

P-4308

AGREEMENT FOR SERVICES

This Agreement for Services (Agreement) is between the City of Portland, Oregon (City) and Kramer, Chin & Mayo, Inc., a Washington Corporation authorized to do business in Oregon (Contractor).

RECITALS:

The City of Portland, Bureau of Environmental Services, proposes to have Kramer, Chin & Mayo, Inc. prepare a Programming and Master Plan for the maintenance/stores facility and administration and laboratory facilities at the Columbia Boulevard Wastewater Treatment Plant (CBWTP), plus prepare a design for the first phase of construction. The purpose of the Master Plan is to prepare a stage development plan which will depict the location of the required spaces to accommodate the necessary functions and to be coordinated with the expansion of the wastewater treatment process expansion.

AGREEMENT:1. SCOPE OF CONTRACTOR SERVICES

(a) The Contractor shall provide to the City those services set out in Exhibit A. The Contractor shall provide the services specifically to the Bureau of Environmental Services.

(b) The Contractor shall provide the services set out in paragraph 1(a) above in accordance with the schedule set out in Exhibit C.

2. SCOPE OF CITY SERVICES

(a) To assist the Contractor in carrying out its obligations hereunder, the City shall perform the services set out in Exhibit B.

(b) The City shall perform the services set out in paragraph 2 (a) above in accordance with the schedule set in Items 1, 2, 4 listed in Exhibit B at the beginning of Task 1; Items 5, 7, 8, 9 at the beginning of Task 2.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

The City shall pay the Contractor on an actual cost plus fixed fee basis provided that the total payment to the Contractor for the work shall not exceed \$26,000 for Task 1 work. The Scope of Work in Exhibit A, Task 1, shall not be interpreted to require Contractor to incur costs in excess of \$23,101.

- A. The direct salary cost shall be the salary expense for professional and technical personnel and principals for the time they are engaged productively in work necessary to fulfill the requirements of the Agreement.
- B. The overhead costs shall be 165 percent of the direct salary costs.
- C. The direct non-salary costs shall be those costs directly incurred in fulfilling the requirements of the Agreement including without limitation; travel, reproduction, computer expense, long distance telephone, supplies purchased exclusively for work under the Agreement, fees of subcontractors, and rental of equipment rented exclusively for work under the Agreement.
- D. The fixed fee shall be \$2,899.00.

4. BILLING AND PAYMENT PROCEDURE

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

On or before the 15th day of each month, the Contractor shall submit to the City a bill for work performed by the Contractor during the preceding month. The bill shall set out the amount claimed as direct salary cost by person, hours worked, and rate per hour; the amount claimed as overhead; an itemization of the amount claimed as direct non-salary costs; and the amount claimed as fixed fee. The amount claimed as fixed fee shall be prorated in proportion to the percentage of the respective invoice, provided the Project Manager has certified the payment as due, the City

shall pay the amount certified to the Contractor. The Project Manager's certification of a payment as due, however, shall not prevent the Project Manager from later determining that the certification was in error.

Payment to the engineer is due upon receipt of the invoice by the owner. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month, or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective retroactive to August 1, 1986 and shall terminate 210 days following Contract approval for Design Tasks 1 through 13.

6. EARLY TERMINATION OF AGREEMENT

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

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

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

7. PAYMENT ON EARLY TERMINATION

(a) In the event of termination under subsection 6(a) or (b) hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6(c) hereof by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this Section.

(c) In the event of termination under subsection 6(c) hereof by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this Section, subject to set off of excess costs provided for in Section 8 (a) hereof.

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

8. REMEDIES

(a) In the event of termination under Subsection 6(c) hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided under Section 3 hereto, then the Contractor shall pay to the City the amount of the excess.

(b) The remedies provided to the City under Sections 6 and 8 hereof for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Sections 6(c) and 7(b) hereof.

9. CITY PROJECT MANAGER

(a) The City Project Manager shall be Wesley Solberg.

(b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

10. COMPLIANCE WITH LAWS

(a) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

(b) In the event the Contractor provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

11. OREGON LAW AND FORUM

(a) This Agreement shall be construed according to the law of the State of Oregon.

(b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

12. MAINTENANCE OF RECORDS

The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this Agreement.

13. AUDIT OF PAYMENTS

(a) The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by Section 12.

(b) If an audit discloses that payments to the Contractor under Section 4 were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

14. INDEMNIFICATION

The Contractor is employed to render a professional service only, and any payments made to the Contractor are compensation solely for such services rendered and recommendations made in carrying out the work. Contractor shall follow the practice of the