan.

Article 36. The construction, operation, and maintenance of the project, insofar as those activities might affect the quantity or quality of water released from the project reservoirs for water supply, shall be subject to the authority granted to the Secretary of Agriculture in Public Law 95-200 to administer the Bull Run Watershed Management Unit.

Article 37. Pending further order by the Commission on its own motion or at the request of other interested persons or entities, after notice and opportunity for hearing, the Licensee shall limit project-induced river level fluctuations downstream from the project to a maximum of 2 feet per hour, as measured at stream gauging station USGS 14-14000,

Article 38. The Licensee shall, to the satisfaction of the Commission's authorized representative, install and operate any signs, lights, sirens, or other safety devices that may reasonably be needed to warn the public of fluctuations in flow from the project and protect the public in its recreational use of downstream lands and waters.

Article 39. If any previously unrecorded archeological or historic resources are discovered during the course of construction or development of any project works or other facilities, construction activity shall be halted in the vicinity, a qualified archeologist shall be consulted to determine the significance of the resources, and the Licensee shall consult with the State Historic Preservation Officer (SHPO) to develop a mitigation plan for the protection

of significant-archeological or historic resources. The Licensee shall provide funds in a reasonable amount for such activity. If the Licensee and the SHPO cannot agree on the amount of money to be expended on archeological or historic work related to the project, the Commission reserves the right to require the Licensee to conduct, at its own expense, any such work found necessary.

Article 40. (a) The Licensee shall provide for a spring and summer preconstruction vegetation survey in the areas of project construction. This survey shall cover spring and summer flora. The survey shall be conducted by a professional botanist, in cooperation with appropriate federal and state agencies, and shall determine the presence of any threatened or endangered plant species as defined by the Smithsonian Institution and the Department of the Interior.

A full report on the method, time, scope, and results of the survey shall be filed promptly upon completion, but at least 30 days before any construction at the project is scheduled to commence. The report shall also include any proposed measures for protection of any threatened or endangered species discovered.

The Director of the Office of Electric Power Regulation may stay construction if the method, timing, or scope of the survey are inadequate to determine properly the presence or absence of threatened or endangered species.

(b) Unless the Director stays construction, if the vegetation survey has found no evidence of threatened or endangered plant species, construction may proceed.

(2) If the vegetation survey has found evidence of threatened or endangered plant species that would be affected by construction of the proposed project powerhouses, intake structures, penstocks, substations, or appurtenant facilities, no project construction work may proceed until the procedures required by Section 7 of the Endangered Species Act (as amended) have been completed and construction has been approved,

(3) If the vegetation survey has found evidence of a threatened or endangered plant species that would be affected by construction activity at (a) a proposed staging area, (b) the proposed access road to Development No. 1, or (c) the proposed transmission line, then no construction activity may proceed for that particular facility (or, if a staging area, any part of the project dependent on that staging area) until the procedures required by Section

7 of the Endangered Species Act (as amended) have **been** completed and construction activity for that facility has been approved. Construction of other portions of the project, however, may proceed.

Article 41. Within one year following the date of commencement of operation of the project, the Licensee shall file for approval "as-built" Exhibit K drawings to show the project as finally constructed and located and the amount of U.S. lands occupied by it.

Article 42. The Licensee shall pay the United States the following annual charge, effective the first day of the month in which this license is issued:

(a) For the purpose of reimbursing the United States for the cost of administration of Part I of the Act, a reasonable annual charge as determined by the Commission in accordance with the provisions of its regulations in effect from time to time. The authorized installed capacity for that purpose is 47,500 horsepower.

(b) For the purpose of recompensing the United States for the use, occupancy, and enjoyment of its lands, an amount to be determined later.

Article 43. The Licensee shall commence construction of the project within two years from the effective date of this license and, in good faith and with due diligence, shall prosecute and complete construction of the project works within six years of the effective date of this license.

Article 44. The Licensee shall dispose of all temporary structures, unused timber, brush, refuse, or other material unnecessary for the purposes of the project which result from maintenance or operation of the project works. In addition, all trees along the periphery of the project reservoir which die during operation of the project shall be removed. All clearing of lands and disposal of unnecessary material shall be done with due diligence to the satisfaction of the authorized representative of the Commission and in accordance with appropriate federal, state, and local statutes and regulations.

(E) This order shall become final 30 days from the date of issuance unless application for rehearing is filed as provided in Section 313(al of the Act. Failure of the Licensee to file such an application shall constitute acceptance of this license. In acknowledgment of acceptance of the license, it shall be signed for the Licensee and returned to the Commission within 60 days from the date of issuance of this order.

By the Commission.

(S E A L)

Kenneth F. Plumb,
Secretary.

IN TESTIMONY of its acknowledgment of acceptance of all of the terms and conditions of this Order, the City of Portland, Oregon, this ____ day of _____, 19__, has caused its name to be signed hereto by _____, its _____ Mayor, and its seal to be affixed hereto and attested by _____ its _____ Secretary, pursuant to a resolution of the City Council duly adopted on the ____ day of _____, 19__, a certified copy of the record of which is attached hereto.

By _____
Mayor

Attest:

Secretary

(Executed in quadruplicate)

FEDERAL ENERGY -REGULATORY COMMISSION

TERMS AND CONDITIONS OF LICENSE FOR
UNCONSTRUCTED MAJOR PROJECT
AFFECTING LANDS OF THE UNITED STATES

Article 1. The entire project, as described in this order of the Commission, shall be subject to all of the provisions, terms, and conditions of the license.

Article 2. No substantial change shall be made in the maps, plans, specifications, and statements described and designated as exhibits and approved by the Commission in its order **as a** part of the license until such change shall have been approved by the Commission: Provided, however, That if the Licensee or the Commission deems it necessary or desirable that said ~~approved exhibits~~, or any of them, be changed, there shall be submitted to the Commission for approval a revised, or additional exhibit or exhibits covering the proposed changes which, upon approval by the Commission, shall become a part of the license and shall supersede, in whole or in part, such exhibit or exhibits theretofore made a part of the license as may be specified by the Commission.

Article 3. The project works shall be constructed in substantial conformity with the approved exhibits referred to in Article 2 herein or as changed in accordance with the provisions of said article. Except when emergency shall require for the protection of navigation, life, health, or property, there shall not be made without prior approval of the Commission any substantial alteration or addition not in conformity with the approved plans to any dam or other project works under the license or any substantial use of project lands and waters not authorized herein: and any emergency alteration, addition, or use so made shall thereafter be subject to such modification and change as the Commission may direct. Minor changes in project works, or in uses of project lands and waters, or divergence from such approved exhibits may be made if such changes will not result in a decrease in efficiency, in a material increase in cost, in an adverse environmental impact, or in impairment of the general scheme of development: but any of such minor changes made without the prior approval of the Commission, which in its judgment have produced or will produce any of such results, shall be subject to such alteration as the Commission may direct.

Upon the completion of the project, or at such other time as the Commission may direct, the Licensee shall submit to the Commission for approval revised exhibits insofar as necessary to show any divergence from or variations in the project area and project boundary as finally located or in the project works as actually constructed when compared with the area and boundary shown and the works described in the license or in the exhibits approved by the Commission, together with a statement in writing setting forth the reasons which in the opinion of the Licensee necessitated or justified variation in or divergence from the approved exhibits. Such revised exhibits shall, if and when approved by the Commission, be made a part of the license under the provisions of Article 2 hereof.

Article 4. The construction, operation, and maintenance of the project and any work incidental to additions or alterations shall be subject to the inspection and supervision of the Regional Engineer, of the Commission, in the region wherein the project is located, or of such other officer or agent as the Commission may designate, who shall be the authorized representative of the Commission for such purposes. The Licensee shall cooperate fully with said representative and shall furnish him a detailed program of inspection by the Licensee that will provide for an adequate and qualified inspection force for construction of the project and for any subsequent alterations to the project. Construction of the project works or any feature or alteration thereof shall not be initiated until the program of inspection for the project works or any such feature thereof has been approved by said representative. The Licensee shall also furnish to said representative such further information as he may require concerning the construction, operation, and maintenance of the project, and of any alteration thereof, and shall notify him of the date upon which work will begin, as far in advance thereof as said representative may reasonably specify, and shall notify him promptly in writing of any suspension of work for a period of more than one week, and of its resumption and completion. The Licensee shall allow said representative and other officers or employees of the United States, showing proper credentials, free and unrestricted access to, through, and across the project lands and project works in the performance of their official duties. The Licensee shall comply with such rules and regulations of general or special applicability as the Commission may prescribe from time to time for the protection of life, health, or property.

Article 5. The Licensee, within five years from the date of issuance of the license, shall acquire title in fee or the right to use in perpetuity **all** lands, other than lands of the United States, necessary or appropriate for the construction, maintenance, and operation of the project. The Licensee or its successors and assigns shall, during the period of the license, retain the possession of all project property covered by the license as issued or as later amended, including the project area, the project works, and all franchises, easements, water rights, and rights of occupancy and use; and none of such properties shall be voluntarily sold, leased, transferred, abandoned, or otherwise disposed of without the prior written approval of the Commission, except that the Licensee may lease or otherwise dispose of interests in project lands or property without specific written approval of the Commission pursuant to the then current regulations of the Commission. The provisions of this article are not intended to prevent the abandonment or the retirement from service of structures, equipment, or other project works in connection with replacements thereof when they become obsolete, inadequate, or inefficient for further service due to wear and tear; and mortgage or trust deeds or judicial sales made thereunder, or tax sales, shall not be deemed voluntary transfers within the meaning of this article.

Article 6. In the event the project is taken over by the United States upon the termination of the license as provided in Section 14 of the Federal Power Act, or is transferred to a new licensee or to a non-power licensee under the provisions of Section 15 of said Act, the Licensee, its successors and assigns shall be responsible for, and shall make good any defect of title to, or of right of occupancy and use in, any of such project property that is necessary or appropriate or valuable and serviceable in the maintenance and operation of the project, and shall pay and discharge, or shall assume responsibility for payment and discharge of, all liens or encumbrances upon the project or project property created by the Licensee or created or incurred after the issuance of the license: Provided, That the provisions of this article are not intended to require the Licensee, for the purpose of transferring the project to the United States or to a new licensee, to acquire any different title to, or right of occupancy and use in, any of such project property than was necessary to acquire for its own purposes as the Licensee.

Article 7. The actual legitimate original cost of the project, and of any addition thereto or betterment thereof, shall be determined by the Commission in accordance with the Federal Power Act and the Commission's Rules and Regulations thereunder.

Article 8. The Licensee shall install and thereafter maintain gages and stream-gaging stations for the purpose of determining the stage and flow of the stream or streams on which the project is located, the amount of water held in and withdrawn from storage, and the effective head on the turbines; shall provide for the required reading of such gages and for the adequate rating of such stations; and shall install and maintain standard meters adequate for the determination of the amount of electric energy generated by the project works. The number, character, and location of gages, meters, or other measuring devices, and the method of operation thereof, shall at all times be satisfactory to the Commission or its authorized representative. The Commission reserves the right, after notice and opportunity for hearing, to require such alterations in the number, character, and location of gages, meters, or other measuring devices, and the method of operation thereof, as are necessary to secure adequate determinations. The installation of gages, the rating of said stream or streams, and the determination of the flow thereof, shall be under the supervision of, or in cooperation with, the District Engineer of the United States Geological Survey having charge of stream-gaging operations in the region of the project, and the Licensee shall advance to the United States Geological Survey the amount of funds estimated to be necessary for such supervision, or cooperation for such periods as may be mutually agreed upon. The Licensee shall keep accurate and sufficient records of the foregoing determinations to the satisfaction of the Commission, and shall make return of such records annually at such time and in such form as the Commission may prescribe.

Article 9. The Licensee shall, after notice and opportunity for hearing, install additional capacity or make other changes in the project as directed by the Commission, to the extent that it is economically sound and in the public interest to do so.

Article 10. The Licensee shall, after notice and opportunity for hearing, coordinate the operation of the project, electrically and hydraulically, with such other projects or power systems and in such manner as the Commission may direct in the interest of power and other beneficial public uses of water resources, and on such conditions concerning the equitable sharing of benefits by the Licensee as the Commission may order.

Article 11. Whenever the Licensee is directly benefited by the construction work of another licensee, a permittee, or the United States on a storage reservoir or other headwater improvement, the Licensee shall reimburse the owner of the headwater improvement for such part of the annual charges for interest, maintenance, and depreciation thereof as the Commission shall determine to be equitable, and shall pay to the United States the cost of making such determination as fixed by the Commission. For benefits provided by a storage reservoir or other headwater improvement of the United States, the Licensee shall pay to the Commission the amounts for which it is billed from time to time for such headwater benefits and for the cost of making the determinations pursuant to the then current regulations of the Commission under the Federal Power Act.

Article 12. The operations of the Licensee, so far as they affect the use, storage and discharge from storage of waters affected by the license, shall at all times be controlled by such reasonable rules and regulations as the Commission may prescribe for the protection of life, health, and property, and in the interest of the fullest practicable conservation and utilization of such waters for power purposes and for other beneficial public uses, including recreational purposes, and the Licensee shall release water from the project reservoir at such rate in cubic feet per second, or such volume in acre-feet per specified period of time, as the Commission may prescribe for the purposes hereinbefore mentioned.

Article 13. On the application of any person, association, corporation, Federal agency, State or municipality, the Licensee shall permit such reasonable use of its reservoir or other project properties, including works, lands and water rights, or parts thereof, as may be ordered by the Commission, after notice and opportunity

for hearing, in the interests of comprehensive development of the waterway or waterways involved and the conservation and utilization of the water resources of the region for water supply or for the purposes of steam-electric, irrigation, industrial, municipal or similar uses. The licensee shall receive reasonable compensation for use of its reservoir or other project properties or parts thereof for such purposes, to include at least full reimbursement for any damages or expenses which the joint use causes the Licensee to incur. Any such compensation shall be fixed by the Commission either by approval of an agreement between the Licensee and the party or parties benefiting or after notice and opportunity for hearing. Applications shall contain information in sufficient detail to afford a full understanding of the proposed use, including satisfactory evidence that the applicant possesses necessary water rights pursuant to applicable State law, or a showing of cause why such evidence cannot concurrently be submitted, and a statement as to the relationship of the proposed use to any State or municipal plans or orders which may have been adopted with respect to the use of such waters.

Article 14. In the construction or maintenance of the project works, the Licensee shall place and maintain suitable structures and devices to reduce to a reasonable degree the liability of contact between its transmission lines and elegraph, telephone and other signal wires or power transmission lines constructed prior to its transmission lines and not owned by the Licensee, and shall also place and maintain suitable structures and devices to reduce to a reasonable degree the liability of any structures or wires falling or obstructing traffic or endangering life. None of the provisions of this article are intended to relieve the Licensee from any responsibility or requirement which may be imposed by any other lawful authority for avoiding or eliminating inductive interference.

Article 15. The Licensee shall, for the conservation and development of fish and wildlife resources, construct, maintain, and operate, or arrange for the construction, maintenance, and operation of such reasonable facilities, and comply with such reasonable modifications of the project structures and operation, as may be ordered by the Commission upon its own motion or upon the recommendation of the Secretary of the Interior or the fish and wildlife agency or agencies of any State in which the project or a part thereof is located, after notice and opportunity for hearing.

Article 16. Whenever the United States shall desire, in connection with the project, to construct fish and wildlife facilities or to improve the existing fish and wildlife facilities at its own expense, the Licensee shall permit the United States or its designated agency to use, free of cost, such of the Licensee's lands and interests in lands, reservoirs, waterways and project works-as may be reasonably required to complete such facilities or such improvements thereof. In addition, after notice and opportunity for hearing, the Licensee shall modify the project operation as may be reasonably prescribed by the Commission in order to permit the maintenance and operation of the fish and wildlife facilities constructed or improved by the United States under the provisions of this article. This article shall not be interpreted to place any obligation on the United States to construct or improve fish and wildlife facilities or to relieve the Licensee of any obligation under this license.

Article 17. The Licensee shall construct, maintain, and operate, or shall arrange for the construction, maintenance, and operation of such reasonable recreational facilities, including modifications thereto, such as access roads, wharves, launching ramps, beaches, picnic and camping areas, sanitary facilities, and utilities, giving consideration to the needs of the physically handicapped, and shall comply with such reasonable modifications of the project, as may be prescribed hereafter by the Commission during the term of this license upon its own motion or upon the recommendation of the Secretary of the Interior or other interested Federal or State agencies, after notice and opportunity for hearing.

Article 18. So far as is consistent with proper operation of the project, the Licensee shall allow the public free access, to a reasonable extent, to project waters and adjacent project lands owned by the Licensee for the purpose of full public utilization of such lands and waters for navigation and for outdoor recreational purposes, including fishing and hunting: Provided, That the Licensee may reserve from public access such portions of the project waters, adjacent lands, and project facilities as may be necessary for the protection of life, health, and property.

Article 19. In the construction, maintenance, or operation of the project, the Licensee shall be responsible for, and shall take reasonable measures to prevent, soil erosion on lands adjacent to streams or other waters, stream sedimentation, and any form of water or air pollution. The Commission, upon request or upon its own motion, may order the Licensee to take such measures as the Commission finds to be necessary for these purposes, after notice and opportunity for hearing.

Article 20, The Licensee shall consult with the appropriate State and Federal agencies and, within one year of the date of issuance of this license, shall submit for Commission approval a plan for clearing the reservoir area. Further, the Licensee shall clear and keep clear to an adequate width lands along open conduits and shall dispose of all temporary structures, unused timber, brush, refuse, or other material unnecessary for the purposes of the project which results from the clearing of lands or from the maintenance or alteration of the project works. In addition, all trees along the periphery of project reservoirs which may die during operations of the project shall be removed. Upon approval of the clearing plan all clearing of the lands and disposal of the unnecessary material shall be done with due diligence and to the satisfaction of the authorized representative of the Commission and in accordance with appropriate Federal, State, and local statutes and regulations.

Article 21. Timber on lands of the United States cut, used, or destroyed in the construction and maintenance of the project works, or in the clearing of said lands, shall be paid for and the resulting slash and debris disposed of, in accordance with the requirements of the agency of the United States having jurisdiction over said lands. Payment for merchantable timber shall be at current stumpage rates, and payment for young growth timber below merchantable size shall be at current damage appraisal values. However, the agency of the United States having jurisdiction may sell or dispose of the merchantable timber to others than the Licensee: Provided, That timber so sold or disposed of shall be cut and removed from the area prior to, or without undue interference with, clearing operations of the Licensee and in coordination with the Licensee's project construction schedules. Such sale or disposal to others shall not relieve the Licensee of responsibility for the clearing and disposal of all slash and debris from project lands.

Article 22. The Licensee shall do everything reasonably within its power, and shall require its employees, contractors, and employees of contractors to do everything reasonably within their power, both independently and upon the request of officers of the agency concerned, to prevent, to make advance preparations for suppression of, and to suppress fires on the lands to be occupied or used under the license. The Licensee shall be liable for and shall pay the costs incurred by the United States in suppressing fires caused from the construction, operation, or maintenance of the project works or of the works appurtenant or accessory thereto under the license.

Article 23. The Licensee shall interpose no objection to, and shall in no way prevent, the use by the agency of the United States having jurisdiction over the lands of the United States affected, or by persons or corporations occupying lands of the United States under permit, of water for fire suppression from any stream, conduit, or body of water, natural or artificial, used by the Licensee in the operation of the project works covered by the license, or the use by said parties of water for sanitary and domestic purposes from any stream, conduit, or body of water, natural or artificial, used by the Licensee in the operation of the project works covered by the license.

Article 24. The Licensee shall be liable for injury to, or destruction of, any buildings, bridges, roads, trails, lands, or other property of the United States, occasioned by the construction, maintenance, or operation of the project works or of the works appurtenant or accessory thereto under the license. Arrangements to meet such liability, either by compensation for such injury or destruction, or by reconstruction or repair of damaged property, or otherwise, shall be made with the appropriate department or agency of the United States.

Article 25. The Licensee shall allow any agency of the United States, without charge, to construct or permit to be constructed on, through, and across those project lands which are lands of the United States such conduits, chutes, ditches, railroads, roads, trails, telephone and power lines, and other routes or means of transportation and communication as are not inconsistent with the enjoyment

of said lands by the Licensee for the purposes of the license. This license shall not be construed as conferring upon the Licensee any right of use, occupancy, or enjoyment of the lands of the United States other than for the construction, operation, and maintenance of the project as stated in the license.

Article 26. In the construction and maintenance of the project, the location and standards of roads and trails on lands of the United States and other uses of lands of the United States, including the location and condition of quarries, borrow pits, and spoil disposal areas, shall be subject to the approval of the department or agency of the United States having supervision over the lands involved.

Article 27. The Licensee shall make provision, or shall bear the reasonable cost, as determined by the agency of the United States affected, of making provision for avoiding inductive interference between any project transmission line or other project facility constructed, operated, or maintained under the license, and any radio installation, telephone line, or other communication facility installed or constructed before or after construction of such project transmission line *or* other project facility and owned, operated, or used by such agency of the United States in administering the lands under its jurisdiction.

Article 28. The Licensee shall make use of the Commission's guidelines and other recognized guidelines for treatment of transmission line rights-of-way, and shall clear such portions of transmission line rights-of-way across lands of the United States as are designated by the officer of the United States in charge of the lands; shall keep the areas so designated clear of new growth, all refuse, and inflammable material to the satisfaction of such officer; shall trim all branches of trees in contact with or liable to contact the transmission lines; shall cut and remove all dead or leaning trees which might fall in contact with the transmission lines; and shall take such other precautions against fire as may be required by such officer. No fires for the burning of waste material shall be set except with the prior written consent of the officer of the United States in charge of the lands as to time and place.

Article 29. The Licensee shall cooperate with the United States in the disposal by the United States, under the Act of July 31, 1947, 61 Stat. 681, as amended {30 U.S.C. sec. 601, et al., of mineral and vegetative materials from lands of the United States occupied by the project or any part thereof: Provided, That such disposal has been authorized by the Commission and that it does not unreasonably interfere with the occupancy of such lands by the Licensee for the purposes of the license: Provided further, That in the event of disagreement, any question of unreasonable interference shall be determined by the Commission after notice and opportunity for hearing.

Article 30. If the Licensee shall cause or suffer essential project property to be removed or destroyed or to become unfit for use, without adequate replacement, or shall abandon or discontinue good faith operation of the project or refuse or neglect to comply with the terms of the license and the lawful orders of the Commission mailed to the record address of the Licensee or its agent, the Commission will deem it to be the intent of the Licensee to surrender the license. The Commission, after notice and opportunity for hearing, may require the Licensee to remove any or all structures, equipment and power lines within the project boundary and to take any such other action necessary to restore the project waters, lands, and facilities remaining within the project boundary to a condition satisfactory to the United States agency having jurisdiction over its lands or the Commission's authorized representative, as appropriate, or to provide for the continued operation and maintenance of nonpower facilities and fulfill such other obligations under the license as the Commission may prescribe. In addition, the Commission in its discretion, after notice and opportunity for hearing, may also agree to the surrender of the license when the Commission, for the reasons recited herein, deems it to be the intent of the Licensee to surrender the license.

Article 31. The right of the Licensee and of its successors and assigns to use or occupy waters over which the United States has jurisdiction, or lands of the United States under the license, for the purpose of maintaining the project works or otherwise, shall absolutely cease at the end of the license period, unless the Licensee has obtained a new license pursuant to the then existing laws and regulations, or an annual license under the terms and conditions of this license.

Article 32. The terms and conditions expressly set forth in the license shall not be construed as impairing any terms and conditions of the Federal Power Act which are not expressly set forth herein.



Proposal

FERC Relicense or Surrender Consulting Services Project

Portland Water Bureau

RFP No. 2037



February
2023

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01 Cover Letter

February 22, 2023
Portland Water Bureau
400 SW 6th Avenue
Portland, OR 97204

RE: FERC RELICENSE OR SURRENDER CONSULTING SERVICES PROJECT, RFP No. 2037

Dear Selection Committee Members,

The Portland Water Bureau (PWB) is at a critical juncture to determine whether to proceed with relicensing or pivot to a surrender of Portland Hydropower Project (PHP) while maintaining consistency with regulatory and service commitments related to the Bull Run water supply. In order to manage risks and identify opportunities that provide continued economic viability and environmental stewardship, PWB requires an experienced consultant team that understands the issues; can provide in-depth strategic, regulatory, and technical expertise; and has the ability to identify, communicate, and execute critical path items to efficiently meet pressing Federal Energy Regulatory Commission (FERC) deadlines over the next 5 years.

Selecting the HDR team provides PWB with the following benefits:

- » **Ability to leverage your current relicensing strategic support team to efficiently transition to the Pre-Filing Phase:** As leading experts in FERC licensing, HDR's proposed team will look very familiar to PWB. Our core management team, including Susie Imholt and Jenna Borovansky, are currently providing Pre-Application Phase support to PWB and have worked together successfully on prior complex FERC licensing processes, including Seattle City Light's (SCL) Skagit River Hydroelectric Project Relicensing. In addition, Susie and Jenna already closely coordinate with our subject matter experts (SMEs) that will support the process and can quickly engage national resources if the project needs evolve. This approach will allow the HDR team to cost-effectively leverage the templates, processes, tools, consultation, and information developed collectively between PWB and HDR during pre-relicensing/surrender process planning and information development.
- » **An approach featuring internal stakeholder communications to maintain relationships throughout the duration of the project:** Given the complex relationship between the water and hydropower projects and the importance of clear messaging through the process, HDR is prepared to engage our strategic communications practice to support PWB with community outreach and stakeholder engagement and internal briefing materials. As presented in Section 4 (Project Understanding and Approach), HDR's strategic communications staff specialize in supporting our clients with the strategy and tools for enhanced stakeholder consultation and transparent, consistent message development, creating a collaborative environment with long-term stability in mind.
- » **A commitment and demonstrated experience partnering with D/M/W/SDV/ESB firms.** We are including three COBID certified firms in this proposal to meet the City's small business and diversity support goals and three additional women-led firms who are not currently certified. These teaming partners, most of which have successfully worked with our project management team on other relicensings, will contribute to core aspects of project delivery. Project Manager Susie Imholt has a demonstrated history of partnering with D/M/W/SDV/ESB firms, closely coordinating with 20 women- and minority-owned businesses and Tribal subconsultants in her current relicensing project. Depending on the finalized topics for the Study Plan, we could identify additional COBID certified firms to further support your objectives and encourage partnership and mentorship in the region.

As requested by the RFP: HDR Engineering, Inc. is an employee-owned corporation. Susie Imholt (primary point of contact), Jenna Borovansky, and Paul Worrlein are authorized to represent HDR in negotiations; Tracy Ellwein is authorized to sign any contract that may result. Contact and location information for both Susie and Tracy is included below. Our Business Tax Registration number is 47-0680568. Our Equal Employment Opportunity and Equal Benefits certifications are complete. We do not condition this proposal; however, we respectfully request changes to the Standard Contract Provisions which can be found in Section 6 (Supporting Information).

COBID Certification: HDR is not certified as a D/M/W/SDV/ESB firm; however, we are committed to achieving and exceeding PWB's 20% aspirational delivery goal. Under this contract, we are committed to allotting a 22% D/M/W/SDV/ESB subconsultant performance goal.

Thank you for your time reviewing our proposal. We are excited and ready to continue providing PWB with exceptional service, and we look forward to working with you to move forward on this important project.



Tracy Ellwein, PE
Vice President & Oregon Area Manager
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Susie Imholt
Project Manager
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1050 SW 6th Ave, Suite 1800, Portland, Oregon, 97204
T 503.423.3700 F 503.423.3737

02 Project Team

2 PROJECT TEAM

In the last 10 years, we have been involved with more hydropower licensing and relicensing projects than any other firm – over 100 developments in 20 states. HDR has assembled a team with decades of combined experience in FERC relicensing in the Pacific Northwest. Through our wealth of experience, our team understands the challenges of the industry and is better able to negotiate the regulatory process in this region. Our models for strategic planning and decision-making yield the most cost-effective licensing results.

As a trusted advisor to the City of Portland (City) for more than 20 years, HDR has supported the implementation of critical infrastructure (Dam 1 Needle Valve Replacement and Dam 2 Emergency Subdrain Replacement), as well as partnering to provide long-term strategy (Part 12D Inspection, Reporting, and Follow-On Dam Safety Support), while developing an in-depth understanding of PWB's water system, utility operations, and facility operational strategies. **Through our assistance of the Decision Support and Pre-application Document (PAD) Development, our team has become familiar with the potential challenges of surrendering the project and the integrated nature of the Habitat Conservation Plan (HCP).**

Based on our extensive relicensing experience, we've structured our organizational chart (see page XX) to include a project management team, key SMEs, and supporting SMEs. Susie Imholt (Project Manager) is already partnered with PWB to begin preparing your PAD, and she is excited for the opportunity to continue leading this project in close coordination with Sandy Cody (Study and Environmental Lead), Jenna Borovansky (FERC Licensing Advisor), and Emily Anderson (Deputy Project Manager). Sandy, Jenna, and Emily will be supporting Susie with our project-specific execution methodology and in identifying and mitigating risks. This customized project management team configuration gives PWB the most cost-effective support paired with technical expertise - the perfect balance of relationship, experience, and cost. Our key and supporting SMEs are technical experts with regional, state, and local experience, giving PWB a team that understands the project area, related issues, and anticipated licensing participants.

The majority of our proposed team, including our teaming partners HEC and Watershed Geodynamics, have been collaborating on the large and complex Skagit River Hydroelectric Project Relicensing. Skagit's Final License Application (FLA) will be filed in April 2023, providing PWB with a cohesive, efficient, integrated team with ongoing regional experience navigating the FERC process together, and who are ready to transition to your project upon notice to proceed (NTP). Our experienced team has dedicated long-term availability, and our depth of resources provides additional continuity throughout the relicensing process.

Out of approximately 21 HDR staff and teaming partners that are proposed to support this Project, there are 16 women and 2 people of color. Our project management team and key SME's capabilities, experience, and qualifications are highlighted in the following pages. Resumes for our project management team, key SMEs, and highlighted subconsultants are included in the Section 6 (Supporting Information). **Percentage of time each personnel will devote to the Project are approximate; the team will be available throughout the life of the Project to meet key milestones.**

PROJECT MANAGER

Susie Imholt

Susie is a senior regulatory specialist with 16 years of experience in wildlife and botanical resources, specializing in amphibian and aquatic reptiles and stream and wetland habitats. Susie is an experienced resource lead for complex hydropower projects being relicensed under the FERC Integrated License Process (ILP). Her skillset includes project management and supervision of subconsultant teams, including managing 27 concurrent study efforts in one relicensing field season. Susie's FERC experience spans 12 licensing projects where she has focused on effective coordination, development, and review of relicensing documents including PAD, study proposals, study reports, and license applications; and consultation with multiple agencies. Susie has managed large, complex permitting, safety, and logistics processes for multi-year cross-resource field study efforts involving coordination with regulators at the county to the federal level. Susie is also highly skilled in effective science communication to engage public audiences. **As Project Manager, Susie will be responsible for the day-to-day management of project tasks and will be the primary point of contact for PWB.**

Relevant Projects

- Decision Support and PAD Development | PWB
- Skagit Hydroelectric Project Relicensing | SCL
- Rock Island Hydroelectric Project Relicensing Economics Modeling | Chelan Public Utility District (PUD)
- Stone Creek Hydroelectric Project License Conditions | Eugene Water and Electric Board
- Merced River Hydroelectric Project Relicensing | Merced Irrigation District

Current Assignments

- Decision Support and PAD Development, PWB, OR
- Skagit Hydroelectric Project Relicensing, SCL, WA

EXPERIENCE

16 years

TIME DEVOTED TO PROJECT

50-75%



KEY PERSONNEL:

FERC LICENSING ADVISOR: Jenna Borovansky



As HDR's Northwest Relicensing Lead and experienced environmental and regulatory manager, Jenna has more than 20 years of experience with FERC licensing, multi-stakeholder process facilitation and negotiation support, and endangered species and state water quality permitting efforts, primarily in the western United States and Alaska. She has managed large project teams in the preparation of documentation for FERC licensing of new and existing projects, using both the Traditional Licensing

Process (TLP) and ILP. Jenna is a trained facilitator with expertise in policy sciences. She has valuable technical experience managing FERC studies, working with stakeholders, and presenting study plans and results to diverse audiences. **As FERC Licensing Advisor, Jenna will assist in developing an effective strategy for evaluating PWB's options and priorities in the relicensing process, managing expectations of internal and external stakeholders, and advising on precedents in other FERC proceedings to assist PWB with navigating the consultation process.**

Experience: 24 years | **Availability:** 25% | **Current Assignments:** Decision Support and PAD Development, PWB, OR • Skagit Hydroelectric Project Relicensing, SCL, WA • Broadwater Hydroelectric Project Relicensing, Montana Department of Natural Resources and Conservation, MT

RELEVANT PROJECTS:

- Decision Support and PAD Development | PWB
- Skagit Hydroelectric Project Relicensing | SCL
- Don Pedro Hydroelectric Project Relicensing | Turlock and Modesto Irrigation Districts (TID and MID)
- La Grange Licensing Process | TID and MID

DEPUTY PROJECT MANAGER: Emily Andersen



Emily has extensive experience in all aspects of the relicensing process, including project management, strategic development, and coordination of internal teams comprised of both consultant and client staff. She has managed the development of relicensing documents, managed study programs and reports, and coordinated stakeholder consultation. Emily is also highly skilled in technical writing and editing, project schedule management and tracking, and data management

enabling teams to keep track of project details that are critical to producing a cohesive document with a high degree of consistency and a clear message. Emily's local presence offers prompt availability and flexibility for in-person needs. **As Deputy Project Manager, Emily will be responsible for development of style guides and oversight of licensing documentation and will assist the team in developing workflow and document review schedules to enable effective review and coordination amongst PWB and the HDR team.**

Experience: 21 years | **Availability:** 25-50% | **Current Assignments:** Skagit Hydroelectric Relicensing, SCL, WA

RELEVANT PROJECTS:

- Skagit Hydroelectric Project Relicensing | SCL
- Pensacola Hydroelectric Project Relicensing | Grand River Dam Authority
- Don Pedro Hydroelectric Project Relicensing | TID and MID
- La Grange Hydroelectric Project Licensing | TID and MID

STUDY AND ENVIRONMENTAL LEAD: Sandy Cody



Sandy has almost 20 years of experience at HDR working on a wide range of projects that rely on her attention to detail, consistent communication, and effective coordination with environmental, engineering, and administrative staff to deliver quality products on time, including several environmental impact statements (EISs). She is the lead safety and logistics coordinator for over 30 field teams made up of HDR, subconsultant, and SCL staff as part of the Skagit Hydroelectric Project Relicensing

effort. As lead, her responsibilities include conducting extensive safety and logistics onboarding with field teams, verifying safety requirements are met prior to field work, and weekly coordination with SCL staff and the internal dispatch team to ensure all field teams return safely. Sandy has also coordinated study field work permitting with SCL staff and assisted with the production of project FERC filings including study reports and the DLA. **As Study and Environmental Lead, Sandy will be responsible for assisting PWB and the project management team in day-to-day action item tracking, document and schedule coordination, as well as monitoring QA/QC compliance and coordinating field work and safety requirements for the HDR team.**

Experience: 20 years | **Availability:** 25-50% | **Current Assignments:** Skagit Hydroelectric Project Relicensing, SCL, WA • Dock Replacement, Weyerhaeuser, WA • Beaver Creek Hatchery Pre-Design, WDFW, WA

RELEVANT PROJECTS:

- Skagit Hydroelectric Project Relicensing | SCL
- Newhalem Hydroelectric Project License Surrender | SCL
- Cowlitz Hatchery Pre-Design | Washington Dept of Fish and Wildlife (WDFW)
- Energize Eastside Project | Puget Sound Energy

CULTURAL RESOURCES: Jennifer Ferris



Jennifer is a Registered Professional Archaeologist and meets the Secretary of the Interior's Professional Qualifications Standards for both Prehistoric and Historic Archaeology. She is also an Oregon Qualified Archaeologist with 22 years of technical experience in archaeology and cultural resource management in the Pacific Northwest. Jennifer has served as SME on numerous FERC projects including hydroelectric relicensings in Oregon and Washington. She has supported utility clients with

developing the PAD, defining the area of potential effects, cultural resources study plans and research designs, study implementation, developing the license application, and authoring study reports and historic properties management plans (HPMPs). She also has experience working with the City to provide cultural review services for multiple transportation improvement projects. **Jennifer will work with PWB and supporting cultural resources specialists to navigate the overlapping Section 106 and FERC consultation processes. Her expertise in Section 106 and agency and Tribal consultation makes her a critical part of a relicensing team to support PWB in maintaining transparent communications and integrating Tribal interests throughout the relicensing.**

Experience: 22 years | **Availability:** 25% | **Current Assignments:** Skagit Hydroelectric Relicensing, SCL, WA • Secondary Capacity Model, Multiple Task Orders, Bonneville Power Administration (BPA), OR & WA • North Shore Levee West Project, City of Aberdeen and Hoquiam, WA

RELEVANT PROJECTS:

- Skagit Hydroelectric Project Relicensing | SCL
- Wallowa Falls Hydroelectric Project Relicensing | PacifiCorp
- Enloe Hydroelectric Project | Okanogan County PUD

FISH & AQUATICS, WATER QUALITY: Bao Le (Hydropower Environmental Consulting, LLC)



Bao has 24 years of federal, utility, and consulting experience in FERC licensing and compliance with expertise on strategic, process, and technical management. Bao brings a diverse array of experience with hydroelectric impact assessments of fish and aquatic resources, water resources, endangered species consultation, and recovery planning and management; water quality

assessments including Clean Water Act 401 Certification processes; and settlement negotiations. Bao has experience supporting relicensing processes that include voluntary consultation beyond typical FERC requirements, that include high levels of stakeholder collaboration, that include negotiation and settlement agreements, and that have prepared for the possibility of trial-type-hearing. **Bao brings direct experience in applying an HCP in a relicensing setting and will serve as Fish and Aquatics and Water Quality strategic and SME support.**

Experience: 24 years | **Availability:** 25% | **Current Assignments:** Decision Support and PAD Development, PWB, OR • Skagit Hydroelectric Project Relicensing, SCL, WA • South Fork Tolt Hydroelectric Project Relicensing, SCL, WA

RELEVANT PROJECTS:

- Skagit Hydroelectric Project Relicensing | SCL
- South Fork Tolt Hydroelectric Project Relicensing | SCL
- La Grange Hydroelectric Project Licensing | TID

ENDANGERED SPECIES: Becky Holloway



Becky has collaborated with HDR's hydropower team on four FERC relicensing or surrender projects across three states, including Washington, Montana, and California. She has over 25 years of consulting experience in the western U.S. related to impact assessment for projects with the potential to affect federally listed species, and is well versed in agency expectations, timelines, and coordination. She has a

deep understanding of the issues and drivers required to assess project implementation on listed species, in particular listed fish and their habitats, and is skilled in providing practical advice in support of agency consultation. **Becky will lead our biological assessment (BA) development team; she is familiar with the "right sizing" of ESA consultation documents for FERC projects and understands the need for flexibility in document development.**

Experience: 25 years | **Availability:** 25% | **Current Assignments:** Skagit Hydroelectric Project Relicensing, SCL, WA • Chehalis River Flood Reduction Project, Lewis County, WA • Newhalem Hydroelectric Project License Surrender, SCL, WA

RELEVANT PROJECTS:

- Skagit Hydroelectric Project Relicensing | SCL
- Newhalem Hydroelectric Project License Surrender | SCL
- Chehalis Basin Strategy Flood Reduction Project | Lewis County
- Nelson Dam Removal Project | City of Yakima

STRATEGIC COMMUNICATIONS: Jonathan Hutchison



Jonathan is a strategic communications professional with 18 years of experience engaging diverse stakeholders to support different infrastructure projects region-wide. The majority of his career has been serving as a communications and public affairs liaison related to infrastructure assets, such as utilities, bridges, and railroads. He is skilled at tailoring complex and often controversial issues for diverse

audiences, and effectively bridging the gap often existing between those rooted in technical details and others with less familiarity. By virtue of his professional and lived experiences, Jonathan employs an equity lens in his work and is skilled engaging historically marginalized stakeholders. He is skilled at assisting in strategic message development for project proponents as well as explaining technically complex and controversial issues to diverse stakeholders, including the general public, community organizations, the media, and elected officials. **Jonathan will be available to PWB and the project team to support transparent internal and external communications.**

Experience: 18 years | **Availability:** 15% | **Current Assignments:** I-205 Improvements Project, ODOT, OR • Outer Powell Transportation Safety Project, ODOT, OR • Lincoln City Curb Ramp Improvement Project, Lincoln City, OR

RELEVANT PROJECTS:

- I-205 Abernethy Bridge Widening/Seismic Retrofit | ODOT
- Outer Powell Transportation Safety Project | ODOT
- Transportation Plan and Highway Plan Updates | ODOT

PROJECT SPONSOR AND ENGINEERING LEAD: Paul Worrlein



Paul has experience performing studies, developing designs, and monitoring construction of projects related to dams, hydroelectric powerhouses, spillways, tailraces, and other water supply infrastructure. Paul's relationships with PWB's staff and his technical familiarity with the project will make him a valuable resource in delivery of the FERC licensing project. Paul has worked with the City for 7

years and is familiar with PHP. He has managed and delivered FERC Part 12D dam safety inspections and reporting and knows specific technical details about PHP reservoirs, dams, and powerhouses. He has coordinated with PWB and FERC to determine which studies are needed to address dam safety and to obtain approval to perform spillway repairs at Dam 2. **As Project Sponsor, Paul will be available to coordinate with PWB staff in person, perform short notice site visits as needed, and provide continuity and coordination with FERC dam safety requirements for the City and HDR team regarding the Bull Run watershed and PHP. As Engineering Lead, if surrender is implemented, Paul will serve in a coordinating role to provide PWB engineering resources in support of the decommissioning plan.**

Experience: 14 years | **Availability:** 5-10% | **Current Assignments:** Decision Support and PAD Development, PWB, OR • Bull Run Part 12D Investigations and Reporting, PWB, OR • May Creek Pond Restoration, King County, WA • Fish Passage Preliminary Design, Washington State Department of Transportation (WSDOT), WA • Pilchuck River Habitat Structures, WSDOT, WA

RELEVANT PROJECTS:

- Decision Support and PAD Development | PWB
- Bull Run Dam 2 Subdrain Replacement | PWB
- Bull Run Part 12D Investigations and Reporting | PWB
- Portland Dam 1 Needle Valve Replacement | PWB

Subconsultants

The key personnel noted above will be supported by additional HDR SMEs and subconsultants selected for their experience. Full resumes for each of the Key Staff and the project lead for each of our subconsultant partners are included in Section 6 (Supporting Information).

HYDROPOWER ENVIRONMENTAL CONSULTANTS | FISH AND AQUATICS, WATER QUALITY

Prior to establishing HEC in 2019, Bao Le worked as an employee of HDR. He has partnered with members of the HDR team on complex relicensings for over 20 years, including the current Skagit Relicensing, establishing his firm as a power industry leader in aquatic resource management. In addition to decades of experience in relicensing strategy support to clients, Bao is a regional lamprey expert and previously worked with Douglas PUD on developing their aquatic resources HCP and subsequent relicensing. He brings direct experience in applying an HCP in a relicensing setting and will serve as fish and aquatics strategic and SME support.

ARCHAEOLOGICAL INVESTIGATIONS NORTHWEST, INC. | CULTURAL RESOURCES SUPPORT

Based in Portland, OR, Archaeological Investigations Northwest, Inc. (AINW) provides the full spectrum of cultural resource consulting services to both public and private sector clients in the Pacific Northwest. For over three decades, AINW has conducted more than 3,000 cultural resource projects that encompass the breadth of cultural resources disciplines: archaeology, architectural history, history, and ethnography. Most of these projects have been done to meet the compliance regulations of Section 106, the National Historic Preservation Act, documentation for Environmental Assessments (EAs) and EISs, and for local and state agency review of development and energy projects.

STILLWATER SCIENCES | FISH AND AQUATICS AND WATER QUALITY SUPPORT, WETLANDS, GEOLOGY AND GEOMORPHOLOGY SUPPORT

Stillwater Sciences (Stillwater) has extensive experience with FERC relicensing and license implementation support, including work for municipal utilities. They have local staff with expertise in fisheries, botany, riparian/wetland ecology, water quality, and restoration design. Stillwater has over a decade of experience working with Metro and Clean Water Services (CWS), conducting ecohydrological assessments, surface water and groundwater monitoring, developing habitat restoration and site conservation plans, construction monitoring, fish and wildlife surveys, and monitoring of water quality, vegetation, soil, surface water and groundwater. Stillwater staff have also been monitoring vegetation and stream shade for 14 years as part of efforts by CWS to mitigate water temperature issues.

WATERSHED GEODYNAMICS | GEOLOGY AND GEOMORPHOLOGY

Watershed Geodynamics (Watershed) specializes in analyzing the effects of water and land management on flows, sediment, and aquatic habitat, including river and hillslope geomorphology and erosion/sediment transport studies to evaluate the effects of management actions on aquatic habitat and substrate. Kathy Dube has provided geomorphology expertise to teams assessing the effects of nearly 30 new or existing hydroelectric projects in Oregon, Washington, and Alaska. She has extensive experience with FERC relicensing, including the Skagit, Boundary, and Cowlitz River Hydroelectric Project relicensings.

BECK BOTANICAL SERVICES | TERRESTRIAL ECOLOGY SUPPORT

Kathryn Beck is a botanist with over 35 years of experience conducting surveys for rare plant, lichen, and bryophyte species in Oregon, Washington, California, and Alaska. She has performed rare plant surveys, noxious weed surveys, floristic surveys, vegetation analysis, riparian plant surveys, and mapped vegetation associations in a wide variety of habitats. She has written Rare Plant and Noxious Weed Management Plans, Rare Plant and Noxious Weed Project Study Plans, and contributed botanical sections to FERC relicensing documents, including those for the Boundary, Packwood Lake, Priest Rapids, Wells, Rocky Reach, and Rock Island Hydroelectric Projects.

TRIANGLE ASSOCIATES, INC. | FACILITATION SUPPORT

Triangle Associates, Inc. (Triangle) is an environmental consulting firm providing mediation and public involvement services in the Pacific Northwest. They have worked with communities, government leaders, and students to address ongoing natural resource, land use, and conservation challenges. Triangle was one of the first firms in the nation to offer environmental collaboration and conflict resolution. Over the last 40 years, Triangle has provided mediation and facilitation on some of the largest built and natural environment decisions of the Pacific Northwest, including providing facilitation support to utilities in FERC relicensing.

03 Proposers Capabilities

3 PROPOSERS CAPABILITIES

HDR Qualifications

HDR is an employee owned, worldwide multi-discipline engineering, environmental, and regulatory consulting firm with over 11,000 employees. Within our power sector, we have over 1,000 regulatory specialists, scientists, and engineers dedicated to the North American power and energy industry. HDR offers environmental expertise in a wide range of disciplines to meet permitting and environmental assessment needs for energy projects. Our team includes a number of individuals who are recognized leaders in their fields, both in environmental studies and in the development/application of innovative technology that assures cost-effective, scientifically sound results. **Together, we make great things possible.**

HDR offers a full range of hydroelectric and related engineering services provided by technical professionals with years of experience in their disciplines. Our engineers and regulatory staff work with clients to carefully identify needs, develop work plans that fully and efficiently address those needs, and implement tasks in a manner that provides tailored solutions in a cost-effective manner.

SIMILAR PROJECTS

HDR has been involved with more hydropower licensing and relicensing projects over the last 10 years than any other firm - over 100 developments in 20 states, representing more than 11,000 MW of installed hydroelectric capacity. This experience with projects from micro-hydro to 2,000 MW developments translates to a depth of understanding of the complex and always evolving regulatory climate. This involvement with projects nationally keeps HDR staff current on regulatory and legal issues, giving us a unique insight to support PWB in its relicensing. A sampling of recent and relevant projects supported by the proposed project team illustrate our team's expertise and experience with other municipal and public power operators.

By the numbers



105
YEARS
IN BUSINESS



+11,000
EMPLOYEES
240 OFFICES
WORLDWIDE



Ranked No. 2
TOP 10
HYDRO PLANTS
2022 ENR TOP
500 DESIGN FIRMS



Ranked No. 3
DAMS AND
RESERVOIRS 2020
ENGINEERING NEWS-
RECORD



Subconsultant Information

Firm Name and Location	Business Information	Area of Expertise
Hydropower Environmental Consultants, LLC	3 years in business Limited Liability Corporation 2 employees	Hydroelectric impact assessments of fish and aquatic resources, water resources, endangered species consultation, recovery planning and management.
Archaeological Investigations Northwest, Inc.	33 years in business C-Corporation 30 employees	Section 106 (NHPA), NEPA, Section 4(f), state permits, cultural resource studies, archaeology, historical research, records reviews, geoarchaeology, lithic technology, Historic Properties Management Plan, ethnographic studies.
Stillwater Sciences	27 years in business S-Corp 87 employees	Fish and aquatic ecology, water quality, environmental engineering, geomorphology, botany and riparian vegetation, wildlife, spatial analysis/GIS.
Watershed Geodynamics	20 years in business Sole Proprietorship 1 full time - 1 on-call employee	Erosion, sediment transport, instream large wood, shoreline management, and aquatic habitat evaluations.
Beck Botanical	32 years in business Sole Proprietorship 1 employee	Design and implementation of rare plant surveys, vegetation analysis, and management; preparation of biological assessments, ILP studies, license application, and botanical resource reports.
Triangle Associates, Inc.	44 years in business S-Corporation 43 employees	Facilitation and mediation for consequential public decisions on the natural and built environments.

Decision Support and PAD Development

Portland Water Bureau | 1120 SW 5th Ave, Rm 405 Portland, OR 97204
Liane Davis, Environmental Compliance Manager | (503) 823-2755

The PHP operates on the Bull Run River, the primary water supply for the City, managed by PWB. The PHP's FERC license expires in 2029, with a deadline of February 28, 2024, to issue a Notice of Intent (NOI) to relicense or surrender the hydropower project. HDR is providing expertise and services to City staff to inform the City's decision to surrender or relicense PHP. In parallel, HDR will also provide strategic guidance and assistance to the City to produce the required documentation to proceed with either option. Both license surrender and relicensing may have direct and indirect impacts on PWB and water supply operations in the Bull Run Watershed.



Relevant features to this project:

- Expertise and services to City staff, based on the consultant's experience with FERC relicensing efforts, to inform the City's decision to surrender or relicense PHP.
- HDR provided strategic guidance and assistance to the City to produce the required documentation to proceed with either option.

Benefits to PWB:

Through this ongoing work with the City, HDR brings familiarity with PHP and the City's decision process leading towards relicensing, and the team is familiar with the challenges of transition to a surrender, if that decision is made. The HDR team will be able to seamlessly move into the next phases of relicensing following development of the PAD under this current task.



Skagit Hydroelectric Project Relicensing

Seattle City Light | 700 5th Ave, P.O. Box 34023, Seattle, WA 98124
Andrew Bearlin, Manager | (206) 684-3496

HDR is leading the consultant team in support of the FERC relicensing of SCL's Skagit Hydroelectric Project. The Skagit Project consists of the Ross, Diablo, and Gorge dams and power plants, which have a combined generating capacity of approximately 690 MW. The current operating license will expire on April 30, 2025.

This multi-phase relicensing effort began with initial strategic planning to identify, develop, and assess the feasibility of SCL's relicensing goals and objectives. HDR is supporting all aspects of managing the relicensing using the ILP including development of document management processes and templates. HDR's support includes technical support of workgroups with licensing participants to inform study development and implementation throughout the formal FERC licensing process. The formal process began in 2020 with HDR's preparation of the PAD and NOI for filing with FERC. Proposed and Revised Study Plans were prepared for various resource topics (e.g., fish and aquatics, fish passage, cultural and archaeological, terrestrial, recreation, aesthetics), and resource studies have been implemented in 2021-2022 in accordance with detailed safety plans and protocols. Complementing HDR's team, multiple subconsultant firms will support resource study efforts. Protection, Mitigation & Enhancement (PM&E) proposals will be developed based on study results and consultation with licensing participants regarding watershed level ecosystem management goals.

HDR has developed draft and final license applications for filing with FERC and will support SCL by participating in settlement discussions with relevant parties and responding to agency/FERC comments on the application filings. Following submittal of the FLA, HDR will assist SCL with Clean Water Act (CWA) Section 401 Certification and Endangered Species Act (ESA) Section 7 Consultation, as well as review NEPA documents issued by FERC to verify the information is technically correct and consistent with SCL's license implementation goals.

Relevant features to this project:

- FERC Relicensing Strategy
- FERC ILP
- Multi-Development Hydroelectric Project
- Study Plan Development
 - PAD and NOI preparation
 - DLA and FLA development

Benefits to PWB:

The Skagit Project demonstrates the ability of the HDR team to handle any level of complexity with the FERC relicensing process. Additionally, this project showcases how HDR has supported the relicensing process of an iconic hydroelectric project with historic considerations while navigating dynamic Tribal considerations and competing interests from multiple perspectives and groups.

Newhalem Project Decommissioning

Seattle City Light | 700 5th Ave, P.O. Box 34023, Seattle, WA 98124
Shelly Adams, Decommissioning Project Manager | (206) 684-3117



SCL's Newhalem Creek Hydroelectric Project is in the Cascade Mountains of northern Washington State on a tributary to the upper Skagit River. It occupies 6.4 acres of federal lands within the Ross Lake National Recreation Area, part of the North Cascades National Park Complex. The Project has an authorized installed capacity of 2.125 megawatts; a tailrace channel that discharges into the Skagit River; and a 7.2 kilovolt transmission line.

It was last licensed by FERC in 1997 for 30 years. The Newhalem Project, however, has not been consistently in service since 2010 and cannot be operated due to three significant issues: leaks in the power tunnel, maintenance needs at the headworks and powerhouse, and access road safety concerns.

In April 2021, after consultation with NPS, Tribes, and other parties, SCL filed a NOI to surrender the Newhalem Project license and proposed to decommission the existing infrastructure. In January 2022, SCL filed a Surrender Application and associated Decommissioning Plan. FERC issued Scoping Document 1 in August 2022. SCL responded to a FERC request for additional information on December 12, 2022 and anticipates that FERC will issue a draft EA in 1st or 2nd quarter 2023.

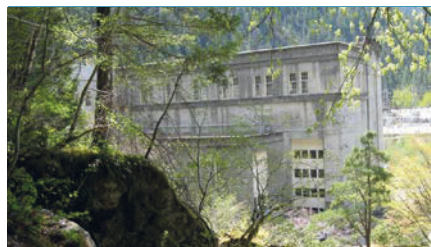
HDR and Watershed Geodynamics supported SCL in preparing and submitting to FERC the Newhalem Project Surrender Application and Decommissioning Plan. Activities have included preparation of a draft BA, development of construction methods and related cost estimates for removal of Project features, regulatory process support, and technical support of SMEs as requested by SCL.

Relevant features to this project:

- Decommissioning support in the Pacific Northwest
- Large stakeholder group with varied interests for a high public profile site
- Providing current insight on agency and non-governmental organization (NGO) approach

Benefits to PWB:

The Project highlights HDR's recent surrender and decommissioning experience.



Don Pedro Hydroelectric Project Relicensing and La Grange Licensing

Turlock and Modesto Irrigation Districts | Tuolumne County, CA
TID and MID Project Managers Retired

HDR served on the team supporting Turlock and Modesto Irrigation Districts' Don Pedro Hydroelectric Project and La Grange original licensing through the filing of their final and amended FLA documents. The Don Pedro Project features a 585-foot-high dam with a 2M acre-feet storage reservoir, and a powerhouse containing four generating units having a combined capacity of 203

MW. In addition to producing hydropower, the projects provide agricultural irrigation water, flood control, municipal and industrial water storage for local municipalities and the City and County of San Francisco, and recreational opportunities. La Grange Diversion Dam is previously non-jurisdictional 4.75 MW project located immediately downstream that required an original license by FERC.

The resource studies completed during the two separate licensing were organized, managed, reviewed, and overseen by HDR. Additionally, HDR scoped and managed the development and application of a site-specific set of integrated computer models used to formulate flow-and non-flow related measures to benefit Chinook salmon and rainbow trout and steelhead downstream of the Project, while protecting project uses.

HDR led extensive consultation and implementation of a suite of fish and aquatic studies. HDR was responsible for the development of BAs of the projects impacts on anadromous salmonids to support ESA Section 7 consultation with National Marine Fisheries Service (NMFS). HDR managed the implementation of studies related to terrestrial resources including the development and preparation of an environmental report for NEPA documentation and supporting appendices for FERC relicensing. HDR's cultural resource technical staff led the implementation of cultural resources studies for compliance with Section 106, developing the HPMP, and completing day-to-day Tribal and agency consultation efforts. HDR is engaged in negotiations and cooperative interactions with key agencies typically involved in FERC regulated projects including the US Fish and Wildlife Service (USFWS), NMFS, BLM, state and local agencies, in addition to local Tribal interests and NGOs.

Relevant features to this project:

- Biological Assessment
- 401 Certification
- Fish Passage Evaluation
- Implementation and support of all licensing documentation

Benefits to PWB

The production of hydropower is ancillary to important flood control and irrigation water delivery functions of the facilities; HDR has experience navigating the FERC process with the licensee in order to project primary project functions that are outside of FERC's jurisdiction.

Rock Island Hydroelectric Project Relicensing Economics Modeling

Chelan County PUD | P.O. Box 1231 Wenatchee, WA 98807
Janel Ulrich, Manager of Hydro Licensing | (509) 661-4400

HDR provided Chelan PUD with as-needed support for enhancing and populating an Excel-based tool to define and track costs related to potential relicensing studies and PM&E measures. HDR implemented enhancements to the tool developed by Chelan PUD staff, reviewed studies and PM&E measures, and populated and updated items and associated costs. HDR also conducted a review and update of additional potential studies and PM&E measures. In addition, we developed rough order of magnitude cost estimates using Chelan PUD's ongoing, actual costs at Rock Island and Rocky Reach, other local, relevant existing licenses (e.g., Priest Rapids and Wells), and recent license trends with FERC and regulatory activity in Washington State.



Relevant features to this project:

- Project teams efficient execution
- Susie Imholt was the primary client contact
- Support for economic analysis

Benefits to PWB:

Similar to PWB, Chelan PUD has an HCP for its hydropower operations that will remain in place and will carry through to the new license. HDR provided Chelan PUD a strategic review and supported cost estimating of expected relicensing studies and PM&E measures.

Resource Availability

Project Delivery

Relicensing is a dynamic process, requiring SMEs at different times throughout the FERC process. To deliver the project within the FERC mandated timeline, we have built a key team of professionals with experience in relicensing who will be dedicated for the life of the relicensing, and who are supported by a suite of technical experts with experience and availability to perform specific technical efforts that may occur during a relicensing. Much of our proposed team is currently working together on the Skagit relicensing, supporting the license application filing in April 2023. As support for SCL ramps down, the proposed team will be available to focus on supporting PWB, or to support a pivot in consultation and engineering support to a surrender process. HDR has a dedicated internal work planning tool that assists supervisors and project managers in staying coordinated to schedule staff for their work windows on the project. The relicensing document teams will be committed well in advance to execute the work planned, and the project management team will maintain the schedule and regularly communicate upcoming assignments to confirm staff availability and identify supporting SMEs who are "on call" for support as consultation with stakeholders occurs and new issues are identified. In Section 2 (Project Team) we shared our key staff's time percentage devoted to this project. These staff members are available and eager to start this project and see it through to completion.

HDR has been well aware of the upcoming PHP relicensing for years and has used the time to prepare and plan to support PWB with this effort. In particular, **our Northwest management team has met routinely to confirm that the right combination of scientific, regulatory, and engineering personnel are, and continue to be, available to support PWB throughout the relicensing process.** HDR understands the importance of the activities to be performed during the initial phase of the proceeding and is ready to continue this work with PWB immediately. HDR and our subconsultant partners will commit the resources to successfully support PWB's goals and objectives during this critical relicensing effort.

Robust, Long-Term Commitment with Low Turnover

Our approach to managing attrition and providing work continuity consists of several elements:

- We hire the best staff possible and provide a supportive environment, challenge them with interesting work, and reward them for their accomplishments. Consequently, our staff retention rates are better than industry average.
- Our team consists of a mix of staff at different levels of experience and capabilities. We have provided a team with extensive FERC relicensing, ESA consultation, and stakeholder and Tribal engagement experience.
- Our project management team approach mirrors our relicensing practice team approach, providing redundancy in order to provide consistent support throughout the four years of the proposed scope of work. In addition, our project managers have internal networks of relicensing subject matter experts who are ready to jump in where a need arises.
- Key team members, as well as those in senior or management positions, have successors identified who work alongside existing managers. In the event of an unexpected departure, others on the team are able to quickly transition into new roles. Our project leadership and

technical leader roles are structured so there is built-in team “redundancy” within our organizational structure.

Work Quality and Cost Control Quality Management

The PHP relicensing calls for a high level of accountability, and PWB will find that HDR’s attention to detail and adherence to standards leads to a successful relicensing outcome. To achieve quality in relicensing support activities, HDR has developed a Quality Management System (QMS) based on the fundamental principles and guidelines set forth by the ISO 9001:2008 series of international standards for quality management.

HDR’s QMS is designed to provide a well-defined and systematic process that satisfies PWB’s requirements and expectations. HDR’s Quality Assurance/Quality Control (QA/QC) Program promotes the prevention of issues rather than limiting to the detection of such; we focus on being proactive rather than reactive. For this relicensing, our QA/QC Program will be implemented to accomplish the following objectives:

- Satisfy PWB’s quality requirements and expectations
- Safeguard PWB and HDR from errors and omissions
- Improve the quality of work product and reduce rework and revisions
- Focus on documentation and improving the processes

HDR’s QA/QC Program centers on defining scope, verifying assumptions, validating field studies and results, confirming conformance with regulatory requirements and industry standards, and verifying consistency between documents and drawings. It is HDR’s practice to incorporate QA/QC reviews by senior staff at predetermined percentages of completion of each FERC milestone document and supporting deliverables. HDR’s QMS procedures will be applied to all relicensing deliverables, and annual audits will be conducted on our QMS to verify and monitor compliance and obtain feedback for continuous improvement.

Essential to QA/QC and related to relicensing study reports and formal submittals is a robust document control system. HDR provides a series of tools such as style guides and key terms, and conducts strategic as well as technical reviews of each filing to maintain and provide a cohesive story throughout all documents.

Cost Control

HDR’s QMS provides a comprehensive framework to reach the highest levels of quality and adhere to cost control measures. Our most effective means of exercising this control is through Susie Imholt’s lines of communication with technical leads and staff to confirm that: 1) roles, work assignments, hours allotted, and due dates for all products are clear; 2) work is progressing efficiently and on schedule; and 3) work products are produced with the quality expected by PWB. Constant communication in these three areas supports HDR’s cost control measures.

Susie and Jenna will develop and manage the project’s budget, which is comprised of an estimate of all costs to be incurred on the project.

Susie, with administrative support, will continually monitor progress/costs against budget. Any unexpected (i.e., out-of-scope) work that arises will not be performed without prior scoping with, and authorization from, PWB’s Project Manager.

Management of Subconsultants

A successful relicensing starts with our project management team and continues through all levels of the HDR team and process, including HDR’s subconsultants. Subconsultants are an integral part of a relicensing team and subconsultant management is an essential part of a successful relicensing. Subconsultant performance is a critical factor in both the quality and cost effectiveness of the relicensing process.

Management requirements for all subconsultants will begin with a safety evaluation and then followed by the execution of a formal consultant agreement and the issuance of a purchase order that incorporates applicable contractual clauses and applicable flow-down provisions and commits the necessary resources to the project. After contract execution, each subconsultant will receive a briefing on HDR’s QMS and project management plan so that all parties understand the established project procedures and standards. HDR’s QMS and health and safety policies will be followed so that work is successfully coordinated and that our subconsultants are engaged as an integral part of the team.

By partnering with subconsultants, we increase our robust range of technical expertise and opportunities to provide independent reviews of technical work. We pair team members from different firms with PWB in study plan development to explore a wide range of solutions to each issue that arises during relicensing or surrender proceedings.

Management and Organizational Capabilities

HDR has managed dozens of hydropower projects throughout the Northwest; successful management and coordination are key to keeping a large project team integrated. We understand the needed resources and steadfast project management that are essential to control costs, coordinate teams of SMEs and subconsultants, and see projects successfully through to completion. We have experience collaborating with PWB, the Project team, and regional agency representatives and other stakeholders to successfully anticipate risks and manage them throughout the relicensing process.

Project Management Capabilities

Upon At the start of the Project, with support from the project management team, Susie Imholt will develop a Project Management Plan (PMP) that will serve as the roadmap for the team to carry out our work under the contract. The PMP will focus on a variety of topics, including QA/QC procedures, invoicing and progress reporting procedures, document control procedures, technology transfer procedures, report and technical memoranda templates and drafting standards, change measurement, technical reference lists, and communications distribution lists (including addresses/phone/email) and procedures. Sandy Cody (Study and Environmental Lead) brings proven integrated experience in verifying QA/QC procedures are incorporated into each part of the project through all levels of the HDR team and process. As a living document, the PMP will be updated regularly with input from

PWB and distributed to members of the HDR team. Updates will be communicated to the team during internal progress meetings and via email.

Equity

HDR is our company. Together, we build on each other's life experiences and perspectives to make great things possible every day. This shapes our collaborative culture, encourages organizational trust, and connects us closer to the clients and communities we serve. As employee owners, we all have a role in creating an inclusive environment where each of us are welcomed, valued, respected, and empowered to bring our authentic selves to work every day.

To help create an inclusive and supportive environment where everyone is empowered to engage and contribute, HDR has helped foster the creation of **eight Employee Network Groups** and a **global Inclusion, Diversity and Equity (ID&E) Council**. Each of the Employee Network Groups has an executive sponsor and is open to all employees; the ID&E Council is made up of employees from various departments who utilize Dr. Robert Rodriguez's 4C Model focused on career, commerce, culture, and community.

Women and Minority Recruitment and Retention

HDR strives to promote an inclusive culture and strengthen our work through diverse hiring practices. Examples of HDR's commitment to diversity in hiring and retention include:

- A full-time, executive-level ID&E Director and an ID&E Council to reflect the company globally.
- Offering benefits to domestic partners, adoption support, and paternity leave to support all types of families.
- Conducting targeted recruitment advertising, such as advertising in Job Choices, a publication that reaches more than 200 colleges and universities with significant minority populations.
- Developing partnerships with diverse universities and local schools to support students in math, engineering, and science, including developing an innovative co-op program, which ultimately fosters a more diverse workforce.

Management and Integrations of Scope Activities

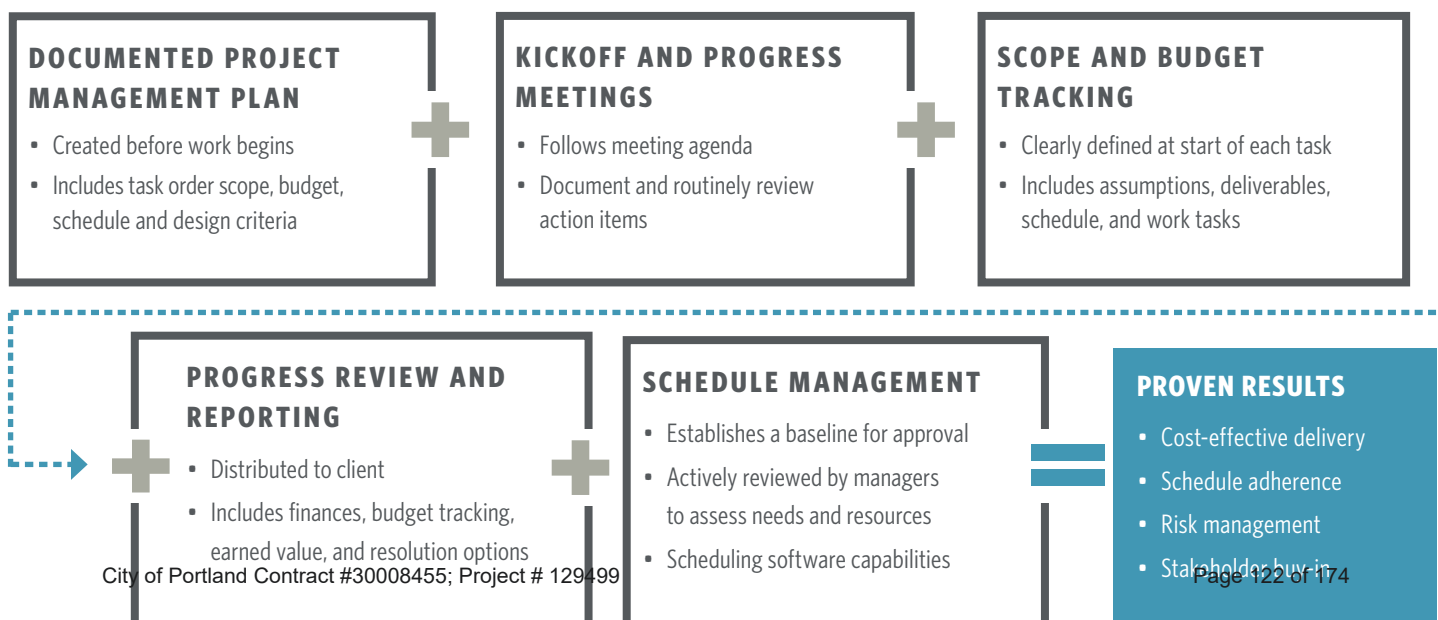
Our Project Manager, Susie Imholt, is committed to high-quality delivery of all aspects of this project. Susie will provide proactive management to deliver the project within budget and on schedule. The complexity and risk of the project demands a level of trust between the HDR team and PWB.

Susie will proactively communicate project challenges, identify and mitigate issues before they grow, encourage creative and diverse opinions among all members of the team, and calibrate our approach based on PWB's guidance. The key to managing uncertainty in the relicensing process is constant and transparent communication.

Our project management approach has the following key elements:

- **Detailed schedule and budget:** Relicensing is dynamic and sometimes uncertain. FERC's ILP provides a concrete schedule for milestones that will set the pace of consultation and document production. Our team will rely upon a shared schedule that identifies critical path decision items and regular budget reviews to lead the project with a "no surprises" approach.
- **Project reporting:** Our team will develop informative monthly invoicing and project progress reports to include activities accomplished this and next period, task status to date, project status relative to schedule and budget (amount spent versus percent of task complete), COBID participation to date (including disaggregated data), needs from PWB, upcoming challenges and critical tasks, and problems encountered with proposed resolutions.
- **Project meetings:** Project meetings will be structured to be productive and meaningful at the right times with the right attendees. Our team will bring solutions, prepare for discussions, and bring the appropriate staff from our team. Meetings will drive to decisions by clearly communicating objectives up front and identifying challenges and potential solutions prior to each meeting. In addition, internal team meetings will be held with key team members and subconsultants to identify needed resources and check progress against deliverable milestones.

Proven Project Management Approach Leads to Successful Project Implementation





PROJECT MANAGEMENT TEAM



PROJECT SPONSOR
Paul Worrelein



Project Manager
Susie Imholt



FERC Licensing Advisor
Jenna Borovansky



Deputy Project Manager
Emily Andreson



Study and Environmental Lead
Sandy Cody

KEY SUBJECT MATTER EXPERTS			
CULTURAL RESOURCES Jennifer Ferris Terry Ozbun (AINW)	FISH & AQUATICS Bao Le (HEC LLC.) Stillwater Sciences	ESA SPECIALIST Becky Holloway Shelby Pace	STRATEGIC COMMUNICATION Jonathan Hutchison
SUPPORTING SUBJECT MATTER EXPERTS			
TERRESTRIAL ECOLOGY Gaea Bailey Kathryn Beck (Beck Botanical Services)	GEOLOGY & GEOMORPHOLOGY Kathy Dube (Watershed Geodynamics) Stillwater Sciences	RECREATION & AESTHETICS Nancy Craig Brooke Mechels	HYDROLOGY AND MODELING Jen Gagnon Angie Scangas
GIS Carrie Bauer	FACILITATION Triangle Associates	ENVIRONMENTAL JUSTICE Jonathan Hutchison Brooke Mechels	PROJECT SPONSOR & ENGINEERING LEAD Paul Worrelein

EXPERIENCE

HDR has more experience implementing the ILP than any other firm and has been the lead consultant in relicensing more than 20 hydropower developments using the ILP and over 40 hydropower developments using the TLP.

DEPTH

Beyond the project team shown, HDR's project manager has the ability to draw upon licensing and technical specialists from HDR's nationwide centers of excellence and has partnered with experience subconsultants to provide additional technical depth.

PROJECT APPROACH

HDR's project team provides a proven mix of junior, mid-, and senior-level personnel that will cost-effectively support PWB's relicensing goals and objectives.

RELATIONSHIP

HDR will leverage our years of experience coordinating with state and federal agency representatives and PWB to support PWB goals and objectives with proven strategies.

Lines of Authority

Susie Imholt has ultimate authority and responsibility for the successful delivery of this project, and the project team will report up to Susie. Susie has the confidence and support of local area leadership as well as the leadership of our regional relicensing business class lead (Jenna Borovansky) and national hydropower/relicensing practice. Our Project Sponsor, Paul Worrelein, was chosen specifically for his understanding of the Bull Run system and his relationships with PWB staff and processes. While Paul and Susie are not reporting to one another, they have a partnership on this project and are both committed to its successful delivery.

Responding to Scope Change and Maintaining Schedule

According to the Project Management Institute, the primary job of the project manager is to prevent change and keep the project on track; however, reality demands we anticipate change during a multi-year relicensing process. Minimizing the risk for the need of a scope change while maintaining a high level of quality in both scope and schedule is our highest priority from a cost standpoint. Change management best practices are one of the key tools to mitigating scope changes that can also lead to schedule breaks and cost overruns. Like all key factors in project management, effective communication is the most reliable best practice. This occurs between the HDR project manager, our technical staff, and PWB staff. HDR has extensive experience anticipating and managing the variability within the relicensing process to provide a scope and budget that supports PWB in planning ahead while also providing the resources to be responsive to uncertainty inherent in a stakeholder driven process. Effective, clear, and consistent communication is the foundation for HDR's project scope and time management approaches:

- **Scope Management:** Includes the processes required to ensure the planned activities include the work required, and only the work required, to complete the relicensing successfully. Consists of initiation, scope planning, scope definition, scope verification, and scope change control.
- **Time Management:** Includes the processes required to ensure timely completion of the relicensing milestones and schedule. Consists of activity definition, activity sequencing, activity duration estimating, schedule development, and schedule control.

HDR uses an integrated cost and project management system that allows us to track charges to specific relicensing activities and to rapidly note potential cost and schedule variances. Susie Imholt will be responsible for effectively managing the project budget. If necessary, PWB will be promptly notified upon identification of potential issues that could impact meeting the relicensing's target cost. Susie will continually monitor progress and costs against budget. Out-of-scope work will not be performed without an approved written contract change order.

In the event a scope change is deemed necessary, HDR will prepare in advance by maintaining and adhering to the change management plan. If a change in scope or schedule becomes apparent, Susie will:

- Communicate awareness of the change early and promptly to PWB
- Identify and document the change implications to the scope, schedule, and budget
- Identify alternatives to the change
- Present the necessary changes to PWB

HDR will follow PWB's change management process and present information on the nature of the change, provide evidence that it is a change by comparing it to the contracted scope of work, present information about level of effort to enact the change, and following PWB Project manager approval, work with PWB to execute an amendment contractually authorizing the change. This process will keep the HDR and PWB teams informed, document the change for record keeping and audit purposes, and provide background information in case amendments are necessary.

04 Project Approach & Understanding

4 PROJECT APPROACH & UNDERSTANDING

Project Understanding

Under our current contract with PWB, HDR has reviewed available information from PWB and provided strategic considerations related to each of the licensing processes and license surrender. This work, in partnership with PWB, provides an understanding and assessment of the tradeoffs specific to PHP related to the relicense or surrender pathway and provided details on application of either a TLP or ILP to the relicensing. HDR has engaged in Q&A-style meetings and presentations with members of the PWB executive team to review and assess the pros and cons of a relicensing or surrender decision to help PWB arrive at a recommendation to the City Council. HDR understands the potential issues, technical implications, and cost implications that PWB will face in the event of a license surrender. Additionally, HDR has established a foundational understanding of the resources associated with PHP through current work supporting PWB in developing the PAD. HDR's team has engaged with PWB's relicensing strategy and outreach team and SMEs in cultural, Tribal, terrestrial, fisheries, and water resources in support of the PAD development.

Informed by our ongoing work with PWB to prepare the PAD, **HDR will not have a learning curve associated with the Project** or working with PWB's relicensing strategy and outreach team. Just as important, PWB does not have a learning curve working with HDR's project team, including our project management team. This familiarity will prove invaluable in support of a cost-efficient relicensing and in transitioning from pre-filing to the formal relicensing process.

HDR understands that PWB owns and operates PHP, a hydroelectric facility integrated with a water supply system approximately 25 miles east of the City of Portland, on the Bull Run River, in Multnomah and Clackamas counties, Oregon. The project is first and foremost a water supply facility; although ancillary infrastructure was added to generate hydropower, providing clean and affordable drinking water remains PWB's main objective. As a result, we know PWB's first priority is to provide a cost-effective and reliable water supply to customers and that relicensing likely provides the clearest path to this outcome while continuing to provide a significant clean energy source in the region.

In addition, HDR understands the importance of the following relicensing or surrender aspects:

- **HCP:** PWB is committed to environmental stewardship and has a regionally vital HCP in place that provides significant protection to listed and sensitive species. The overlap in timing with a potential new FERC license is significant.
- **Critical operational issues:** Critical operational issues that may arise as a result of license surrender include water supply resources; issues and risks to resiliency, compliance, and operational capacity of each dam; changes in spillway flows and reservoir elevation fluctuations; potential total dissolved gases; required infrastructure improvements; power supply issues; and dam safety.
- **High visibility, high risk project:** Decisions about PHP could impact the water supply for the City. Because PHP is integrated with the water supply project, there are active watchdog groups and other stakeholders who may not be familiar with relicensing engaging in the process.
- **License or surrender decision:** PWB will need to be responsive to City Council-driven decisions around whether to relicense or surrender PHP, particularly in the event that PWB will need to change course with limited lead time. We understand the specific time frames and implications of both courses of action and are prepared to support PWB in either event towards a timely, successful, and cost-efficient outcome.
- **Stakeholders:** The stakeholders potentially involved in a relicensing or surrender process include NMFS, Oregon Department of Environmental Quality (ODEQ), Oregon Department of Fish and Wildlife, USFWS, Oregon State Historic Preservation Office (SHPO), and Tribes. PWB's stakeholder relationships are a high priority, and PWB desires an outreach strategy and approach that is transparent and effective in setting expectations of the parties participating in the relicensing.
- **Risks and potential consequences:** PWB wants to thoroughly understand the risks involved and the potential consequences (intended and unintended) to be prepared to navigate the process of relicensing or surrender. HDR brings decades of knowledge and experience in relicensing using both the TLP and ILP, and the team also has the experience to support surrender if necessary.

Project Approach

Through our existing work with PWB on development of the PAD, HDR understands the baseline available information, will build upon this robust foundation, and assist with developing a clear, concise communication strategy to mitigate risks. **Throughout this approach, HDR assumes use of the ILP as it provides a more predictable schedule; HDR will continue to work with PWB to confirm this process selection and adjust to a TLP as necessary.** From pre-filing support and early consultation phase through to license application filing, HDR will continue to support PWB in designing and implementing a relicensing process with the following guiding strategic considerations:

Leveraging of Existing Information – Although ILP is the acronym for FERC's Integrated Licensing Process, HDR views ILP as the acronym for FERC's Information Leveraging Process. Through FERC's seven study criteria, PWB has the ability to reduce the number and magnitude of potential requested studies by demonstrating that existing information (e.g., cultural resources, water quality, fisheries) is adequate to inform new license articles. Through development of a robust PAD and initial consultation, PWB has the opportunity to tell a story that highlights the existing information and how it will be used to guide the relicensing process.

Strategic Consulting and Educating Project Stakeholders – It

is likely that the majority of the relicensing parties will have limited to no experience with relicensing and may have unrealistic goals for both the process and the eventual results of the proceeding. In addition, these parties may not understand the water supply system as the driver for the hydropower project operations and FERC's jurisdiction of project works. As such, if not familiar with the water project or related HCP, relicensing parties may have the misperception that the Project operations are up for negotiation. PWB has the opportunity through relicensing to educate relicensing participants who become engaged in the proceeding on the limited influence that PHP has on resource impacts – and that hydropower is not creating separate impacts from the water supply project.

Polishing the PAD – During the transition task, HDR will work with PWB to polish the PAD and reflect initial consultation interests from parties to set the stage for the story of the Project. The document will establish the baseline of information to be used by the relicensing parties throughout FERC's NEPA scoping, and eventual PM&E measure discussions. Through the PAD, PWB has the opportunity to help define the resource areas of interest and those do not need to be further evaluated. The PAD is the forum by which PWB can present the strategy of leveraging the existing license measures implemented to date and the existing HCP for the water project, the studies and data that exists for the Bull Run River, and information from the ongoing HPMP development for the land exchange, as well as lay out expectations for stakeholders regarding the FERC process.

Tracking the Regulatory Landscape – Essential to a successful relicensing is the tracking and understanding of the evolving regulatory landscape. Driven by a number of recent court cases (e.g., Hoopa Valley Tribe vs. FERC), Executive Orders, and regulatory initiatives, the rules by which licensees and stakeholders navigate the relicensing process are changing on a routine basis. As an example, prior to the 2020 change in Administrations, the Environmental Protection Agency (EPA) published the Clean Water Act (CWA) Section 401 Certification Rule. The 2020 rule was vacated by the U.S. District Court of Northern California on October 21, 2021. This was followed by the U.S. Supreme Court's April 6, 2022 stay of the 2020 rule, and

the EPA's subsequent June 9, 2022 proposed CWA Section 401 Water Quality Certification Improvement Act. This swinging pendulum of requirements has left a number of state water quality agencies and relicensing parties with questions related to ongoing relicensing proceedings. Beyond the recent changes to the Section 401 process, recent developments related to NEPA; ESA; FERC's environmental justice, Office of Public Participation, and financial assurance initiatives; ongoing relicensing reform; and the potential implications of the "Uncommon Dialogue" have the potential to influence the PHP relicensing. PWB requires a comprehensive understanding of the ground rules under which the relicensing will proceed. HDR staff's active involvement in industry work groups such as the Northwest Hydropower Association and National Hydropower Association regulatory committees brings current application and experience in the evolving regulatory landscape.

PRE-APPLICATION PHASE

Task 1: Transition Tasks

Key Team Members: Project Management Team, Key SMEs

The Pre-Application Phase of work involves the completion of the PAD for filing with FERC. HDR is currently engaged with PWB to develop a PAD template and coordinate with SMEs at PWB to draft the PAD NOI/PAD package or license surrender package. HDR has conducted a field visit to the existing hydropower facilities, reviewed memos, reports, summaries, data, and other products generated to date. In addition, we have engaged with City SMEs which has allowed us to develop a significant understanding of the Project, current license, the Bull Run Water Supply HCP, and the issues and considerations surrounding the existing conditions of different resource areas. As HDR is currently engaged with PWB in development of the information necessary to support a PAD or surrender application, the HDR team will be able to begin immediately. The HDR team's existing knowledge and understanding of the Project provides valuable continuity from the PAD into the Pre-Filing Phase, and familiarity with the Project will also allow us to quickly pivot to support a surrender application, if necessary. HDR's ability to seamlessly integrate current work to continue its commitment to collaborate with and support PWB is a significant time and cost-savings and brings the advantage of progressing forward without interruption. In support of the post-filing relicensing phases, a Project kick-off meeting with additional HDR and subconsultant team members to meet PWB project staff and engage in a Project site visit is proposed. proposed.

Assumptions and Deliverables:

- Kick-off/transition with additional team members and PWB to confirm strategy and discuss initial stakeholder issues identified in early consultation and the approach to the relicensing process.
- Review and plan for early scoping of studies in coordination with PWB.
- Refine project schedule in coordination with PWB.
- Assumes a site visit to existing hydropower facilities and FERC Project boundary.



PWB Bull Run Dam 1

PRE-FILING PHASE - GENERAL

Task 2: Project Management

Key Team Members: Project Management Team, Key SMEs

HDR currently adheres to PWB's requirements for project management, has successfully met all document deadlines, and has coordinated with PWB to meet goals. Our project management approach is further described in Section 2 (Project Team) and will continue through the end of the life of the Project.

Successful relicensing involves a combination of experience, vision, strategic planning, and detailed organization. By designating a management team of a Project Manager, Assistant Project Manager, FERC Licensing Advisor, and Study and Environmental Lead, HDR is able to incorporate the necessary skills and expertise into the relicensing process in a manner that provides maximum value and cost-efficiency. HDR's project management team and proposed SMEs will be fully available to PWB, and Susie Imholt (Project Manager) will manage the project to have the right resources prepared and at the appropriate meetings throughout the various stages of relicensing and consultation support activities.

Susie brings experience managing large relicensing study programs; coordinating multidisciplinary study and field teams; and coordinating day-to-day operations of permitting, safety, and logistics. Susie will partner with Emily Andersen (Deputy Project Manager) and Sandy Cody (Study and Environmental Lead) to coordinate development of project document production schedules and team assignments to deliver study plans and reports, coordinate GIS and data management with PWB, and plan for specific field safety and logistics onboarding. Specific Tasks and Work Products:

- Assumed routine meetings (internal and with PWB) to manage schedule and actions items and four workshops at key milestones to coordinate project strategy.
- HDR to process and pay subcontractor invoices.
- HDR to provide PWB monthly summary table showing monthly and running cost totals by tasks/subtasks (including total cost to date and percent of budget expended), and COBID participation to date (including disaggregated data).
- HDR to provide PWB monthly status reports discussing progress and current issues related to each major task. Report to include discussion of major milestones and a proposed recovery plan if major tasks are, or are at risk to become, behind schedule. Our scope change and schedule maintenance approach is further described in Section 2 (Project Team).

Task 3: Outreach, Engagement, and Consultation

The FERC ILP provides a structure for engaging FERC and other stakeholders throughout the process. This process can sometimes be viewed as rigid and constraining to agencies or Tribes with limited resources. HDR recommends a tiered approach to communications with agency, Tribe, and other stakeholders based on their level of

influence, authority, and interests in the relicensing process.

Agency and Tribal Consultation Support

HDR is currently advising PWB on outreach and consultation with Tribes. HDR's Cultural Resources specialist Jennifer Ferris will partner with our subconsultant Terry Ozbun from AINW to support PWB in preparing a strategy for transparent communication with Section 106 consulting parties. The HDR team understands the complexities of communicating with Tribes who often have competing interests in a relicensing or surrender process and the importance of timing of those communications. We will work with PWB to identify interests early on and continue on a clear implementation path that takes advantage of the existing cultural resources work and meets consultation requirements for the FERC process.

In addition, HDR's project management team is working with PWB on strategy for consultation with resource agencies, and our fish and aquatics SMEs provide a library of related experience working with other public hydropower operators and are experienced in recent decisions by Pacific Northwest regulators. Our subconsultant Stillwater also brings a variety of experiences providing technical information to support 401 certification and ESA consultation in Oregon and throughout the region.

Communication Strategic Support

Unique to HDR is our strategic communications practice, which consists of a full-service community engagement and creative communication practice that leads successful public engagement efforts for critical infrastructure projects. Our expertise is based on developing an understanding of the community's issues and concerns and creating an effective engagement strategy that resonates with stakeholders and the public. FERC's recent environmental justice initiative and formation of an Office of Public Participation have placed additional emphasis on incorporating equity and environmental justice considerations when conducting project outreach.

Jonathan Hutchison will assist in developing a cohesive communication strategy and materials to support the relicensing. By establishing proactive and multi-layered engagement, we can help establish a connection and basis for dialogue to find common ground and craft solutions, even when parties have different interests. HDR's strategic communications teams have worked on projects with longstanding community and political concerns, navigating through environmental and government planning and regulatory approval processes, engaging effectively with decision-makers and local communities, and providing ongoing communications tools and information that are easily accessible to the public. Given the numerous potential stakeholder groups who may engage in the relicensing proceeding, HDR believes that PWB will benefit going into the proceeding knowing that HDR's project management team and PWB leadership can leverage this valuable experience in a seamless fashion.

The communications strategy and development of tools will be on-

going throughout the relicensing process. As an alternative approach, HDR's strategic communications team can be available to support PWB directly. In addition, we have included a neutral facilitation team from Triangle to assist PWB and the HDR team in public meeting management as needed. HDR proposes to engage Triangle in the pre-filing transition phase to provide a neutral party perspective on the cadence of potential public engagements. Triangle will be available during the FERC milestone meetings and any larger potentially contentious relicensing consultation engagements to engage effective information sharing and respectful communications.

PRE-FILING PHASE - RELICENSING

Task 4: Relicensing - Study Plan

Key Team Members: Project Management Team, Key SMEs, Supporting SMEs

Study Plan Development and Study Implementation and Reporting

The extensive existing information from the HCP and current pre-relicensing studies in support of the land exchange should allow PWB to best manage high risk technical issues and potentially address low risk issues early in the process. Following internal strategic planning and key stakeholder engagement prior to PAD filing, PWB will have information to frame discussions in the relicensing and develop a study program to achieve PWB's strategic interests. HDR will work with PWB to identify information gaps and early information needs and provide study outlines in the PAD, so that development of the Proposed Study Plan (PSP) and the Revised Study Plan (RSP) can focus on revisions to the study outlines, as well as development of additional studies identified through stakeholder engagements and recommended in PAD comments. To facilitate study plan development, HDR will provide an experienced project management team, technical experts with knowledge of the Bull Run River and vicinity, and regional hydropower relicensing expertise. The team includes technical experts for development of study plans; study plans will be developed by a study lead working with a technical advisor from a separate firm to establish the quality and completeness of project plans (see organizational chart in Section 3).

The HDR team's collective experience managing hundreds of study plans under the ILP will result in efficient scoping, planning, and application of appropriate methods to support FERC's environmental analysis and to protect PWB's interests. Prior to study implementation, a detailed safety plan and protocol will be developed to include procedures such as "call in-call out" and 24-hour emergency contact processes for those doing fieldwork, back-up equipment requirements, and training prior to field deployment so that personnel are prepared to monitor environmental and Project operating conditions. Advance preparation will be undertaken to make sure that permits are obtained on time, and study leads will coordinate to identify opportunities to maximize field data collection given the remote Project

location and restricted access to reduce impacts to the drinking water system.

Given the potential costs of performing unnecessary studies in support of obtaining the Project's new license, HDR recommends the following strategy and activities associated with initial consultation activities, development of the PAD, and throughout the study scoping process:

- Prior to filing the PAD and FERC scoping meeting and site visits, educate project stakeholders on the following aspects:
 - The Project's existing PM&E measures and the benefits and assurances for listed species provided by the HCP.
 - The environmental baseline is well known in the Project area.
- Limit the Project's cultural resources area of potential effect to the existing Project boundary and leverage existing information from the land exchange HPMP.
- Develop an early outreach approach to address FERC and the City's environmental justice goals so that it is integrated throughout the process.
- Do not study a problem that does not exist. Consistent with use of FERC's Seven Study Criteria, just because a stakeholder believes that there is a problem does not mean that a problem exists.
- Leverage the consultation and decisions that resulted in the water supply project's HCP to inform consultation with agencies.
- Targeted consultation with ODEQ regarding water quality compliance and potential attainment plan measures is recommended in development of the study program and study reporting to confirm information available for the DLA also meets ODEQ's 401 certification expectations.
- Place a Value on Studies and Potential PME Measures – Based on PWB's understanding of the Bull Run, as well as the interests of local stakeholders related to implementation of restoration in the Bull Run and Sandy Rivers, consider if it is better to move to PM&E discussions in lieu of additional studies and data collection. It is important that PWB understand the tradeoffs it is willing to consider, as compared to those that are considered off the table from the outset of the proceeding.

While HDR proposes to work with PWB to leverage existing information to limit the study program investment to the extent possible, HDR team has assembled a team with a full suite of resource experts, as well as Stillwater and other subconsultants to support field studies as needed in cost-effective manner.

In our supporting cost proposal, we have assumed development and implementation of the following study efforts in partnership with PWB field staff: a) cultural resources survey in transmission line and field updates of limited areas based on consultation with SHPO and other parties, b) regional recreation use baseline information collection, c) limited water quality study to supplement existing data collection by PWB, d) existing information summary/study for fish

habitat, and e) a baseline hydrology report.

Study reports will be developed in advance of FERC filing deadlines for review by PWB staff. Report templates and results will be developed that enable a smooth integration of study information into the draft license application and supporting documents.

Deliverables and Schedule

HDR will coordinate with PWB to supplement PWB's field study resources, and we have proposed a team that can support any aspect of field study through full implementation and reporting. HDR proposes to manage the study implementation and reporting, including the following activities as needed:

- Conduct necessary studies and assessments and prepare study reports.
- Coordinate with PWB to determine PWB resources for data collection or provide contract resources for field work.
- Obtain permits necessary to perform the field work.
- List individual studies, or sets of related studies, as subtasks with individual cost estimates.
- Study reports shall include data reporting/assessment; the discussion of impact assessment and recommended measures shall separately be part of the application.

The deliverables outlined above are specific to the ILP; if PWB were to utilize a TLP, a similar study plan drafting and reporting schedule would be followed. HDR would provide a schedule for deliverables and consultation to PWB.

Task 5: Relicensing – License Application

Relicensing documents tell the story of the project: the PAD builds baseline, studies fill gaps, the DLA brings it all together, and the FLA refines the project proposal. As with previous major relicensing documents that are required to be filed with FERC, the HDR team will develop a detailed DLA implementation schedule and assign responsibility to appropriate team members. Using the project management team structure discussed earlier, the document can be developed in SharePoint to provide version control. QC reviews of content for adherence to style guide, FERC requirements, technical accuracy, and strategic consistency will occur at the project management level of the HDR team prior to review by PWB.

Development of Initial PM&E Proposal and ESA Coverage Strategy

Relicensing has the potential to open the conversation with parties who may have unrealistic expectations of the project. Leading up to the DLA, ongoing review of core strategic and risk management items identified throughout the ILP consultation efforts, in conjunction with study results, will inform the development of initial resource protection measures. Based on our initial work with PWB, HDR anticipates that the most uncertainty (and potential higher risk) PM&Es will be in three areas: 1) anadromous fish measures (and maintaining fish pas-



Dam Inspection Team

sage waiver), 2) cultural resources, and 3) identification of recreation enhancements. PWB has already made substantial commitments to ESA-listed species recovery through the ongoing management of the HCP for the water project. In coordination with PWB, the HDR team will develop and maintain a working list of potential additional PM&E measures along with tracking associated operational and cost implications. Each measure will be evaluated for its potential risk to water project operations. The baseline PM&E proposal will be measures identified from the existing HCP for the water project as items that PWB and stakeholders agree are specific, measurable, and linked to providing protection or mitigation for the Project. HDR will work with PWB to evaluate stakeholder issues and use the FERC process to develop a reasonable PM&E package for inclusion in the DLA.

Development of DLA

The team recommends that PWB consider filing a DLA, rather than a Preliminary Licensing Proposal (PLP). Given PWB's well developed operations proposal tiered to the water project, the content of the DLA should present PWB's strongest baseline analysis of existing and proposed project impacts. PWB should also use this information to continue outreach to stakeholders by presenting a well-developed package of proposed PM&E measures. The DLA will build upon existing and new information (e.g., PAD, studies), will be developed to meet the requirements necessary to support FERC's subsequent NEPA analysis, will evaluate Project impacts, and should propose PWB's intended PM&E package. It will also be developed in a manner that allows the information to be easily transferrable to the FLA and ultimately, used by FERC to support its EIS and license development activities. If possible, the DLA could address key stakeholders' interests identified during previous phases of the relicensing process. The application can also serve as a path to settlement discussions.

The Project DLA is a key and complex filing requiring not only strategic effort, but also substantial research and writing, and extensive document management. As such, we recommend beginning development of the DLA in fall 2025 after completion of the first study season. Our team will utilize existing templates from past relicensing processes to develop a Project DLA. Although all study information

may not be available to fully inform its development at inception, significant portions of the DLA can be drafted in advanced of this information including any Project effects that have been resolved from existing information or activities from previous licenses (as identified in the PAD), early study implementation, and/or resource areas that only required a one-year study, and numerous license exhibits that can be developed ahead of the Exhibit E, Environmental Report. Managing the study program so that any second-year study information is available in summer 2026 will allow for information to be available in a timely fashion to integrate into the DLA.

Through early consultation with NMFS, HDR recommends that PWB work throughout the relicensing process to determine the regulatory approach for gaining HCP coverage of the hydropower operations for listed anadromous species. Given the ongoing collaboration with NMFS and the extensive available information on species under USFWS jurisdiction, HDR recommends PWB consider developing early draft BAs for the relicensing to aid consultation with NMFS and USFWS and to determine as early as possible any potential additional measures these agencies may require to confirm compliance with ESA requirements. This early consultation leading up to the DLA will assist in development of a DLA that has support of the ESA agencies. PWB's ongoing effort to develop an HPMP in support of the land exchange with the U.S. Forest Service also provides a jump start on critical information necessary for a well-developed proposed HPMP for the relicensing; and there is significant opportunity for early agreement with Tribes and other Section 106 parties to have general agreement on a draft HPMP for inclusion in the DLA.

While FERC does not require draft BAs or HPMPs until the FLA, assuming the study program can be mostly limited to one-year of information gathering, HDR recommends PWB consider targeting a substantially complete DLA with proposed PM&E measures, draft BAs, and a draft HPMP. This will serve as a basis for PWB to confirm any modifications that may be necessary in the FLA, anticipate potential recommended terms and conditions from regulatory agencies and engaged Tribes, and garner support from other stakeholders. If there is general agreement amongst parties, PWB could comfortably move to completing its final PM&E proposal in the FLA. If substantial disagreements arise, a robust DLA provides transparency and a clear status check for PWB to engage in settlement negotiations with key parties while also building the record for its preferred proposal in the FERC record.

Responding to Agency/FERC comments on DLA and Filing of FLA

There is a short timeframe between the DLA and FLA filings that will constrain stakeholders as they comment on the DLA, as well as PWB and the HDR team as they incorporate responses to comments into the FLA. This causes a challenge if there are ongoing consultation (or settlement) discussions regarding measures that may not be

reflected in FERC filings prior to full agreements being reached. The HDR team will assist PWB with providing consistent documentation to FERC and will be transparent with stakeholders regarding the filing process relative to settlement discussions so there are no misunderstandings. For efficient FLA development, HDR has comment management templates used to organize, assign responsibility, and prioritize response development by resource leads, and allow review by HDR and PWB management to quickly make decisions regarding PWB's response to comments and approach to FLA. The use of a DLA format allows for streamlined development of the FLA. The purpose of the FLA is to provide information in an organized, comprehensive fashion to make FERC's life easy in their review and analysis of PWB's proposed measures. The FLA will consider and present the necessary information for FERC's Draft and Final Environmental Documents.

Deliverables

- Preparation of DLA and FLA
- Prepare an FLA for submittal to FERC and other applicable parties.
- Include incorporation of comments, recommendations, and studies
- Include final impact assessments and licensee proposals
- Include document revision, preparation, reproduction, and distribution
- Include required exhibits, with new Ex. F drawings and Ex. G maps (drawings and maps to meet requirements of 18 CFR 4.39)
- Preparation of supporting draft BAs for the Project
- Prepare an Application for Water Quality Certification for submittal to the ODEQ.

LICENSE SURRENDER

Task 6: License Surrender Process Implementation (optional, based on decision made by PWB)

Key Team Members: Project Management Team, Key SMEs, Supporting SMEs

Should PWB determine surrender is necessary rather than pursuing relicensing, the HDR team has experience with utilizing baseline information from a relicensing to pivot to surrender, as well as developing study plans and implementing collection of site-specific information to support analysis of a surrender. Our subconsultants Watershed and Stillwater also have experience in conducting studies in support of surrender. Our Engineering Lead, Paul Worrlein, and our engineering team's familiarity with the Project from our Part 12D work will also provide critical support to PWB in assessing a strategy for decommissioning the hydropower project while protecting the water supply operations and associated environmental stewardship requirements of the HCP.

The FERC surrender process (18 CFR § 6.1 and § 6.2) and schedule is less defined than the relicensing process; however, both are guided by FERC's requirement to develop a NEPA analysis for the proposed surrender. If PWB decides to surrender prior to initiating relicensing,

the HDR team would build upon draft surrender application materials and continue working with PWB to establish appropriate study plans and engineering analyses to support revised drafts of the surrender application and development of a decommissioning plan. The content and extent of study and engineering necessary for the surrender could equal or potentially exceed that of relicensing application materials. In addition to project details matching those included in a license application, the surrender application would include a draft decommissioning plan with a description of the approach for equipment or facilities, and address potentially necessary facility updates and mitigation for impacts of decommissioned project components.

The proposed HDR team, including Becky Holloway (Endangered Species), provides recent experience in surrender proceedings. If a surrender decision is made prior to initiation of relicensing, the team will be able to quickly pivot to working with PWB and its engineers and operators to develop the information necessary to support the decision. This includes a distinct communication strategy regarding the complexities and time needed to implement a surrender, as well as early public messaging to communicate that while the hydropower project will cease to operate surrender of PHP is not a “dam removal” project. The HDR team could provide internal and external communications support to reinforce the importance of protecting the assets associated with the water supply project in the event of interest in a takeover of the project or simply public anti-dam sentiment.

Assumptions and Deliverables

- Study plans and engineering analyses to support revised drafts of the surrender application.
- Draft decommissioning plan with a description of the approach for equipment or facilities, including potentially necessary facility updates and mitigation for impacts of decommissioned project components.

POST-FILING PHASE

Task 7: Currently Undefined Work (optional)

Key Team Members: Project Management Team, Key SMEs

Relicensing is an inherently dynamic process; once an application is filed with FERC there are associated post-filing information requests from FERC and other regulatory agencies to support the evaluation of the application. The HDR team is ready to help PWB navigate any additional work associated with relicensing or surrender, from post license application filings, including responses to additional information requests (AIRs) and review and comment on the EA, to technical support for settlement negotiations.

Project Schedule

Transition (Task 1) and PAD-Filing (Task 2)	ILP Study Planning (Task 4)	ILP Study Implementation & Reporting (Task 4)	License Application (Task 5)
<ul style="list-style-type: none"> Draft Strategic & Communication Plans (Aug – Dec 2023) Review 90% Draft (Q4 2023) Kick-off with PWB and additional SME experts and conduct preliminary study plan discussions (within 1 month of NTP) PAD Filing (Dec 2023) 	<ul style="list-style-type: none"> Preliminary study plans (Q1 2024) FERC site visit and scoping meetings (Feb 2024) Draft PSP (Jan-May 2024) – Outlines and 2 PWB reviews PAD Comments (March 2024) File PSP (May- 2024) PSP Mtg (June 2024) Draft RSP (July-Aug 2024) - 2 PWB reviews File RSP (Sept 2024) FERC Issues Study Plan Determination (Oct 2024) Revise plans per SPD (Oct –Nov 2024) 	<ul style="list-style-type: none"> 1st year studies (2025) Study Report Templates and Outline (Q1 2025) Study progress reports (summer 2025) Draft ISR (Aug – Sept 2025) – 2 PWB reviews File ISR (Oct 2025) Complete on-going studies (2026) Draft USR (Aug – Sept 2026) – 2 PWB reviews File USR (Oct 2026, consider early filing if limited 2nd year studies) 	<ul style="list-style-type: none"> Outline (Q4 2025) for PWB review Revise outline and start drafting Exhibits (Q1 2026) First Draft DLA (June 2026) Draft BA (June-Aug 2026) - 2 PWB reviews Revised Draft (Aug 2026) Final Draft Filed (Sept 2026) Update DLA to FLA with final study results – draft to PWB (Nov 2026) DLA Comments (Dec 2026) Revised draft FLA and BA with response to comments (Jan 2027) File FLA and BA (Feb 2027)

- Outreach, Engagement, and Consultation (Task 3): 2023 – 2027
- License Surrender Process Implementation (Task 6): NTP (2023) – 2025
- Currently Undefined Work (Task 7): Mar 2027 – Feb 2029

05 Corporate Responsibility

Steps to Provide a Diverse Workforce

Our Commitment to Diversity, Equity, and Inclusion

Throughout our work in the Pacific Northwest and specifically in the Portland area, HDR has repeatedly partnered with other consultants that are small businesses, owned by women and/or minorities, or otherwise emerging on the local market. Our role as a prime consultant sharing a significant portion of our work or providing mentorship opportunities to firms that do not yet have the resources and/or experience that HDR has, is critically important to the collective success of our communities however they are defined. We welcome this opportunity to collaborate and share learning experiences and opportunities with growing partners in Oregon and Washington, and we have experienced encouraging mutual

success by participating in the diversity, equity, and inclusion of all the qualified partners in the work that we do. HDR has proposed a team of SMEs with current COBID certification, as well as several firms who meet other state specific guidelines and we believe meet the qualifications; HDR will assist these firms in going through the COBID certification process.

HDR was recently awarded the 2023 Diversity and Inclusion Award for a Large Firm from the American Council of Engineering Companies of Washington (ACEC).



*ACEC 2023
Diversity and Inclusion Award*

Equity Participation Projects

The table below includes data from the last three City of Portland projects where HDR partnered with local D/M/W/SDV/ESB firms. Our overall approach to this contract and others within the city of Portland and across the Northwest is to engage our subconsultants as true partners and allow for full transparency and team cohesion.

HDR's approach to partnering with and maximizing D/M/W/SDV/ESB opportunities includes routinely creating and attending diversity events (virtually and in person), providing business development opportunities, using staff augmentation in technical roles with strong advisory collaborations to build new relationships and find meaningful roles for certified firms, and extensive mentoring efforts. Furthermore, we also look to our small/emerging firms to bring a level of innovation to the table that supports HDR's efforts to improve our delivery and serve our clients.

Ensuring a Diverse Workforce: HDR's Inclusion and Diversity Efforts

HDR established our IDC, helmed by our Global Inclusion Diversity and Equity Director, Abe Carrillo, to support the work of our local IDE teams through:

- Aligning the IDE initiatives to HDR's Strategic Plan
- Influencing and advancing HDR's IDE strategy throughout the organization
- Supporting the creation, evaluation, and implementation of IDE initiatives
- Actively representing HDR-sponsored Employee Network Groups (aimed at broadening awareness and promoting inclusion, including Asian Pacific, Black, Hispanic/Latinx, LGBTQ+, people with disabilities, veterans, women, and young professionals)
- Identifying, addressing, and acting as a sounding board for IDE issues
- Increasing understanding of intersectionality to maximize the impact within HDR
- Establishing a data-driven approach to identify issues, measure progress, assess results, and advance recommendations to corporate leadership
- Developing recognition mechanisms to celebrate work that enhances IDE across HDR
- Representing HDR externally by participating at select industry events and organizations

HDR's Previous Experience Partnering with D/M/W/SDV/ESB Firms

Name Client Contract No. D/M/W/SDV/ESB Subconsultants	Total Contract Value	Total Dollars % Paid to Each Subconsultant
PWB On-Call TO 3 City of Portland PWB 30005579 Akana, Rhino One	\$208,873	\$70,368 Akana: \$33,488 (16%), Rhino One—\$36,880 (17.6%)
Stormwater and Sewer On-Call TO 7 City of Portland BES 30004511 Akana	\$78,577	\$16,564 Akana: \$16,564 (21%)
Treatment On-Call TO 6 City of Portland BES 30004512 Akana, 3D Infusion	\$69,208	\$18,226 Akana: \$15,873 (22.8%), 3D Infusion—\$2,353 (3.5%)

Last Three Projects with City of Portland Partnering with D/M/W/SDV/ESB Firms

Project Name	DBE Goal	DBE Contracted Amount	% of Billed to Date
28th Ave Bridge Scope	31.34%	31.34%	83.14%
CBWTP Disinfect Study	11.28%	11.28%	0% * waiting for subconsultant billing
Bull Run Part 12D dam safety project	0%	0%	0%

Workforce and Workplace Equity Practices

HDR conducts annual internal audits that include women and minorities to verify staff classification and appropriate compensation. Job groups are reviewed annually to ensure that positions with similar responsibilities, wage rates, and promotional opportunities are grouped together and that no issues of discrimination exist.

Geographically Diverse

Our Portland office is located in a city that is focused on equity and diversity. The City of Portland asserts that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination in any city program, service, or activity on the grounds of race, color, national origin, disability, or other protected class status.

Portland also received a Diversity Score of 90% from BestNeighborhood.org, a rating based on US Census data. The HDR Portland Office leans into this local diversity to ensure we have diverse internal and subcontractor workforce.

Demographics

Our company culture embraces the strengths and differences of the communities we support. HDR's workforce demographics is presented in table Table 1.

Women and/or Minority Staff

Our workforce includes women and minorities at the highest levels of leadership in the Oregon region, including our Area Manager, Transportation Business Group Manager, and Business Class Leaders as well as in manager, project manager, and engineering positions for all services. Firmwide, HDR's staff comprises 34% women and 20% minorities.

Table 1. HDR Company Demographics

	FEMALE	MALE	Grand Total
Am. Native	7	15	22
Asian	463	684	1,147
Black	126	187	313
Hispanic	343	518	861
Pacific island	6	11	17
2+ races	123	165	288
White	2,698	5,443	8,141
Not specified	382	689	1,071
Grand total	4,148	7,712	11,860

Job Training, Mentoring, Technical Training, and Professional Development Program

The following are components of this program:

- HDR's Mentoring Program is a protégé-driven program intended for mentors to share professional work experiences in casual settings, with more than half of the participants being women.
- The Howard University Fellowship Program supports minority graduate students with an annual \$20,000 fellowship, and has worked with local university staff members to identify and recruit engineering students to participate in the program.
- HDR has an active Women in Science and Engineering (WISE) network that is committed to supporting women in science, technology, engineering, and mathematics (STEM), capitalizing on the contributions of female employees, and demonstrating the value of diversity in our organization and profession. The WISE network operates both nationally and as a sub-group within our Oregon Area
- Participation in professional organizations: HDR is a member and sponsor of Women in Transportation Seminar (WTS), Women of Color (WOC), National Society of Black Engineers (an HDR employee was awarded the WOC's Lifetime Achievement Award), Black Engineer of the Year Awards Conference, National Organization of Minority Architects, Society of Women Engineers, Conference on Black Student Government, Multicultural Women's Council, National Association of Women in Construction, Women in Architecture, and the Society of Hispanic Women Engineers.
- HDR initiated a national Inclusion and Diversity Council (IDC). The goal of the IDC is to raise awareness and foster a culture of diversity and inclusion (see callout box below for more information).

Commitment to Community Service

HDR staff are passionate about giving back to our community. Our eager volunteers cover an array of activities, as shown below:

- City of Portland's Green Street Steward Program: HDR has adopted 10 bioswales to care for and maintain.
- Watershed cleanups: HDR participates in environmental cleanups in local watersheds, most recently teaming with nonprofit DePave to remove pavement.
- Hispanic Metropolitan Chamber of Oregon: We partnered with the chamber to teach a project management class to members.
- Lower Columbia Estuary Partnership (LCEP): Our staff have participated in re-vegetation. The HDR Foundation awarded LCEP \$28k in grant money and continues to support the annual benefit.
- NW Bicycle Safety Council: As founders of the Council, HDR's primary focus is the Youth Bicycle Education and Safety Program.

Sustainable Business Practices

HDR's Top Local Sustainability Practices

Reducing Our Carbon Footprint

- We achieved our target of reducing green house gases (GHG) by 20% by 2020 (adjusted for growth), from our 2011 baseline.
- As of 2020, business travel emissions are down 57% and commute emissions are down 83%.

Reducing Our Waste

- 2015 we issued a Waste Prevention and Recycling Standard
- Since 2011, we have reduced our use of paper by 50%.
- 7,500 lb/year of compostable materials are diverted from Portland's landfills with office bins
- During the construction of our new headquarters building (2019), the project diverted 79.3% of waste materials, achieving LEED v4 Gold certification for New Construction.

Decreasing Our Water Use

- We implemented HDR Sustainable Office Finish Standards which include a requirement for the use of low-flow fixtures in office fit-out and renovation projects.
- HDR office in Arlington, Virginia, is LEED Platinum certified and achieved a 30.6% water reduction.

Third-party Certifications

Sustainability at work: A gold certification from the Portland Bureau of Planning and Sustainability, a recognition of our positive impact on the environment.

2019 EcoLeadership Award: Three awards given by the Alliance for Workplace Excellence.



U.S. Green Building Council (USGBC): First firm to join the USGBC in 1994, and we founded four USGBC chapters. HDR has 524 Leadership in Energy and Environmental Design (LEED)-accredited professionals who have designed 135 LEED-certified projects nationwide.

American Wind Energy Association: As a member for 19 years, HDR holds leadership positions on various committees at the local and national levels.

Waste-to-Energy Research and Technology Council since 2006: HDR staff includes members of the

Advisory Board who work with engineers, scientists, and industry managers to advance the recovery of energy or fuels.

Envision™: HDR's Sustainability Director served as the first chair of the Envision Review Board. HDR was the first to register a project with the Institute for Sustainable Infrastructure (ISI) and the first to complete an Envision project verification, Gold Level Award. HDR also has more than 150 Envision Sustainability Professionals (ENV SPs).

06 Supporting Information

Susan (Susie) Imholt

Project Manager



Susie is a regulatory specialist with 16 years of experience in wildlife and botanical resources, specializing in amphibian and aquatic reptiles and stream and wetland habitats. She is highly skilled at project management and supervision of subconsultant teams; coordination, development, and review of relicensing documents including Pre-Application Document (PAD), study proposals, and study reports; and coordination with multiple agencies. Susie has managed large, complex permitting, safety, and logistics processes for multi-year field study efforts spanning multiple resource areas and regulators.

EXPERIENCE

16 years

EDUCATION

Masters, Teaching Math and Science, Seattle Pacific University

BS, Biology, University of Portland

REGISTRATIONS

Teaching Certificate, WA #499525D

Susie is trained in a variety of terrestrial wildlife research techniques, including surveys for special-status and federal- and state-listed threatened and endangered amphibians and aquatic reptiles, avian species, and mammals. She also is a Pierce County, Washington certified Wildlife Biologist. She has trained and supervised field crews in terrestrial wildlife survey techniques, data collection, and data management to meet requirements of study and research protocols. She has also conducted wetland and ordinary high-water mark (OHWM) delineations and is trained in Geographic Information Systems (GIS). Susie is also highly skilled in science communication to engage public audiences

RELEVANT EXPERIENCE

Skagit Hydroelectric Project Relicensing

Seattle City Light

As Deputy Project Manager, Susie manages the Terrestrial, Recreation, and Cultural resource areas in reporting, settlement negotiations, and subconsultant supervision. Susie also coordinated the study plan development and implementation, permitting, safety, and field logistics for more than 30 studies in support of FERC Relicensing of the Skagit Hydroelectric Project.

Rock Island Hydroelectric Project Relicensing Economics Modeling

Chelan Public Utility District

Susie was the Project Manager coordinating directly with Chelan PUD to review and implement enhancements to economics modeling associated with the Rock Island Hydroelectric Project Relicensing. HDR reviewed studies and PM&E measures and developed rough cost estimates using ongoing, actual project costs, and recent license trends with FERC and regulatory activity in Washington State.

Decision Support & PAD Development

Portland Water Bureau (PWB)

The Portland Hydropower Project (PHP) operates on the Bull Run River, the primary water supply for the City of Portland (City), managed by PWB. The PHP's FERC license expires in 2029, with a deadline of February 28, 2024, to issue a Notice of Intent to relicense or surrender the hydropower project. HDR is providing expertise and services to City staff to inform the City's decision to surrender or relicense the PHP. In parallel, HDR will also provide strategic guidance and assistance to the City to produce the required documentation to proceed with either option. Both license surrender and relicensing may have direct and indirect impacts on the PWB and water supply operations in the Bull Run Watershed.

Stone Creek Hydroelectric Project FERC License Conditions

Eugene Water and Electric Board

Stone Creek Hydroelectric Project is a FERC licensed project. In support of FERC licensing conditions, Susie conducted surveys on a 15-year

population monitoring plan for a rare, riparian plant, Clackamas Corydalis, using permanent plots and population census.

Merced River Hydroelectric Project Relicensing

Merced Irrigation District

The Merced River Hydroelectric Project was a FERC hydropower relicensing project that followed the ILP. Susie developed budget and managed staffing, fieldwork, and data for studies focused on limestone salamanders, special-status amphibians, ESA-listed branchiopods, California tiger salamanders, and California red-legged frogs. She assisted with study proposal development and took lead role in developing study reports for Amphibian Resources, and she participated in ILP meetings and agency consultation. Susie also conducted limestone salamander visual encounter surveys and habitat assessments on lands surrounding Merced River and Lake McClure; foothill yellow-legged frog and western spadefoot visual encounter surveys; western pond turtle basking surveys; and branchiopod, California red-legged frog, and California tiger salamander habitat assessments on tributaries of Merced River and surrounding aquatic habitats.

Don Pedro Project Relicensing

Modesto Irrigation District and Turlock Irrigation District

The Don Pedro Project was a FERC hydropower relicensing project that followed the ILP. Susie managed the budget, staffing, and fieldwork for studies focused on special-status amphibian and aquatic reptiles, Endangered Species Act (ESA)-listed California red-legged frogs, and ESA-listed California tiger salamanders. She assisted with report preparation and study proposal development for Amphibian Resources.

Yuba-Bear Hydroelectric Project Relicensing

Nevada Irrigation District

The Yuba-Bear Hydroelectric Project was a FERC hydropower relicensing project that followed the ILP and was closely integrated with Drum-Spaulling Project relicensing. Susie developed and managed budget, staffing, fieldwork, and data for foothill yellow-legged frog survey study. She assisted with preparing a PAD and developing a study proposal for Amphibian Resources. Susie also participated in ILP meetings and agency consultation. She conducted foothill yellow-legged frog visual encounter surveys and stream habitat

surveys on Bear River, Middle Yuba River, South Yuba River, and tributaries.

Drum-Spaulling Hydroelectric Project Relicensing

Pacific Gas and Electric Company

The Drum-Spaulling Hydroelectric Project was a FERC hydropower relicensing project that followed the ILP, and was closely integrated with Yuba-Bear Project relicensing. Susie developed and managed the budget, staffing, fieldwork, and data for the foothill yellow-legged frog survey study. She assisted with preparing a PAD and developing a study proposal for Amphibian Resources. Susie also participated in ILP meetings and agency consultation. She conducted foothill yellow-legged frog visual encounter surveys and stream habitat surveys on Bear River, Middle Yuba River, South Yuba River, and their tributaries.

Jackson Hydroelectric Project Relicensing

Snohomish County Public Utility District

The Jackson Hydroelectric Project was a FERC relicensing project that followed the ILP. Susie surveyed for amphibians; target species included coastal tailed frog, western toad, northern red-legged frog, and northwestern salamander. The study area encompasses Spada Lake, a large reservoir with fluctuating water surface; wetlands and streams within wildlife management areas and the project boundary; and the Sultan River downstream of the project. Susie prepared field and report maps of amphibian survey areas and assisted in preparing the report.

Cabin Creek Pumped Storage Hydroelectric Project Relicensing

Xcel Energy

The Cabin Creek Pumped Storage Hydroelectric Project was a FERC hydropower relicensing project that followed the ILP. Susie conducted night boreal toad visual encounter surveys on Clear Creek and Cabin Creek and surrounding aquatic habitats.

Jenna Borovansky

FERC Licensing Advisor



EXPERIENCE

24 years

EDUCATION

MES, Environmental Studies, Conservation Policy Concentration, Yale School of Forestry and Environmental Studies
BS, Biology and Wildlife Management, University of Wisconsin

PROFESSIONAL MEMBERSHIPS

Conservation Planning Specialist Group/
IUCN - The World Conservation Union

As Associate Vice President and Northwest Relicensing Business Class lead, Jenna has more than 20 years of experience with Federal Energy Regulatory Commission (FERC) licensing, multi-stakeholder process facilitation and negotiation support, endangered species management planning, and water quality permitting efforts, primarily in the western United States. She has supported FERC licensees in strategic planning and choosing the appropriate FERC licensing process. As strategic FERC advisor and project manager, Jenna has supported all aspects of license development, including agency consultation and regulatory document development. She has managed project teams in the preparation of documentation for hydroelectric licensing of new and existing projects, including new small hydropower development, preliminary permits, Pre-Application Documents, Preliminary Licensing Proposals, study plan development and study reporting, water quality management plans, water rights and other state permit applications, draft and final license and amendment applications.

In addition to her FERC licensing strategic advisor role, Jenna has extensive strategic planning and public communication experience in the development of water quality and resource management plans. She has facilitated community involvement workshops for international wildlife management planning and led public involvement workshops focusing on the FERC licensing process. She is adept at developing technical and regulatory presentations for agencies, tribes, local governments, and the public.

RELEVANT EXPERIENCE

Broadwater Hydroelectric Project

Montana Department of Natural Resources and Conservation

Jenna is the project manager who lead the team in the strategic planning and implementation of the Traditional Licensing Process of a 10 MW run-of-river project on the Missouri River for the Department of Natural Resources and Conservation. She provided support for all license documentation, agency consultation, and stakeholder communication.

Skagit Hydroelectric Project Relicensing

Seattle City Light

Jenna is the project manager of a multi-disciplinary team responsible for development of the licensing plan, management of technical study teams, and development of all documents relicensing Seattle City Light's three development, 800 MW project. She managed the implementation of a \$60 million contract over the

relicensing term.

Don Pedro Hydroelectric Project Relicensing

Modesto Irrigation District and Turlock Irrigation District

As assistant project manager and strategic advisor to the Modesto and Turlock Irrigation Districts for a FERC Integrated Licensing Process relicensing of a 200 MW project, Jenna managed \$5 million annual project budget and provided strategic oversight to client and study team for suite of 35 licensing studies and all license documents. She led development of draft and final license application and amendment of application.

La Grange Hydroelectric Project Licensing

Modesto Irrigation District and Turlock Irrigation District

Jenna was the assistant project manager and lead licensing specialist responsible for licensing documents

using the Integrated Licensing Process to obtain an original license at a previously non-jurisdictional 5 MW project operated by the Turlock Irrigation District. She managed \$3 million annual budget and inspection reports of HSSs under this task order.

Bradley Lake Hydroelectric Project

Alaska Energy Authority

As Lead FERC Licensing Specialist for all aspects of a proposed non-capacity license amendment, Jenna developed schedule and process design plan for license amendment. She reviewed and updated existing license documents to include proposed diversion, and provided strategic FERC licensing and agency consultation support.

Gartina Falls Hydroelectric Project

Inside Passage Electric Cooperative

Jenna was the lead licensing specialist coordinating agency consultation and development of license application for a new 0.5MW hydropower project for the Inside Passage Electric Cooperative. She provided FERC process design, agency consultation, and document development using the Traditional Licensing Process with an expedited timeline (15 months from Notice of Intent to License Order). She also worked with engineering team to coordinate FERC licensing process and all state and federal agency permits.

Toledo Bend Hydroelectric Project Relicensing

Sabine River Authority of Texas

Jenna coordinated the development of draft and final license applications and Texas Section 401 water quality certification for the Sabine River Authority's Toledo Bend Project relicensing using the Integrated Licensing Process

and coordination with Washington Department of Ecology and Idaho DEQ regarding certification and related temperature TMDL development. She provided Section 106 cultural resources consultation, project management, and settlement negotiations strategy support.

TMDL Coordinator

Idaho Department of Environmental Quality (DEQ)

Jenna led an extensive public and industry advisory group process for Clark Fork/Pend Oreille watershed planning efforts. She developed a public process website that served as statewide template for water quality advisory groups. Lead author on Total Maximum Daily Load (TMDL) for metals, temperature, and total dissolved gas.

Clark Fork River 401 Certification Lead

Idaho DEQ

As the Idaho DEQ representative on Avista's Clark Fork Project implementation committees, Jenna reviewed aquatic restoration proposals to implement Clean Water Act Section 401 certification requirements for Avista's hydropower mitigation program on the Clark Fork River.

Conservation Director

Several Non-Governmental Organizations

Jenna targeted regional organizational resources and national public interest group strategy in ongoing relicensing and FERC policy implementation as board member of National Hydropower Reform Coalition. Working for state and regional watershed protection organizations, she presented technical and regulatory policies in accessible formats for public audiences, including public involvement training specific to the FERC hydropower licensing process.

NON-HDR EXPERIENCE

Boundary Hydroelectric Project Relicensing

Seattle City Light

As a key member of strategic support team for relicensing of Seattle City Light's 1,000 MW Boundary Project on the Pend Oreille River, Jenna provided regulatory process support for the Integrated Licensing Process in recreation, terrestrial, and water quality resource workgroups. She led the submittal of Clean Water Action Section 401 water quality certification application

Emily Andersen

Deputy Project Manager



Emily Anderson has over 21 years of professional experience as a licensing and regulatory consultant. She is highly skilled in providing strategic support for the Federal Energy Regulatory Commission (FERC) licensing and relicensing process for hydroelectric projects; licensing and relicensing document preparation and production; study plan and study report review and management; coordination of consultation meetings and communications; technical writing/editing; project budget management and tracking; project schedule management and tracking; word processing and database management. She has a deep knowledge of federal and state statutes relating to hydropower and natural resources, and FERC guidance documents.

EXPERIENCE

21 years

EDUCATION

MS, Marine Affairs,
University of Washington

BS, Biology, University
of Washington

RELEVANT EXPERIENCE

Skagit Hydroelectric Project Relicensing

Seattle City Light

As regulatory specialist, Emily managed the development of relicensing documents (Pre-Application Document, Proposed and Revised Study Plans, and Initial Study Report using the Integrated Licensing Process), including technical writing/editing, document production, and coordinating QA/QC of documents related to technical tasks.

Pensacola Hydroelectric Project Relicensing

Grand River Dam Authority

As project manager for the relicensing of GRDA's Pensacola Project, Emily provided strategic support, oversaw a team of multi-disciplinary resource specialists, and coordinated development of relicensing documents, Pre-Application Document, and Proposed and Revised Study Plans, using the Integrated Licensing Process.

Don Pedro Hydroelectric Project Relicensing

Modesto Irrigation District

Emily was regulatory specialist and supported the preparation of the Amended Final License Application to obtain a new license for the Don Pedro Project.

La Grange Hydroelectric Project Licensing

Turlock Irrigation District

Emily was regulatory specialist and

supported the preparation of licensing documents using the Integrated Licensing Process to obtain an original license at a previously non-jurisdictional 5 MW project.

Native Salmonid Conservation Facility Compliance

Seattle City Light

As a regulatory specialist, Emily supported the FERC compliance, stakeholder consultation, design and construction of a native salmonid conservation facility required as a condition of the Seattle City Light Boundary Project's FERC license.

NON-HDR EXPERIENCE

Grant Lake Hydroelectric Project Licensing

USACE Portland District

As licensing consultant, Emily assisted with providing strategic support. She managed document preparation, review, and production of licensing documents, including study plans, study reports, the Draft License Application and associated materials. She also assist with planning of stakeholder engagements. Maintained and managed the consultation record.

Licensing Consultant

PacifiCorp

Emily conducted benchmarking analysis of FERC relicensing in the Pacific Northwest regarding required project lands for resource protection and mitigation.

Sandy Cody

Study and Environmental Lead



EXPERIENCE

20 years

EDUCATION

BA, Washington
State University

Sandy is an environmental scientist whose responsibilities include providing project support for permitting services and associated environmental studies for both public and private clients. Sandy has been involved with the writing of State Environmental Policy Act (SEPA) checklists, Environmental Impact Statement research and authorship, critical area report writing, and federal, state, and local permit application preparation.

She has undergone HDR's internal 3-day training for Phase I Environmental Site Assessment practitioners and performs Phase I Environmental Site Assessments. She is a key member of teams working to identify site historical information from various sources. She reviews and validates analytical chemistry data and prepares data for reporting under guidelines developed by Project Managers and Task Leads for Remedial Investigations, water quality studies, and baseline environmental studies.

RELEVANT EXPERIENCE

Skagit Hydroelectric Project Relicensing

Seattle City Light

Sandy has been involved with the safety and logistics field work coordination for the 22 studies being conducted as part of the Skagit Project Relicensing effort, including conducting safety onboarding with all field teams and ensuring all safety requirements were met, as well as coordination of field work with City Light staff. Sandy also assisted with the production of the Interim and Updated Study Reports and the Draft Licensing Agreement for the project.

Cowlitz Hatchery Pre-Design

Washington Department of Fish and Wildlife

As part of a multi-discipline project team, Sandy was the lead author of the site alternatives analysis, as well as the preliminary permitting study outlining the anticipated federal, state, and local permits that are anticipated for the construction of a new hatchery facility.

Energize Eastside

Puget Sound Energy

The Energize Eastside Project includes a new electrical substation and approximately 16 miles of transmission lines from Redmond to Renton, and is intended to address

an electrical deficiency. HDR was selected by PSE to provide permitting assistance (including preparation and coordination) for land use and construction permits in five jurisdictions. HDR is also providing federal permit support (Corps Section 404 Permit), state permit support (Hydraulic Project Approval, NPDES, and Section 401 Water Quality Certification), code analysis, and public hearing support. Sandy has been involved with the preparation of Conditional Use Permits applications for the various jurisdictions.

Skookumchuck Wind Energy Project

Renewable Energy Systems, Inc.

The Skookumchuck Wind Energy Project is the construction and operation of a commercial wind facility in Lewis and Thurston counties. The 335 acre project includes 38 wind turbine generators, access road system, generation-interconnection line, onsite substation, meteorological towers, and O&M facility. HDR was hired to assist with the preparation of the SEPA Environmental Impact Statement (EIS) for the project. Sandy's responsibilities on the project included response to lead agency and public comments on the Draft EIS and coordination with the client and subconsultants..

Jennifer Ferris

Cultural Resources



EXPERIENCE

22 years

EDUCATION

MA, Anthropology,
Washington
State University

BA, Anthropology,
University of Washington

REGISTRATIONS

Register of Professional
Archaeologists (16367)

Jennifer is a Senior Cultural Resources Specialist at HDR. She is a Registered Professional Archaeologist and meets the Secretary of the Interior's Professional Qualifications Standards for both Prehistoric and Historic Archaeology. She has 22 years of technical experience in archaeology and cultural resource management across the U.S. that includes inventory, testing, data recovery, monitoring, and consultation projects. Jennifer is very experienced working under regulations that pertain to cultural resources including Section 106 of the National Historic Preservation Act (NHPA), National Environmental Policy Act (NEPA), Archaeological Resources Protection Act (ARPA), various state and local policies, and executive orders.

Often serving as a technical lead on energy, transportation, development, and habitat restoration projects, Jennifer has developed close working relationships with federal, state, and local agencies and Indian tribes. She has extensive experience in preparing environmental impact statements (EIS) and environmental assessments (EAs) across the U.S. She frequently assists lead agencies and applicants with Section 106 consultation and the development of mitigation measures and agreement documents. Jennifer has worked closely with Indian tribes both on and off tribal lands to complete field studies and to mitigate adverse effects on significant resources. She frequently contributes at cultural resources conferences and is actively engaged in public education and outreach.

RELEVANT EXPERIENCE

Skagit Hydroelectric Project Relicensing

Seattle City Light

Serving as the cultural resources technical lead for the consultant team, Jennifer is providing technical support. She is also assisting City Light with study implementation; development of the draft and final license application, study reports and historic properties management plan (HPMP); and coordination of the cultural resources work group (CRWG), which consists of 15 Indian tribes and First Nations, FERC, Department of Archaeology and Historic Preservation (DAHP), City Light, state and federal agencies, and private parties.

Wallowa Falls Hydroelectric Project Relicensing

PacifiCorp

Jennifer supported PacifiCorp with the relicensing of their Wallowa Falls Hydroelectric Project. She performed cultural resources background and research and fieldwork, and co-

authored the cultural sections of the PAD. She assisted in defining the APE, which was based upon potential direct and indirect effects from Project development and operations, with identifying historic properties within the APE, technical reporting, and monitoring for geotechnical borings.

Enloe Hydroelectric Project

Okanogan Public Utility District (PUD)

Jennifer supported the Okanogan PUD for the Enloe Hydroelectric project. She was responsible for the 2014 archaeological survey, testing of site 45OK570 under a Bureau of Land Management (BLM) Spokane District permit, and completion of associated technical reports. She also assisted in updating the HPMP and coordinated activities for the confidential CRWG consisting of the Confederated Tribes of the Colville Reservation, BLM, DAHP, and PUD. She also developed and presented the materials for the PUD's 2015 staff cultural resources awareness program.

Secondary Capacity Model

Bonneville Power Administration/Henkels & McCoy

Jennifer is supporting with cultural resources services for this design-build contract. Jennifer is responsible for scoping the cultural resources tasks; assisting BPA with developing the APE for each project; implementing the cultural resources background review, field studies, and technical reporting in compliance with Section 106; overseeing any cultural resources subconsultants; completing QA/QC of all cultural resources deliverables; and coordinating with the project team and BPA.

South Fork Tolt Dam Valve No. 15 Replacement Project

Seattle Public Utilities (SPU)

Jennifer supported SPU and another consulting firm with a cultural resources assessment of the South Fork Tolt Dam and Section 106 evaluation of the proposed valve replacement. SPU and City Light share ownership and use of the dam and reservoir. FERC was the lead agency, with delegated authority to City Light. Jennifer managed the task, provided agency support in determining the APE, and oversaw the completion of the field survey, preparation of the technical memoranda containing recommendations of eligibility and project effects, and documentation of the dam on a Historic Property Inventory (HPI) form in compliance with Section 106.

Longview Dock Replacement

Weyerhaeuser

Jennifer is providing support to Weyerhaeuser for their proposed Weyerhaeuser Longview Dock Replacement Project in Longview, Washington. HDR was retained by Weyerhaeuser to conduct ongoing engineering and environmental permitting services related to the log export dock structure replacement project. This structure is nearing the end of its service life and requires replacement to ensure continued operations over the long term. The project requires a permit from the United States Army Corps of Engineers (USACE) and must comply with Section 106. Cultural resources services include desktop review, field survey, documentation of a historic built environment resource, and reporting.

Base Seattle Programmatic EIS

U.S. Coast Guard

Jennifer is supporting the U.S. Coast Guard with developing the Programmatic Environmental Impact Statement (PEIS) that analyzes the potential for significant impacts to the environment from the proposed expansion and modernization of Coast Guard Base Seattle. Base Seattle requires physical improvements to ensure the capability to provide a full range of mission and personnel support now and into the future. She is the technical lead for cultural and tribal resources and has performed desktop reviews and assisted the Coast Guard in preparing for tribal consultation. Jennifer is authoring the PEIS affected environment and impacts sections for archaeological and tribal resources, and is also supporting the Coast Guard with public meetings.

North Shore Levee Project

City of Aberdeen

HDR is providing technical assistance with Section 106 and compliance for the City of Aberdeen North Shore Levee Project. Jennifer is leading the cultural resources tasks including background review, survey, technical reporting, completion of site inventory forms, and agency/tribal consultation.

North Shore Levee West Project

City of Hoquiam

HDR is providing technical assistance with Section 106 and compliance for the City of Hoquiam North Shore Levee West Project. Jennifer is leading the cultural resources tasks including background review, survey, technical reporting, completion of site inventory forms, and agency/tribal consultation.

Bao Le (HEC)

Fish and Aquatics, Water Quality

**EXPERIENCE**

24 years

EDUCATION

MS, Zoology, University of Maine

BA, Biological Sciences, University of California, Santa Barbara

Bao has 24 years of federal, utility, and consulting experience in Federal Energy Regulatory Commission (FERC) licensing and compliance with expertise on strategic, process, and technical management. He brings a diverse array of experience with hydroelectric impact assessments of fish and aquatic resources, water resources, endangered species consultation, recovery planning and management; water quality assessments including Clean Water Act 401 Certification processes; and settlement negotiations. Mr. Le has facilitated and managed complex and multi-faceted stakeholder processes and has a thorough knowledge of federal and state statutes relating to hydropower and natural resources management.

RELEVANT EXPERIENCE**Skagit Hydroelectric Project Relicensing***Seattle City Light*

Bao is currently serving as the Fish and Aquatic and Water Resources Consultant Team Lead for the Skagit Project Integrated Licensing Process. He provides technical and process support associated with fish, aquatic, and water resource components of the relicensing. He also coordinates fish and aquatic resource technical consultants, including field biologists and instream flow/hydraulic modelers. Other activities include synthesis and interpretation of existing information; tracking progress of studies; and contributing to and reviewing relicensing documents including study reporting (Initial Study Report [ISR], Updated Study Report [USR]), Draft License Application (DLA), and Final License Application (FLA), applicant-prepared BA for ESA-listed species, and 401 Water Quality Certification application. He provides technical and strategic support for a multi-agency and stakeholder technical working groups and settlement process.

South Fork Tolt Hydroelectric Project Licensing*Seattle City Light*

Bao serves as a key advisor in the areas of fish, aquatic and water resources, strategy, and relicensing process and management to the FERC Relicensing Project Management Team (consultant

and client). Note that this project is just underway.

La Grange Hydroelectric Project Licensing*Turlock Irrigation District*

Bao leads the implementation of fish and aquatic studies in support of the La Grange Hydroelectric Project Integrated Licensing Process. This has included participation in licensing and technical work group meetings; the development and review of licensing documents including the ISR; and the management of a suite of fish and aquatic studies. Studies include topographic surveys, fish habitat, presence and stranding monitoring, flow monitoring, migration barrier assessments, water temperature monitoring and modeling and a fish passage facilities assessment. Additional activities include the implementation of a collaborative, multi-stakeholder Fish Reintroduction Assessment Framework to evaluate the regulatory, biological, and socioeconomic feasibility of reintroducing ESA-listed anadromous salmonids (i.e., spring Chinook and steelhead) into the Upper Tuolumne River.

Native Salmonid Conservation Facility Compliance*Seattle City Light*

Bao is the project manager for the design of a native salmonid

conservation facility (hatchery) as required by Seattle City Light's (SCL) Boundary Hydroelectric Project operating license. The project includes management of fisheries science; engineering and design; and regulatory and permitting groups within a multi-stakeholder, collaborative working group. The facility is intended to hold and/or rear native Westslope Cutthroat Trout and ESA-listed Bull Trout. Facility design for Bull Trout includes continuing ESA consultation with the U.S. Fish and Wildlife Service.

Susitna-Watana Hydroelectric Project

Alaska Energy Authority

Bao provided technical, FERC regulatory process, and strategic planning support to HDR Alaska on the implementation of fish and aquatic studies in support of the Susitna Watana Hydroelectric Project Integrated Licensing Process. This has included technical and QA/QC review and FERC and implementation process support for the implementation and reporting of the Fish Passage Barriers, Aquatic Habitat, Fish Distribution and Abundance, and Beluga Whale studies.

Wells Hydroelectric Project Relicensing

East Wenatchee Public Utility District

Providing technical and process support for the implementation of fish and aquatic studies in support of the Wells Hydroelectric Project relicensing. This has included the management of studies involving bull trout, Pacific lamprey, total dissolved gas (TDG) numerical model development, temperature modeling, tributary toxins, and dissolved oxygen and pH monitoring. Other activities included development support for relicensing documents, including the USR and DLA, FLA, Wells Project applicant-prepared Bull Trout BA, draft and final Environmental Impact Statements (EIS), and draft and final 401 Water Quality Certification. Bao provided support for a multi-agency stakeholder fish and aquatic working group. Coordinated with consultants conducting fish and aquatic studies for Douglas PUD's Fish and Aquatic Technical Lead and Relicensing Team. He participated in Aquatic Settlement Work Group Meetings, developed study plans for adult lamprey passage studies, and provided technical support for white sturgeon implementation and water quality (TDG management) activities. Bao is currently providing continued technical, permitting, and process support for the new FERC

license. His activities include water quality, Pacific lamprey and bull trout compliance monitoring, evaluation, and reporting and ESA and take reporting.

Enloe Hydroelectric Project

Okanogan Public Utility District

Bao assisted the Okanogan PUD with the implementation and compliance planning support for pending FERC operating license. He supported PUD with FERC license implementation and compliance planning activities including a review of existing Project licensing documents, development of a tracking database to ensure compliance with FERC license requirements, and an integrated schedule to support implementation. He conducted a resource work group needs analysis, evaluated and developed effective implementation team organizational structure and work flow processes, and presented results of activities at implementation team meetings.

Swan Lake Hydroelectric Project

Alaska Power Agency

Bao provided FERC licensing, environmental, and strategic planning support to the client regarding overall licensing strategy for a proposed non-capacity pool raise of the Swan Lake Project. He conducted a comprehensive review of project's existing license to identify key licensing considerations including special use permitting, shoreline impacts, water rights, compliance history, land ownership, FERC boundary delineation, and pertinent federal and state regulatory requirements. Based upon the project's existing environmental record and proposed action, Bao identified potential environmental issues including fish population impacts, loss of spawning/rearing habitat, and fish passage/tributary access for Kokanee salmon and Dolly Varden. He presented environmental scoping results and proposed studies to address identified issues to federal and state stakeholders and developed fish and aquatic study plans for stakeholder review and approval. he provided project/technical oversight of the fish and aquatics portion of the 2012 environmental study program planning/implementation and assisted with the development of a scope and schedule to implement the formal license amendment process.

Becky Holloway

Endangered Species



EXPERIENCE

25 years

EDUCATION

MS, Biology, University of
NC Wilmington

BS, Marine Biology,
University of
NC Wilmington

REGISTRATIONS

Senior Biological
Assessment Author -
WSDOT, WA

Becky has 25 years of consulting experience for projects that impact federally-listed species, with an emphasis on projects requiring in-water work. She is the environmental regulatory compliance specialist for the HDR Fisheries Design Center in Gig Harbor, WA and has a background in marine and aquatic sciences. During her 20-year tenure at HDR, she has conducted aquatic habitat surveys and prepared environmental compliance documents for fisheries-related projects throughout the western U.S. Becky specializes in ESA Section 4d, 7 and 10 consultations, and prepares Essential Fish Habitat Assessments, NEPA documents, stream functional assessments, technical reports, and other permitting documents (SEPA/NEPA checklists, JARPA etc.). She has authored or supervised the development of over 50 ESA consultation documents for HDR, many of which have required an analysis of the effects of instream work on aquatic species, including dredging, flow alteration, underwater sound, and genetic and ecological effects on ESA-listed fish resulting from interactions with hatchery-origin fish.

RELEVANT EXPERIENCE

Skagit Hydroelectric Project Relicensing

Seattle City Light

As ESA consultation lead for relicensing of the project, Becky is preparing two biological assessments evaluating the effects of project operations and resource measures for a new license. She is also co-lead of the Fish Passage Study for relicensing to evaluate options to provide fish passage at each of the project dams based upon detailed review of four factors that influence the technical feasibility to provide passage.

Newhalem Hydroelectric Project Decommissioning

Seattle City Light

Becky is serving as the ESA Section 7 consultation lead for proposed license surrender and infrastructure decommissioning for the Newhalem Project, including removal of a low-head dam and subsequent grade control installation to ensure head loss is minimized.

Longview Dock Replacement

Weyerhaeuser

As environmental task lead for a number of projects involving improvements, upgrades, and

maintenance of Weyerhaeuser's existing Log Export Dock, Becky's projects have included test pile installation, long-term maintenance dredging of the federal navigation channel, and full dock replacement including removal of over 2000 timber piles and installation of nearly 700 steel pipe piles. Supervised development of ESA consultation document, all local and state permitting documents, and an Incidental Harassment Authorization application under the Marine Mammal Protection Act.

Chehalis Basin Strategy Flood Reduction Project

Lewis County Flood Zone Control District

Becky is leading the development of BA and EFH assessment for proposed flood reduction facilities in the Chehalis River Basin. The BA and EFH assessment analyze the effects of construction and operation of a dam on anadromous salmonids and indirect effects on prey items for the Southern Resident Killer Whale, Pacific salmon EFH, and effects on terrestrial ESA-listed species. The assessment also analyzes the effects of a robust mitigation program on species and habitat.

Melvin R. Sampson Coho Hatchery

Bonneville Power Administration

Becky led development of project alternatives and biological resource sections for a joint SEPA/NEPA EIS that considered impacts from construction and operation of a new Coho Salmon hatchery on the Yakima River. Authored the ESA consultation document and Essential Fish Habitat Assessment for the project.

Nelson Dam Removal Project

City of Yakima

Becky is the environmental compliance lead for the removal of Nelson Dam, a known barrier to fish passage on the Naches River near Yakima, WA. She led a team of environmental specialists to obtain all state, federal, and local permits required for project development, including an intensive and complex in-water work plan and on-going coordination with resources agencies for compliance with ESA and state hydraulic code requirements.

Northeast Oregon Hatchery Project

Bonneville Power Administration

As environmental compliance lead for a five-facility spring/summer Chinook hatchery program in northeast Oregon, Becky's responsibilities included extensive agency coordination, consultation, and analysis of complex water resource issues including the impacts of hatchery withdrawal on aquatic resources within diversion reaches, the placement of hatchery structures in low-flow streams, and the analysis of water quality effluent issues.

Oregon Liquid Natural Gas EIS and BA

Oregon Liquid Natural Gas

Becky contributed to the fisheries sections of ESA consultation document. She analyzed acoustical impacts of pile driving and for fish. The biological assessment investigated the effects of construction of terminal and pipeline, including in-water construction (dredging, pipeline crossings, ballast water intake and entrainment issues, etc.), operation of LNG carriers and analysis of effect due to wake stranding in the Lower Columbia River.

Kodiak Ferry Terminal and Dock Improvements Project

Alaska Department of Transportation

Becky authored the Biological Assessment for replacement of Pier 1 in Kodiak, Alaska. NMFS ESA-listed species included the western distinct population segment of Steller sea lions and their designated critical habitat, as well as humpback whales. The analysis of impacts focused on acoustic effects of piles to construct the new wharf.

Jonathan Hutchison

Strategic Communications



EXPERIENCE

18 years

EDUCATION

MS, Intermodal Transportation Management, University of Denver

BA, Psychology, Antioch College

Jonathan brings more than 18 years of communications and project management experience, primarily in the transportation sector. He is highly skilled at developing and disseminating compelling messages and quickly synthesizes information to build effective messaging campaigns. A skilled writer, editor, facilitator, and public speaker, Jonathan is adept at successfully navigating complex and controversial issues. His ability to frame messages for various audiences, create compelling narratives, and anticipate challenges contributes to his expertise in providing effective strategic communications consultation. Jonathan embraces difficult conversations and believes tact, diplomacy, and respectful candor are instrumental in facilitating understanding and building goodwill.

RELEVANT EXPERIENCE

Abernethy Bridge Widening / Seismic Retrofit

Oregon Department of Transportation (ODOT)

As stakeholder engagement lead, Jonathan is facilitating HDR's stakeholder engagement and external communication strategies, currently focused on the project's first phase, which involves seismically upgrading an existing bridge and associated infrastructure improvements. The multilingual communication and engagement efforts are tailored to multiple regional and local audiences and aligned with future plans for tolling.

Outer Powell Transportation Safety Project

ODOT

Jonathan is the communication and stakeholder engagement lead for this project. His team is responsible for developing and implementing a multi-year construction stakeholder and communication strategy that supports ODOT's work to reduce the frequency and severity of crashes for all users. This project will ultimately widen segments 1, 3, and 4 of SE Powell Boulevard.

Oregon Transportation Plan and Oregon Highway Plan Updates

ODOT

Jonathan's team is leading and

coordinating the multifaceted stakeholder engagement process needed to ensure the OTP and OHP reflect the needs, vision, and priorities of stakeholders statewide.

NON-HDR EXPERIENCE

Local/Regional Government Affairs

Amtrak

As government affairs director of corridor development Jonathan was responsible for representing Amtrak's legislative priorities and spearheading shorter distance route development in the western region. He engaged legislators and transportation policy makers to help preserve and expand routes, and he developed communication and engagement strategies designed to enhance support for Amtrak.

Power Supply Emergency Communication Plan Development

Portland General Electric

Jonathan developed a series of detailed communication plans for power supply emergencies. The plans were tailored to various audiences. Additionally, the plans were aligned with PGE's emergency operations protocols for each emergency's distinct phases and regulatory requirements.

Paul Worrlein, PE

Project Sponsor and Engineering Lead



Paul is HDR Oregon's dams lead and has a wealth of experience in general civil engineering including working on dams, levees, impoundment structures, diversions, and hydraulic structures. He has worked on and led multiple FERC-licensed dam projects. He also has worked on more than half a dozen projects involving modifications to dams in Oregon, including emergency repairs to the Bull Run Dam 2 spillway in 2019. Paul believes that clear, frequent, and direct communication is critical to achieving project success for all involved.

EXPERIENCE

14 years

EDUCATION

BS, Civil Engineering,
Portland State University

REGISTRATIONS

Professional Engineer,
Oregon, US, #81083PE,
Washington, US, #51462

RELEVANT EXPERIENCE

Bull Run Dam 2 Subdrain Replacement

City of Portland

HDR worked with the City of Portland's Water Bureau to replace a failed underdrain on the City's Dam 2 spillway. The work included developing plans and specifications for cutting the spillway slabs to access the failed underdrain, investigating the extent of the failure, and developing plans, specifications, cost estimates, and construction schedules for replacement of the underdrain and restoration of the spillway. HDR conducted several workshops with the City and FERC to determine the methods with the highest cost/benefit ratio with risk informed decision making methodology (RIDM) applied. The project also included a Potential Failure Mode Analyses (PFMA) to analyze potential hazards during construction and plan measures to mitigate them. HDR worked closely with a construction contractor and the City to complete the investigation and repairs well ahead of schedule and under budget.

Bull Run Part 12D Investigations and Reporting

City of Portland

HDR worked with the City of Portland's Water Bureau to perform dam safety investigations for Dam 1 and Dam 2 in the City's Bull Run watershed. The work includes performing dam safety inspections, performing an independent audit of the City's dam safety program, performing an

overtopping scour analysis for Dam 1, conducting PFMA, inspecting spillway subdrains using cameras and reporting on the findings, and inspecting and performing structural analysis on the Dam 1 spillway gates.

Hills Creek Dam Transformer Oil Spill Containment System

U.S. Army Corps of Engineers

HDR developed design of an oil spill containment system for the unwatering pumps and transformer at the Hills Creek Dam powerhouse. The project included installation of new pumps and piping in the unwatering sumps, a gravity conveyance system from the transformer, two oil/water separators, and an outfall with erosion control splashpad at the dam's tailrace. The system was designed to remove most oil from the unwatering effluent and transformer spill containment area in the event of a transformer fire. The transformer includes a fire suppression system that could run for extended periods of time before emergency responders would be able to turn the flow off.

Gold Ray Dam Removal

Slayden Construction Group, Inc.

In partnership with a construction contractor, HDR provided environmental permitting and documentation, hydraulic and hydrologic analysis, and a sediment transport analyses and management plan in support of the removal of the Gold Ray Dam.



ARCHAEOLOGICAL INVESTIGATIONS NORTHWEST, INC.

OFFICE LOCATION

3510 N.E. 122nd Avenue
Portland, Oregon 97230

EDUCATION

M.A., Anthropology, 1987,
Washington State University
Flintknapping Fieldschool,
1985, Washington State
University

B.A., Anthropology, 1982,
Beloit College

WORK HISTORY

Years with AINW: 28
Prior Experience: 14

REGISTRATION

Register of Professional
Archaeologists

***Meets Secretary of
Interior's Professional
Qualification Standards for
Archaeology***

PROFESSIONAL AFFILIATIONS

Association for Washington
Archaeology

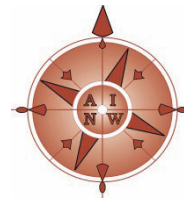
Association of Oregon
Archaeologists

Society for American
Archaeology

ACRA

AINW is a member of the
American Cultural Resources
Association

Terry L. Ozbun, M.A., R.P.A. Senior Archaeologist and Lithic Technology Specialist



Terry L. Ozbun has been with Archaeological Investigations Northwest, Inc. (AINW), since 1994 and has four decades of experience in archaeology and cultural resource management in the Pacific Northwest. Terry has managed hundreds of cultural resource studies and authored or co-authored over 500 cultural resource reports and professional papers. He has extensive experience in the archaeology of prehistoric and historic-period sites in the region.

Terry is well-versed in local, state, and federal cultural resource laws and regulations and the procedures for implementing them. He has managed cultural resource work for a variety of large and complex projects including Federal Energy Regulatory Commission (FERC) -licensed hydroelectric projects, other dams and reservoirs, municipal water systems, transmission lines, fiber optic lines, natural gas pipelines, and solar and wind generating facilities.

Selected Project Experience:

Big Eddy-Ostrander No. 1 Transmission Line Reconductoring, Clackamas, Hood River, and Wasco Counties, Oregon, 2021-present. AINW co-project manager for a 67-mile long cultural resource survey of Bonneville Power Administration's (BPA's) transmission line corridor, access roads, and other work areas on Mount Hood National Forest and other public and private lands. AINW is performing this work under a subcontract to Pacific Northwest National Laboratory.

Lake Chelan, Rocky Reach, and Rock Island Hydroelectric Projects, Chelan County, Washington, 2006 - present. Project manager for on-call cultural resource services for the Public Utility District No. 1 of Chelan County. AINW has provided archaeological and historical surveys, archaeological site testing and evaluation to determine National Register of Historic Places eligibility, archaeological site monitoring, archaeological monitoring of construction, and preparation of a Traditional Cultural Properties Management Plan. FERC relicensing and on-going license requirements work has included preparation of a cultural resources section for a Pre-Application Document and updating three Historic Property Management Plans.

Willamette River Crossing, Portland, Multnomah County, Oregon, 2017-2019. AINW co-project manager for archaeological reconnaissance, cultural resource investigations, and Inadvertent Discovery Plan.

Mirror Lake Trailhead Relocation, Clackamas County, Oregon, 2015-2016. AINW project manager for cultural resource survey on the Mount Hood National Forest for a new trailhead, parking lot, and associated road improvements. Four cultural resources were identified and evaluated regarding their significance and project effects.

Lake Oswego-Tigard Water Partnership Project, Clackamas County, Oregon, 2010 -2013. Served as AINW project manager for cultural resource studies. This large water project involved several local jurisdictions and was subject to cultural resource review by the U.S. Army Corps of Engineers, Oregon State Historic Preservation Office, and Native American Tribes.

I-5 Corridor Reinforcement Project, Multnomah County, Oregon, and Clark and Cowlitz Counties, Washington, 2010 - 2011 and 2013 - 2017. AINW project manager for archaeological and historical research, field survey, cultural resource documentation, and reporting under contract with the BPA for a proposed 80-mile transmission line.

PacifiCorp Condit Dam Decommissioning, Skamania and Klickitat Counties, Washington, 2010 - 2011. AINW project manager for development of an archaeological data recovery plan for FERC decommissioning of the hydroelectric project.

PGE Carty Generating Station, Gilliam and Morrow Counties, Oregon, 2009. AINW project manager for cultural resource survey of proposed power plant and transmission line.

Keechelus Safety of Dams Project, Kittitas County, Washington, 2001-2002. Field director and primary report author for the archaeology of a historic-period work camp at Keechelus Dam.



Annie Kilburg Smith

Director



PROFILE

Annie Kilburg Smith is based in Portland, Oregon, and has over 10 years of experience providing mediation and facilitation services for dispute-resolution processes with government entities. Annie began her professional career working in a litigation setting and learned that collaborative problem-solving with engaged participants makes for better decisions. Annie now works on natural resource and environmental policy projects in collaboration with diverse community groups, stakeholders and Tribal, federal, state, and local government representatives to facilitate neutral third-party dialogue and conflict resolution.

Annie has both a structured style and adaptable conflict resolution skills, which lend themselves to working in any setting with confidence and calmness. Her experience working in areas with diverse interest groups stems from growing up in rural Oregon and now residing in urban Oregon. This contributes to her ability to bring a wide lens of opinions and varied expertise together to look for opportunities to bridge those dialogues. Annie is an expert in organization, facilitation, and project management. She provides opportunities for groups to collaborate, resolve issues, and develop mutually acceptable solutions through consensus-based decision-making.

EXPERTISE

- 10+ Years of Combined Experience in Dispute Resolution, Neutral Third-Party Facilitation, & Community Engagement
- Skilled in Complex, Multi-Party/Stakeholder Conflict Management Facilitation
- Innovative Collaborative Process Design for Public, Community, and Stakeholder Meetings on Controversial Issues
- Detailed Project Management

PREVIOUS EXPERIENCE

- Kearns & West Facilitator/Senior Associate, Portland, OR, 2014 – 2018
- Multnomah County Court, Mediator, Portland, OR, 2011 – 2014
- Sports Conflict Institute, Consultant, Portland, OR, 2014
- Law Firms, Legal Manager/Paralegal, Honolulu, HI, and Portland, OR, 2007–2014

CONTACT INFORMATION

Annie Kilburg Smith
Director & Principal
Portland, Oregon
503-891-3262

akilburg@triangleassociates.com
www.linkedin.com/in/annie-kilburg-smith-9142106
www.triangleassociates.com

EDUCATION

2014
M.S. Conflict Resolution
Portland State University

2014
Certificate in Professional Mediation
Portland State University

2006
B.A. Political Science
Hawai'i Pacific University

PROFESSIONAL AFFILIATIONS

- Approved member of U.S. EPA Roster of Conflict Resolution Practitioners
- Approved member of U.S. DOI Roster of Conflict Resolution Practitioners
- Member of the Association for Conflict Resolution's Environment and Public Policy Section

❖ Superfund/CERCLA Sites

Portland Harbor Superfund Site Community Engagement and Collaborative Group Facilitation, 2018 – Ongoing

Annie is the lead project manager and facilitator for the Environmental Protection Agency's (EPA) Portland Harbor Superfund Site. This Site is home to a 10-mile stretch of the Lower Willamette River, running through the State of Oregon's largest city: Portland. The area is ancestral homeland to many indigenous people and during the mid-1800s it was turned into an industrial corridor. The interest groups involved include over 150 potentially responsible parties (PRPs), six Tribal governments, federal and state agencies, community groups, technical stakeholders, and non-governmental organizations. The Record of Decision was issued on this site in 2017. Since then, Annie has led and executed several work streams for this project, including the following:

- **Collaborative Group:** Annie led a two-year process to convene and kickoff the Portland Harbor Collaborative Group (like a roundtable), which commenced in March 2020. The Collaborative Group fosters transparent, responsive, and interactive dialogue to move the cleanup forward on the topics of remediation, restoration, redevelopment, upland source control, and others. She facilitates their quarterly meetings and consensus-based decision-making process.
- **StoryMap:** Annie led the project management to develop and finalize an ArcGIS [StoryMap for the Portland Harbor Site](#).
- **Community Leaders Group (CLG) & Public Forums:** Annie led the planning and facilitation for quarterly CLG meetings and public forums. The CLG brought together over 40 representatives from the Portland community and facilitated dialogue between EPA, the Oregon Department of Environmental Quality, Tribal representatives, and key community groups.
- **Community Involvement Plan:** Annie led the project management to develop and finalize the [Site's Community Involvement Plan](#) (CIP) while maximizing the participation and input from the Technical Coordinating Team including the Five Tribes and the Yakama Nation, community leaders, agency representatives, and the public.
- **Yakama Nation Mediation:** Annie worked with EPA and the Yakama Nation to conduct a situation assessment and explore mediation options with PRPs to reach agreement with the Tribe on funding to provide technical support on the Site throughout the cleanup process.

Sulphur Bank Superfund Site Tribal & Community Engagement Facilitation, 2020 – Ongoing

Annie is the lead project manager and facilitator for EPA's Sulphur Bank Superfund Site. This Site is a 150-acre abandoned open-pit mercury mine site located on the shoreline of Clear Lake in California. The former mining activities have left contaminated soils, sediments, and surface water with mercury and arsenic, as well as bio-concentrated mercury in the food web. The Site is located adjacent to the Elem Indian Colony and has impacted many other Tribal communities and subsistence fishers. The Site is nearing the completion of an interim Record of Decision and will have a proposed plan in 2022. Annie led/is leading the following work streams for this project:

- **Tribal Communities Forum & Monthly Meetings:** Included convening Tribal members and Tribal representatives to guide EPA's outreach on the site with these groups. Annie facilitated multiple planning sessions and a forum for the Tribal communities and Tribal representatives interested in the Site. She continues to facilitate monthly Tribal community meetings in coordination with EPA.
- **General Community Forum:** Included convening local community and government representatives to guide EPA's outreach on the site and within these stakeholder groups. Annie facilitated multiple planning sessions and an early summer forum for the general community to receive Site updates.

❖ Additional Tribal Engagement

Columbia River System Operations (CRSO) Environmental Impact Statement (EIS) Project, 2018 – 2019

Annie served as a co-project manager and lead facilitator for the National Policy Consensus Center (NPCC) through its program Oregon Consensus (OC).

- Led facilitation for the resident fish team as they evaluated the potential impacts of the EIS alternatives for operation and configuration of the 14 federal projects on the CRSO system, including an alternative that would remove the lower Snake River dams.
- Led facilitation of policy and technical personnel from three co-lead federal agencies including Bonneville Power Administration, the Army Corps of Engineers, and the Bureau of Reclamation.

Kim Gould (*B.S., Fisheries Science*) is a Senior Aquatic Scientist with 25 years of experience. His technical expertise focuses on freshwater ecology and fish habitat dynamics. Applying experience gained in over 300 endangered species recovery, regulatory compliance, and monitoring projects, Mr. Gould helps clients reduce risk and avoid project delays through strategic and comprehensive planning, assessment, and permitting processes. Mr. Gould has provided freshwater habitat assessment, fish passage, aquatic biology, water quality monitoring, macroinvertebrate characterization, mitigation and habitat enhancement design, data analysis, impact assessment, and construction oversight services in the mainstem Columbia River and dozens of its tributaries for public and private clients including municipalities and utilities.

AREAS OF EXPERTISE

- Habitat restoration prioritization, design, construction, and monitoring
- Environmental compliance, mitigation negotiation, and best management practices
- Environmental permitting, policy, monitoring, and regulatory compliance: ESA, MSA, CWA, NEPA
- Aquatic, riparian, estuarine, and floodplain habitat evaluation, ecological effects analysis, and watershed assessment and restoration
- Data management, stream habitat surveying, biological study design, fish monitoring, sediment characterization, and data analysis

YEARS OF EXPERIENCE

At Stillwater: 5 years
In Total: 25 years

EDUCATION

B.S., Fisheries Science, magna cum laude, Oregon State University, 1997

PROFESSIONAL AFFILIATIONS

River Restoration Northwest (Member)
Gilbert Ichthyological Society (Fellow)

SELECTED PROJECT EXPERIENCE

Sandy River Snorkel Survey, OR* (*Client: Portland Water Bureau*): Mr. Gould served as a fish biologist for assessing Chinook spawning in the Sandy River near the mouth of the Bull Run River.

Deschutes River Habitat Enhancement, OR (*Client: Portland General Electric [PGE]*): Mr. Gould provided construction oversight for gravel augmentation and large wood structure installation below Pelton Reregulation Dam for FERC license compliance.

Nisqually Gravel Augmentation Analysis, WA (*Client: Tacoma Power*): Mr. Gould was the lead biologist for a sediment transport and spawning gravel augmentation study downstream of LaGrande Dam, which included stakeholder engagement and development of mitigation alternatives and plans for FERC license implementation.

Trail Bridge Dam Fish Passage, OR (*Client: Eugene Water & Electric Board [EWEB]*): Mr. Gould supported FERC license compliance support for trap and haul retrofit design process at Trail Bridge Dam.

Hydroelectric PAD Review and Pre-Scoping Issue Identification, AK* (*Client: Juneau Hydro*): Mr. Gould reviewed Pre-Application Document for FERC licensing of a proposed hydroelectric project.

McGuire Dam Habitat Carrying Capacity Modelling, OR* (*Client: McMinville Water and Light*): Mr. Gould used a carrying capacity model and habitat survey data to estimate potential coho salmon production in stream reaches above and below a proposed reservoir expansion.

Sultan River Habitat Restoration Monitoring, WA (*Client: SnoPUD*): Mr. Gould served as Project Manager and Lead Biologist for river habitat surveys required by FERC license.

Libby Dam Biological Opinion, ID, MT* (*Client: BPA*): Mr. Gould led team preparations of the BA for ESA compliance for Kootenai River white sturgeon and bull trout and supported agency, tribal, and

TRAINING

Open Water/Research SCUBA, NAUI, 1997

Electrofishing Techniques and Safety, ODFW, 1998

Threatened and Endangered Fairy Shrimp Identification, Southern Oregon University, 1998

Aquatic Weed School, Portland State University, 2003

Oregon Boater Certification, Oregon State Marine Board, 2004

ODOT Biological Assessment Certification, Certification Exam Passed 2008, Renewed 2010/13/16

NEPA Analysis, SWCA Inc., 2009

US Forest Service Stream Habitat Typing and Classification Methods, Tongass NF, 2010

FERC Environmental Compliance and Permitting, FERC, 2012

CEQA Processes, Sohagi Law Group, 2013

Fish Passage Training: Inventory and Assessment of Culverts, Dams, and Fishways, WDFW, 2016

Assessment of Natural Barriers & Habitat Surveys for Barrier Prioritization, WDFW, 2016

Regulatory Surveys for Intertidal Spawning Forage Fish, WDFW, June 2017

CPR and First Aid, 2018

Stage Zero Restoration Short Course, RRNW, 2019

stakeholder coordination. Analysis of effects focused on Corps dam operations, maintenance, and mitigation.

Utility Construction, Permitting, and Planning Manual, SC* (*Client: South Carolina Electric & Gas*): Mr. Gould edited and authored a comprehensive Construction, Permitting, and Planning Manual for internal use by company project managers and field supervisors. Topics included facility siting, state and federal permitting, spill prevention, BMPs, and CWA compliance monitoring.

Water Quality and Fish Habitat Technical Assistance, WA (*Client: Tacoma Power*): Mr. Gould is assisting Tacoma Power with water quality analysis, water quality protection plan (WQPPP) template development, and gravel augmentation planning for CWA 401 WQC and FERC license compliance for the Cowlitz, Cushman, and Nisqually hydroelectric projects.

Environmental Compliance Training, OR, WA, CA, UT* (*Client: PacifiCorp*): Mr. Gould co-taught a two-day environmental compliance training workshop to Pacific Power and Rocky Mountain Power staff regarding siting, permitting, and construction compliance.

Upper Clackamas River Bull Trout Surveys; Mt. Hood National Forest, OR* (*Client: PGE*): Mr. Gould conducted nighttime snorkel surveys to determine presence or absence of bull trout prior to reintroduction efforts.

Chehalis Basin Strategy Mitigation Assessment, WA (*Client: Lewis County, WA Flood Control Zone District*): Mr. Gould was lead biologist for assessment of mitigation potential and needs for proposed dam. Identified over 400 potential sites across the Upper Chehalis WRIA for construction and O&M mitigation.

Federal Columbia River Power System Tributary Habitat Restoration Expert Panel Process, OR, ID, WA* (*Client: USBR and BPA*): Mr. Gould worked with local expert panels to assess habitat restoration progress and measurable long-term benefits to ESA-listed Chinook and steelhead for mitigation of effects from hydroelectric dam operations.

Fishhawk Dam Improvements ESA Consultation, OR (*Client: FLRC*): Mr. Gould served as project manager for stream surveys upstream and downstream of a dam, analyzed reservoir bathymetry to map areas of elevated stranding risk. He also authored a BA for a proposed installation of a new fish ladder and spillway.

* Denotes project completed prior to joining Stillwater Sciences.

Patrick Hendrix (*B.S. Botany; B.S. Cellular Molecular Biology*) has nearly 30 years of experience working in the environment sector, with considerable botanical, wetland, and fish & wildlife experience. His botanical expertise includes vegetation monitoring, inventories, and surveys. Mr. Hendrix has conducted special-status plant surveys throughout the Pacific Northwest. He routinely delineates wetlands and prepares functional assessments for wetlands and streams. He also assesses fish and wildlife habitat conditions and has conducted numerous fish and wildlife surveys.

AREAS OF EXPERTISE

- Vegetation monitoring
- Botanical inventories
- Rare plant surveys
- Habitat restoration and enhancement
- Delineation of waters of the U.S., including wetlands
- Wetland and stream functional assessments
- Fish and wildlife biology
- Habitat assessments
- Environmental permitting

YEARS OF EXPERIENCE

At Stillwater: 5 years

In Total: 29 years

EDUCATION

B.S., Botany, Humboldt State University, 1994

B.S., Cellular Molecular Biology, Humboldt State University, 1994

PROFESSIONAL AFFILIATIONS

Native Plant Society of Oregon

TRAINING

Advanced Wetland Soils and Hydrology – Wetland Training Institute and Portland State University

Hydrogeomorphic (HGM) Wetland Assessment Training – Oregon Department of State Lands

Nuisance Plant Management Workshop – The Wetlands Conservancy

SELECTED PROJECT EXPERIENCE

Wildlife Studies, Carmen-Smith Hydroelectric Project License Compliance, OR (*Client: Eugene Water and Electric Board [EWEB]*): Mr. Hendrix supported development of wildlife biological evaluations and the Wildlife Habitat Management Plan. Patrick also helped coordinate pre- and post-construction northern spotted owl analyses, annual reporting, and coordination with the USFWS.

Wildlife Studies, Balch and Helms Hydroelectric Relicensing Project, CA (*Client: Pacific Gas and Electric Company*): Mr. Hendrix conducted a bat study and habitat assessments for special-status wildlife species. The bat study included evaluating over 150 project-related structures to identify use by special-status species and type of roost (e.g., maternity, night roost) using capture, night roost/emergence, video, and acoustic surveys. Mr. Hendrix also assessed bat roosting potential in each of the CWHR habitat types identified in the project study areas.

Sultan River Aquatic Habitat Mapping, Sultan, WA (*Client: Snohomish PUD*): Mr. Hendrix conducted aquatic habitat mapping for the project in 2020 to assess changes that had occurred after field surveys were conducted in 2007, 2014, and 2016. The survey included measuring aquatic habitat and an inventory of large woody debris in the mainstem of the Sultan River and in four side channels. Mr. Hendrix co-authored the final report.

Bailey Dam Removal Sediment Characterization and Spawning Habitat Survey, Yamhill County, OR (*Client: Bailey Nurseries, Inc.*): Mr. Hendrix characterized sediment conditions behind the Bailey Dam to fulfill permitting requirements for dam removal. He also surveyed and documented spawning habitat conditions downstream of the dam at the request of Oregon Department of Fish and Wildlife to assess potential impacts from dam removal.

Johnson Creek Wildlife, Wetlands, and Restoration Opportunities, Portland, OR* (*Client: City of Portland*): Mr. Hendrix completed an extensive assessment of thirty-six wetlands occurring within a four-mile reach of the 100-year floodplain of Johnson Creek. Field investigations focused on delineating wetland boundaries, identifying habitat values of wetlands and riparian corridors, assessing potential restoration and enhancement opportunities, and evaluating functional

Erosion Prevention and Sediment Control for Development Professionals – Clackamas

Community College and Clackamas Water Environment Services

GPS/GIS Training Workshop – Johnson Instrument Company

COMMUNITY INVOLVEMENT

- Volunteers in support of homeless communities
- Volunteers for river cleanups
- Conduct amphibian egg mass surveys at Metro
- Youth education discussing natural resources

values of the wetlands. Mr. Hendrix also compiled botanical inventories of wetlands and wetland buffer areas within four of the target areas.

Vegetation Monitoring within Metro Open Spaces, Clackamas, Multnomah and Washington Counties, OR* (Client: Metro):

Mr. Hendrix established long-term botanical monitoring programs for five natural areas to evaluate vegetation management practices. The work included line-intercept, point-intercept, and nested frequency counts, as well as rare plant surveys and mapping.

Multnomah Channel/Sauvies Island Complex National Vegetation Classification (NVC) Vegetation Mapping, Multnomah County, OR* (Client: Metro):

Mr. Hendrix compiled a botanical inventory and mapped plant community types using the National Vegetation Classification Standard developed by The Nature Conservancy (and adopted by USFWS) on a 281-acre Multnomah Channel Open Space property within Columbia River bottomlands. Other GIS layers developed for the project included noxious weed coverage, and wildlife monitoring transect locations. Mr. Hendrix conducted comprehensive surveys for rare plants and wildlife presence surveys.

Wetland Delineation for the Winmar Flats Enhancement Project, Portland, OR* (Client: City of Portland): Mr. Hendrix led the team who delineated wetlands at the 27-acre Winmar Flats Wetland Enhancement Project site and prepared a wetland functional assessment.

Walker Creek Culvert Replacement, Multnomah County, OR* (Client: City of Portland):

Mr. Hendrix assessed habitat conditions in support of permitting services for replacement of the Walker Creek culvert proposed by the City of Portland Water Bureau. Walker Creek is a tributary to the Bull Run River and the culvert replacement was designed to remove a barrier to fish migration.

Crystal Springs Creek Fish and Wildlife Habitat Assessment, Portland, OR* (Client: Portland Parks and Recreation):

Mr. Hendrix conducted a wildlife habitat assessment and stream surveys evaluating fish habitat and riparian conditions along Crystal Springs Creek. The assessment documented baseline conditions to guide the planning process for enhancement projects.

Western Painted Turtle Study, Portland, OR* (Client: Port of Portland):

Mr. Hendrix performed preliminary site screening surveys, trapping and marking, radio telemetry surveys, and data gathering for a study of western painted turtles. The study addressed population structure, nesting behavior and nest sites, habitat use (active-season), and over-wintering sites to support the Port's planning process.

**Denotes project completed prior to joining Stillwater Sciences.*

KATHRYN A. BECK

1708 McKenzie Ave. Bellingham, WA 98225 360-305-0654 email: calypso@openaccess.org

PROFESSIONAL EXPERTISE

- ** Design and implementation of rare plant surveys, vegetation analysis, and management
- ** Preparation of BE, EA, EIS, DLA, Botanical Resource Reports and Vegetation Mgt. Plans
- ** Identification of rare plants of eastern Washington, particularly the lower Columbia Basin

PROJECT EXPERIENCE

Rare Plant Surveys, Rock Island Hydro Project, FERC No. 943, Chelan County PUD /Kleinschmidt Associates, Columbia River; 2022. Did relicensing surveys for RTE plants, wrote resource report.

Rare Plant, Vegetation Surveys, Klickitat Co, WA, Columbia Land Trust; 2022, 2010-2013. Rare plant and vegetation mapping. Prepared resource reports for Klickitat Oaks, Bowman Creek, Margerum Ranch, Youngs Wetland, Logging Camp, and Dillacort Land Trust parcels.

Rare Plant & Noxious Weed Surveys, Skagit Hydroelectric Project, FERC No. 553, Seattle City Light/HDR Inc., Whatcom Co., WA; 2021-2022. Did rare plant surveys of Ross, Diablo, and Gorge Reservoirs, Skagit River, Bypass Reach; Project roads, and recreation facilities.

Rare Plant Survey, Packwood Lake Hydroelectric Project, FERC No. 2244, Energy Northwest/McMillan LLC, Gifford Pinchot NF, Lewis County, WA; 2005–2022. Noxious weed, rare plant and lichen surveys performed for monitoring and relicensing of Packwood Lake Project. Sections written for rare plant and noxious weed surveys for ILP documents. In addition, wrote the Packwood Lake Hydro Project Rare Plant Management Plan.

RTE Plant Monitoring, Priest Rapids Project FERC No. 2114, Columbia River, WA; Grant Co PUD; 2011- 2022. Monitored RTE plant population trends, including Ute Ladies’-tresses, compiled results; authored reports.

Rare Plant Survey, Colville National Forest, Pend Oreille PUD; 2010-2022. Rare plant monitoring on the Pend Oreille River, and rare plant surveys done along 9 different mid-elevation creeks for on-going riparian restoration project.

Rare Plant & Noxious Weed Surveys, Hanford Site; Bonneville Power Admin., Benton County; 2021. Did RTE plant surveys for the Franklin-Schultz transmission line upgrade. Prepared reports.

Floristic Surveys, San Juan Islands Nat. Monument and WaDNR parcels, WA; 2018, 2021. Vascular plant and lichen floristic surveys were performed on over 50 small San Juan Islands.

Rare Plant Population Monitoring and Surveys, Boundary Hydroelectric Project, FERC No. 2144, Seattle City Light, Pend Oreille Co., WA; 2012-2020. Rare plant monitoring for Boundary Project, and rare plant surveys on 12 additional smaller SCL projects, including recreation planning, Mill Pond and Sullivan Creek.

Sage Grouse Habitat Restoration Monitoring, Wild Horse Wind Facility, Kittitas County, Puget Sound Energy; 2017-2020. Performed sage grouse habitat monitoring in nesting and brood-rearing habitats.

Rare Plant Survey and Floristics, Douglas County, WA, Siskiyou BioSurvey; 2020. Rare plant and floristic surveys performed on large shrub-steppe parcels owned by the BLM.

Floristic and Rare Plant Surveys, The Dalles and John Day Reservoirs, Columbia River,

Kathryn A. Beck Page 2

Klickitat Co. WA, Wasco Co. OR, Army Corps of Engineers; 2019. Did floristic and rare plant surveys in a variety of upland, shrub-steppe, riparian habitats in the Columbia River Gorge.

Rare Plant Surveys, Eastern OR., Tetra Tech EC; 2018. Large-scale rare plant and noxious weed surveys done in shrub-steppe in eastern Oregon for two proposed wind energy projects.

Rare Lichen Surveys, Eastern WA, Biodiversity Research Collective; 2017-2018. Surveys done for the rare crust lichen *Texosporium sancti-jacobi* in shrub-steppe and biodiversity surveys for pin (calicioid) lichens in Colville and Okanogan National Forests.

Rare Plant Survey, Columbia River, WA, Douglas PUD.; 2017, 2005. RTE plant monitoring, noxious weed and relicensing surveys of Wells Hydroelectric Project, FERC No. 2149, Douglas PUD. The 30-mile long Columbia River reservoir is in Douglas, Chelan, Okanogan Counties.

Sensitive Plant and Noxious Weed Surveys, Vegetation Mapping; Chugach NF, Alaska; 2012-15. Grant Lake Hydroelectric Project FERC No.13212, Homer Electric Asso/ McMillen LLC. Vegetation surveys for proposed hydro project. Wrote botanical resource report, Biological Evaluation, Draft License Application and Vegetation Management Plan for Project.

Rare Plant Survey, Hanford Site, Yakima County, WA; Tetra Tech EC for Bonneville Power Admin.; 2013-2015. Conducted surveys on 34-mile 115-kV Midway-Moxee and Midway-Grandview Transmission Lines. Documented large populations of two rare plants.

Rare Plant Survey, 4-0 Ranch WDFW, Asotin County, WA; 2015. Did rare plant survey on large land acquisition. Documented populations of multiple rare plants; wrote resource report.

Rare Plant Survey, Northern Mid-Columbia Project; Bonneville Power Admin; 2013-2014, Chelan and Douglas counties. Did surveys for proposed transmission line; wrote resource report.

Rare Plant Survey, I-5 Corridor Reinforcement Project, Herrera Environmental for Bonneville Power Admin.; 2014. Transmission line surveys, Clark and Cowlitz counties, WA.

Rare Plant Survey, Lower Snake River, Whitman County; Bonneville Power Admin.; 2013. Did surveys along transmission line for Federal listed species Spalding's catchfly, wrote report.

Rare Plant Survey, Okanogan Co., WA, Tetra Tech EC; 2009-2013. Large scale rare plant, noxious weed, and cultural plant surveys done in Okanogan Nat. Forest for proposed gold mine.

Rare Lichen, Bryophyte and Plant Surveys, Stevens Pass, King Co. WA, Stevens Pass Ski Area; 2013, 2011, 2008. Performed surveys for rare lichens, vascular plants and bryophytes for proposed mountain bike trail routes, Mt. Baker-Snoqualmie National Forest.

Rare Plant Survey, Northeast WA; Bonneville Power Administration; 2011-2012. Planned and conducted surveys for Federal and State listed plant species on 54-mile Creston-Bell 115-kV Transmission Line. Prepared botanical resource report and EA.

Rare Plant Surveys, Tongass National Forest, Petersburg and Ketchikan Districts; 2011-2012. Swan Lake Expansion and Kake-Petersburg Intertie Transmission Line Projects. Rare plant and floristic surveys for proposed 105-mile transmission line and dam pool rise.

Rare Plant, Noxious Weed Surveys, OR Coast, Bonneville Power Administration; 2010-2011. Performed surveys for Federal listed species along Bandon-Rogue Transmission Line. Wrote vegetation resources EA and botany resource report.

Rare Plant Survey, Mojave Desert, CA and NV, CH2M HILL; 2008, 2009, 2011. Protocol level rare plant surveys performed in Mojave Desert for proposed solar energy developments.



Education

M.S., Geological Sciences, 1985
University of Washington

B.S., Environmental Sciences & Resource Management, 1982
Lehigh University

Professional Affiliations

American Geophysical Union
Association for Women Geoscientists
Geological Society of America
Soil and Water Conservation Society

Licenses, Registrations, and Certifications

Certified Professional Geologist,
Alaska (627)

Licensed Geologist and Engineering
Geologist, Washington (420)

Registered Professional Geologist,
Oregon (G1687)

Registered Professional Geologist,
Idaho (1081)

Watershed Analyst Level 2, Washington,
channel, surface erosion, mass wasting,
hydrology, riparian, fisheries

Washington Certified Women's Business
Enterprise (W2F3520824)

King County certified Small Contractor
and Supplier (SCS 1598)

KATHY VANDERWAL DUBÉ

Geomorphologist

Watershed GeoDynamics

52542 Canna Court, Homer, AK 99603

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kdube@watershedgeodynamics.com

Kathy has been analyzing geomorphology of watersheds and stream dynamics in Alaska and the Pacific Northwest for 37 years. She specializes in erosion, sediment transport, instream large wood, and aquatic habitat evaluations to provide cost-effective solutions to resource utilization while protecting soil and aquatic resources. Kathy's work has ranged from evaluating rivers in pristine environments to highly managed systems. This wide-ranging experience has led to the realization that every watershed has unique geomorphic characteristics that need to be taken into consideration to ensure the long-term success of projects. Her work integrates a variety of tools including field work; analysis of historical maps, aerial photographs, and LiDAR; GIS; and sediment transport modeling. Kathy's ability to understand and synthesize information from a wide variety of natural resource specialists and her ability to understand stakeholders' points of view makes her an invaluable team member when assessing complex projects that affect watershed processes.

Specific Expertise:

Stream Channels and Aquatic Habitat

- Spawning gravel and sediment transport modeling
- Aquatic habitat mapping and analysis
- Large woody debris studies
- Evaluating and monitoring response of stream channels to water management

Watershed Analysis and Erosion Control

- Sediment budgets
- Erosion and sediment control evaluation and planning
- Reservoir and shoreline erosion analysis and monitoring
- WEPP, SEDMODL, and WARSEM analysis of roads, timber harvest and agriculture

Environmental Documentation and Interdisciplinary Teams

- Preparation of Environmental Assessments, Environmental Impact Statements, and Applicant-prepared Environmental Assessments
- FERC licensing compliance and license applications

Representative Project Experience

Skagit Hydroelectric Project Relicensing Studies, Seattle City Light: Lead geomorphologist for relicensing team, responsible for geology, soils, erosion, and fluvial geomorphology studies. Prepared study plans for reservoir erosion at three Project reservoirs, road and transmission line road erosion and channel migration, and Skagit River substrate/spawning gravel, aquatic habitat, large woody debris, side channel/off channel habitat, tributary junctions, and channel migration/incision. Conducted field work and prepared study reports and license application sections for reservoir and road erosion and channel migration studies.

Chehalis River Study, Washington, Chehalis River Basin Flood Authority: Evaluated the changes to channel geomorphology in the Chehalis River downstream of a proposed flood control structure, including bedload transport, channel migration, substrate characteristics, and large woody debris. Sampled armor and sub-armor gravel along 65 miles of the Chehalis River to evaluate existing substrate characteristics for bedload transport modeling. Mapped channel migration using a series of historic survey maps and aerial photographs (1856-present). Developed a HEC-RAS sediment transport model to help analyze changes to sediment input, transport, and deposition under existing and with-structure alternatives in the river downstream of the proposed structure as well as within the temporary and fluctuating reservoir pool. Installed scour monitors and accelerometers to determine initiation of transport timing and scour/fill depths to assist with model calibration. Evaluated changes to river geomorphology, substrate, large woody debris, and aquatic habitat under proposed operation and climate change scenarios. Prepared geomorphology portions of SEPA analysis.

Pelton Round-Butte Reservoir Shoreline Erosion Plan, Oregon, Portland General Electric: Inventoried and mapped shoreline erosion at three project reservoirs (Lake Billy Chinook, Lake Simtustus, and the Re-regulating Reservoir). Prepared Shoreline Erosion Plan outlining long-term monitoring and shoreline erosion control measures needed over the term of the new license. Set up monitoring transects to track erosion areas and conducted long-term monitoring at the sites. Prepared 5-year report with recommendation to monitor every two years instead of annually; continuing to conduct biennial monitoring and reporting.

Crooked River Geomorphic Assessment, Oregon, The Nature Conservancy, Deschutes River Conservancy: Assessed sediment transport and channel dynamics in the Crooked River downstream of Bowman Dam as part of an analysis of flows that would provide ecological benefits to the river. Developed a HEC-GeoRAS model of the river to estimate water depths and shear stress under a variety of peak flow conditions. Used output from the model in conjunction with existing substrate data to determine flows that would mobilize the bed. Evaluated the effects of potential changes to peak flows on sediment transport, substrate, and channel migration.

Chelan River Habitat Improvements, Washington, Chelan County PUD: Provided fluvial geomorphology and sediment transport expertise to a team assessing potential habitat improvements in the lower Chelan River. The reach is a rapidly aggrading alluvial fan, with normal flows controlled by the upstream Chelan Dam, but subject to large peak flows that cause scour and channel shifting. Several options were developed to address these geomorphic challenges while providing spawning and rearing habitat for Chinook and steelhead trout. Monitored bank erosion and substrate movement during planned spill events in the affected reach utilizing painted rocks to verify sediment transport and bank erosion calculations.

Sullivan Creek Aquatic Habitat Mapping, Sullivan Creek, Washington, Seattle City Light: Assisted with a detailed habitat and geomorphology inventory of Sullivan Creek as part of aquatic habitat enhancement planning. Created Trimble data dictionary for collecting habitat information using Trimble GPS units, helped train field crews, and was a field crew leader. Data collection included mapping and collecting attributes for each aquatic habitat unit, each piece of large woody debris and log jam, and all eroding bank along nearly 20 miles of streams. Collected cross sections and pebble count data.

Boundary Hydroelectric Project, Washington, Seattle City Light: Inventoried shoreline erosion in the Boundary Reservoir. Mapped erosion and substrate along the shoreline and in the drawdown zone during low water conditions to assess areas susceptible to future erosion. Calculated rate and volume of past erosion and estimated future erosion rates. Determined areas where erosion is affecting critical resources (e.g., aquatic habitat, water quality, terrestrial habitat/wildlife, cultural resources, recreation) in conjunction with other resource specialists working on the project. Prepared report summarizing findings and helped determine appropriate erosion control measures. Prepared an Erosion Monitoring Plan and implemented reservoir erosion monitoring as part of license implementation measures.

Cedar River Watershed Large Woody Debris and Riparian Habitat Assessment, City of Seattle Public Utilities: As part of their Cedar River Habitat Conservation Plan (HCP), Seattle Public Utilities is adding large woody debris (LWD) to streams and rivers to improve aquatic habitat in the upper Cedar River watershed. Several of the streams have complex geomorphic and riparian conditions that require detailed evaluation to determine appropriate LWD augmentation placement and techniques. Kathy inventoried LWD along 12 selected miles of streams and rivers in the Cedar River Watershed using remote sensing (GIS-based aerial photography and LiDAR data) and then completed a field inventory of LWD and aquatic habitat to supplement the GIS analysis. These data were used to develop recommendations for wood placement in the streams based on geomorphic setting, potential future LWD input from riparian areas, and aquatic habitat needs.

**RFP 2037 EXHIBIT B
SAMPLE DESIGN SERVICES CONTRACT**

CITY OF PORTLAND

CONTRACT NUMBER _____

PROJECT TITLE

(title of project)

As authorized by [Ordinance _____ and] Portland City Code 5.68.035, this Design Services Contract ("Contract") is entered into by and between the City of Portland ("City," or "Bureau") and HDR Engineering, Inc. ("Consultant").

Effective Date and Term

This Contract shall commence on the Effective Date, _____ [INSERT EFFECTIVE DATE] and shall continue in full force and effect until [INSERT END DATE] or such other date on the Contract is terminated or extended pursuant to the terms of this Contract ("Term").

Consideration

- (a) City agrees to pay Consultant a sum not to exceed _____ Dollars (\$ _____) to complete the work in accordance with the Statement of Work (SOW), attached hereto as Exhibit A.
- (b) Payments shall be made in accordance with the Compensation section, attached hereto as Exhibit B.

=====

CONSULTANT DATA AND CERTIFICATION

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

Business Designation (check one):
☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Limited Liability Co (LLC) ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name provided above. Information must be provided prior to contract approval.

=====

TERMS AND CONDITIONS

1) Standard of Care

In providing services under this Contract, the Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances (the "Standard of Care").

2) Effect of Expiration

Expiration of the Term shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or uncorrected defect in performance.

3) Order of Precedence

This Contract consists of these Terms and Conditions, the SOW, all Exhibits, ~~and the City's RFP and Consultant's Proposal~~. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- (a) Amendments executed by the parties after Contract award;
- (b) This form Contract as executed by the Parties, including all Exhibits;
- ~~(c) RFP Requirements as set forth in City's RFP, including without limitations all Exhibits and any Addenda; and~~
- ~~(d) Consultant's Proposal in response to the RFP, including without limitation, to all supplementary materials.~~

4) Early Termination of Contract

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination shall be effective immediately upon City's delivery of a written notice of termination to Consultant.

- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not timely cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the nature of the alleged breach, its intent to terminate, and provide fifteen (15) calendar days within which to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5) Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the date of the termination notice. No other costs or loss of anticipated profits shall be due or payable.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City for the costs to defend any claim, and all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant terminates the Contract pursuant to subsection 4(b), the Consultant's sole remedy shall be payment for work completed prior to date of City's receipt of the termination notice. No other costs, loss of anticipated profits or consequential damages shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination, the Consultant's work product completed prior to the date of termination shall be deemed the property of the City and copies and/or data shall be immediately released to the City.

6) Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement without the prior written consent of the City. Notwithstanding City consent, the Consultant shall remain responsible for full performance hereunder. The Consultant agrees that if subcontractor(s) are employed in the performance of the SOW under this Contract, both Consultant and any subcontractors remain subject to the requirements of ORS Chapter 656, Workers' Compensation.

7) Compliance with Applicable Laws; Funding Requirements

Consultant shall perform all services in accordance with all applicable federal, state, and local laws and regulations, including without limitations tax laws and terms and conditions incident to receipt of any grant funds. Consultant represents and warrants that it is and will remain in compliance with all laws and expressly represents that it is and shall remain in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations during the Term of this Contract.

8) Respectful Workplace Behavior

The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as consultants, vendors or contractors who provide services to the City. Consultant warrants its compliance with the terms and conditions of HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>.

9) Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the ~~sole~~ negligence or misconduct of the City. This duty shall survive the expiration or termination of this Contract or final payment hereunder.

to the extent

misconduct

The indemnity obligations of Consultant under this Contract will not in any way be affected or limited by the absence of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation under insurance policies affecting this Contract.

Consultant's indemnity obligations are in addition to any other rights or remedies available under this Contract, or in law or in equity to the City. In the event of any claim or demand made against any party entitled to indemnification hereunder, the City may in its sole discretion reserve, retain or apply any monies due to the Consultant under the Contract to resolve such claims; provided, however, that the City may release such funds if the Consultant provides the City with adequate assurance of the protection of the City's interests. The City shall determine in its sole discretion of the adequacy of such assurances.

10) Insurance

Consultant shall obtain and maintain in full force at Consultant's sole cost and expense, throughout the Term and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all Subconsultants shall maintain applicable coverage for all subject workers.

☒ Required and attached // ☐ Certified statement of exemption (i.e., completion of Independent Contractor Certification Statement or similar)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent Consultant's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

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

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

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

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

or continuously maintains coverage

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

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

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

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

redacted

Subconsultant(s): Consultant shall contractually require its Subconsultants to acquire and maintain in effect until full performance of their Work under this Contract, insurance equal to the minimum coverage limits required above.

11) Ownership of Work Product

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

Any modification or reuse of the Work Product for purposes other than those intended by this Contract shall be at City's sole risk and without liability to Consultant.

this Contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product. City's alteration of Consultant's Work Product or its use by City for any other purpose shall be at City's sole risk.

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

12) Business Tax Registration

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

13) Successors in Interest

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

14) Severability

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

15) Waiver

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

16) Errors

The Consultant shall, without cost to the City, promptly correct errors or omissions related to the services required by this Contract.

if resulting from the Consultant's negligence

17) Governing Law/Venue

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

18) Amendments; Minor Amendments

Any changes to the provisions of this Contract's dollar amount, must be made by written amendment and approved by the Chief Procurement Officer or City Council to be valid. Any other changes to the provisions of this Contract, including changes to the scope of work, key personnel, Subconsultants or other changes, must be made by written amendment and approved as pursuant to PCC 5.68 and the PTE Manual.

- (a) Amendment of the Contract. Any material change(s) to the provisions of this Contract shall be in the form of an Amendment. A "material change" means a change that increases risk to the City, or that increases the cost of the Contract to exceed the Contract Price. Amendments must be in writing, must be approved as to form by the City Attorney, and must be executed in writing by authorized representatives of the Parties. Any proposed material amendment to this Contract that does not meet the requirements of this section will be deemed null, void, invalid, non-binding, and of no legal force or effect. "Material Amendment" does not mean a Minor Amendment as described in (b) below and does not mean an administrative change which the City may effect unilaterally. An administrative change means a written Contract change that does not affect the substantive rights of the Parties.
- (b) Minor Amendments to Contract or Change Orders to a Statement of Work. The City and Consultant may make minor changes that do or do not impact the substantive rights or obligations of the Parties but that are not material amendments. Minor Amendments shall be made through the use of a Change Order that modifies a Statement of Work or Task Order. Following mutual approval of the Change Order, the parties will update the SOW to reflect changes to the description of services and any resulting changes to the timeframe of deliverables.

19) Prohibited Conduct

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

directly solicit

solicitation

; provided, however, the following shall only apply to those City employees for whom Consultant had actual knowledge of their active participation in evaluating the proposal or authorizing the award.

20) Payment to Vendors and Subconsultants

The Consultant shall timely pay all Subconsultants and suppliers providing services or goods for this Contract. If the Consultant fails to make timely payments to its Subcontractors, Subconsultants, or suppliers, the City is entitled to take any action permitted by law, including, but not limited to, the following:

- (a) Withhold all or part of any progress payment until Consultant makes payment;

- (b) Find that the Consultant is not a qualified bidder for future projects per the City's consideration of the Consultant's record of past performance pursuant to ORS 279C.110(3);
- (c) Directly make payment to the Subcontractor, Subconsultant, and supplier who has not received proper payment; and
- (d) Terminate the Contract for and Event of Default as provided herein.

21) Access to Records and Audits

- (a) The Consultant and its subconsultants and suppliers shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. The Consultant and its subconsultants shall maintain all other records necessary to clearly document their performance of the work and any claims for additional compensation or requests for additional contract time arising from or relating to their performance under the Contract.
- (b) The Consultant shall include in its subcontracts, purchase orders and all other written agreements a provision requiring all subconsultants, material suppliers, providers of rented operated equipment and persons submitting cost or pricing data according to the term of a contract, at all tiers, to comply with this section.
- (c) The City and its authorized representatives shall have timely access to, and an opportunity to inspect, examine, copy and audit all books and records relating to the Contract, for any reason, upon reasonable notice.
 - i) Such books and records shall be maintained by the Consultant and all subconsultants, suppliers and persons with cost or pricing data for a minimum period of six (6) years from the date of Final Payment under the Contract, or until the conclusion of any audit, controversy, litigation, dispute or claim arising out of, or related to, the Contract, whichever is longer.
 - ii) The Consultant and all subconsultants, suppliers, and persons with cost or pricing data shall maintain all records in such a manner that providing a complete copy is neither unreasonably time consuming nor unreasonably burdensome for the Consultant or the City. Failure to maintain the records in this manner shall not be an excuse for not providing the records.
 - iii) The Consultant and all subconsultants, suppliers, and persons with cost or pricing data shall produce all such books and records in Portland, Oregon, regardless of whether the records are produced pursuant to this provision of the Contract or as a result of a claim, litigation, arbitration or other proceeding. The Consultant or a subconsultant, supplier, or other person may produce the books and records elsewhere if it fully compensates the City for the reasonable costs of travel to and from the place where the records are produced and the reasonable cost of any employee's time in having to travel.
- (d) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

22) Electronic Signatures

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

23) Merger Clause

This Contract, and the Contract Documents identified at Section 3 above shall be deemed to encompass the entire agreement of the parties and supersede all previous understandings and agreements between the parties, whether verbal or written.

24) Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur ~~at a reasonable time after the conclusion of the Contract~~ with a mediator jointly selected by the parties. For any claim or dispute that is subject to mediation under this section, the statute of limitations and statute of repose shall not begin to run until the time period set forth in Section 30 below or upon the conclusion of mediation, whichever is later. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation, no attorney fees are recoverable. No different dispute resolution paragraph(s) in this Contract or any attachment hereto shall supersede or take precedence over this provision.

25) Progress Reports: ☒/ Applicable ☐/ Not Applicable

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

26) Consultant's Key Personnel: ☒/ Applicable ☐/ Not Applicable

If applicable, the Consultant shall assign the Key Personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change Key Personnel without the prior written consent of the City, which shall not be unreasonably withheld. Notwithstanding anything to the contrary herein, Consultant shall, within 30 (thirty) days of receipt a request from the City replace any Key Person who is not meeting City performance requirements.

The Consultant agrees that the primary personnel assigned to perform the services shall be listed in in the Statement of Work and Consultant shall not change such personnel without the prior written consent of the authorized representative of the City as designated in the SOW. The City will enforce all social equity contracting for Disadvantaged, Minority, Women, Emerging Small Business and Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE) Subconsultant commitments

submitted by the Consultant in its proposals. Failure to use the identified D/M/W/ESB/SDVBE Subconsultants without prior written consent is a material breach of contract.

27) Third Party Beneficiaries

There are no third-party beneficiaries to this Contract. Enforcement of this Contract is reserved to the parties.

28) Conflict of Interest

Consultant hereby certifies that, if applicable, its Contract proposal was made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), and that the Consultant as a proposer competed solely on its own behalf and without connection or obligation to any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) are not City officials/employees or a relative of any City official/employee who:

- (a) has responsibility in making decisions or ability to influence decision-making on the Contract or project to which this Contract pertains;
- (b) has or will participate in evaluation or management of the Contract; or
- (c) has or will have financial benefits in the Contract.

Consultant understands that should it elect to employ any former City official/employee during the term of the Contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

29) Contractual Statute of Limitations/Statute of Repose for Design Services Claims

The statute of limitations applicable to Design Services provided pursuant to this Contract shall be 2 years from the date of final completion of the project. The statute of repose applicable to Design Services provided pursuant to this Contract shall be 10 years from Final Completion of the project. The statute of limitations and statute of repose set forth herein shall not begin to run until the project reaches Final Completion, regardless of discovery of any condition, act, error, or omission. This provision shall be included in any Subconsultant agreement executed by the Consultant for the performance of services.

30) Notices and Communications

All notices and other communications concerning this Contract shall bear the Contract number assigned by the City. Notices and other communications may be delivered personally, by facsimile, email, by regular, certified or registered mail or other commercial delivery service. A notice to the City will be effective only if it is delivered to that person designated in writing in either:

- (a) the Notice of Award of this Contract,
- (b) the Notice to Proceed under this Contract, or
- (c) to another individual specifically designated by this Contract.

A notice to the Consultant shall be effective if it is delivered to the individual who signed this Contract on behalf of Consultant at the address shown with that signature, to a corporate officer if Consultant is a corporation, to a general partner if Consultant is a partnership, or to another individual designated in writing by the Consultant in the Contract or in a written notice to the City.

31) Safety

Consultant shall ensure that all Work is performed in a safe manner protective of ~~workers~~ and the environment. Accordingly, Consultant shall maintain in place a safety plan that provides for compliance with all safety laws and regulations in effect during the Term. **Consultant shall bear the cost of compliance with its safety plan. The City agrees to increase Consultant's compensation only in the event of a change of law that directly and actually results in an increase in Consultant's costs of compliance with the new law. The City reserves the right but not the obligation to issue a "halt work" order in the event of a potential life safety risk as determined at the City's discretion.**

Consultant's personnel

32) Access to Facilities

Consultant agrees that Consultant's physical or remote access to City facilities shall be subject to the security interests and health controls necessary to protect public property, City employees and the public. The City shall not be liable for any delays necessary in granting Consultant access to any portion of the facilities or systems.

33) Force Majeure

- (a) If a Force Majeure Event occurs, the Party that is prevented by that Force Majeure Event from performing any one or more obligations under this Contract (the "Nonperforming Party") will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party's inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under section 33(c).
- (b) For purposes of this Contract, "Force Majeure Event" means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Contract, except that a Force Majeure Event will not include a strike or other labor unrest that affects only one Party, an increase in prices, or a change in law.

- (c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Contract.

34) Attachments

The following attachments are incorporated into this Contract.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Compensation
- (c) Exhibit C - _____

=====

CONSULTANT SIGNATURE:

Consultant represents that Consultant has had the opportunity to consult with its own independently selected attorney in the review of this Contract. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Contract.

This Contract constitutes the entire agreement between the City and Consultant and supersedes all prior and contemporaneous proposals and oral and written agreements, between the Parties on this subject, and any different or additional terms on a City purchase order or Consultant quotation or invoice.

The Parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

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

IN WITNESS WHEREOF, the Parties hereby cause this Contract to be executed.

I, the undersigned, agree to perform work outlined in this Contract in accordance to the Terms and Conditions and the Statement of Work (Exhibit A); hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600

(Consultant's Name)

BY:_____ Date:_____

Name:_____

Title:_____

CONTRACT NUMBER: 3000XXXX

CONTRACT TITLE: PROJECT TITLE

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:
By: _____ Date: _____
Office of City Auditor

Approved as to Form:
By: _____ Date: _____
Office of City Attorney

07 PTE Disclosure Form

CITY OF PORTLAND

PTE PARTICIPATION DISCLOSURE FORM 1

This Request for Proposals (RFP) requires the Proposer to submit this PTE Participation Disclosure Form 1. **Failure to submit this form with the proposal may result in the proposal being found non-responsive and rejected.** Proposers must disclose the following information:

Please print all information clearly.

Project Name: FERC Relicense or Surrender Consulting Services Project **RFP Number:** 2037
Proposer Name: HDR Inc. **Proposer's EIN #:** 47-0680568
Contact Name: Susie Imholt **Phone:** 206-826-4721 **Email:** Susan.imholt@hdrinc.com

Proposers Total Percentage: 74%

Participation percentage of total contract amount allocated to COBID certified firms (Subconsultants only):	22%
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SUBCONSULTANT INFORMATION (please print)¹	COBID Certification²	Subconsultant Scope/Type of Work	Subcontract %
Legal Name: Archaeological Investigations Northwest, Inc. Email: ainw@ainw.com Phone #: (503) 761-6605 EIN #: 93-1086016	12290	Cultural Resources	7%
Legal Name: Hydropower Environmental Consultants LLC Email: bao.le@hecpnw.com Phone #: (503) 309-9423 EIN #: 84-3612354	13714	Fish & Aquatics, Water Quality	12%
Legal Name: Beck Botanical Services Email: calypso@openaccess.org Phone #: (360) 305-0654 EIN #: None		Terrestrial Ecology	<1%
Legal Name: Watershed Geodynamics Email: kdube@watershedgeodynamics.com Phone #: (907) 226-2010 EIN #: 20-5747691		Geology & Geomorphology	<1%

NOTE:

1. If the Proposer will not be using any Subconsultants, the Proposer is required to indicate "NONE" in the Subconsultant Information section of this form and submit this form with their proposal.
2. The Proposer and ALL Subconsultants must be listed on this form. Leave COBID certification column blank if Subconsultant is not currently certified through COBID.
3. Using 'TBD', 'N/A', or similar acronyms is not acceptable.
4. Do not enter Social Security Numbers (SSN) on this form.

SUBCONSULTANT INFORMATION (please print)	COBID Certification	Subconsultant Scope/Type of Work	Subcontract %
Legal Name: Stillwater Sciences Email: kgould@stillwatersci.com Phone #: 510-848-8098 EIN #: 94-3241861		Fish & Aquatics, Geology & Geomorphology	2%
Legal Name: Triangle Associates, Inc. Email: osmith@triangleassociates.com Phone #: (520) 405-9648 EIN #: 91-1549478	10582	Facilitation	3%
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			
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Legal Name: Email: Phone #: EIN #:			
Legal Name: Email: Phone #: EIN #:			

Exhibit F: SAMPLE CHANGE ORDER

	BUREAU NAME	LOGO

CHANGE ORDER

Consultant		Project Title	
Contract No.		Change Order No.	*SAMPLE*
Contract Date		Change Order Date	

Select	Type	Description and Reason for Change	Modification to:
<input type="checkbox"/>	Time		Project Schedule and/or Contract
<input type="checkbox"/>	Scope or Specifications		Statement of Work Acceptance Requirements
<input type="checkbox"/>	Deliverables		Statement of Work Acceptance Requirements
<input type="checkbox"/>	Price		Statement of Work and/or Contract
<input type="checkbox"/>	Terms and Conditions		Request Amendment to Contract
<input type="checkbox"/>	Other		

1. Additional time is necessary and the Project Schedule for the Statement of Work or a specific Deliverable is hereby extended through (DATE) or modified as shown on the attached Project Schedule.
2. Additional work or a change in work or Specifications is necessary. For example, changes to the Statement of Work, Deliverables and/or the Acceptance.
3. A price adjustment is necessary for the following Deliverables. These changes will NOT affect the total not-to-exceed value of the Contract. For example, price changes that show the original price and the modified price.
4. An Amendment to the Contract is requested for the following reasons. For example, any change to the total value of the Contract, the term or ending date of the Contract, or the Contract terms and conditions requires an Amendment.

The Change Order is subject to the terms and conditions of the above-referenced Contract.

The rest of the Statement of Work shall remain unchanged and in full force and effect.

CITY OF PORTLAND CONTRACTOR

Authorized Signature Date Authorized Signature Date

Printed Name Printed Name

City Project Manager
Title Title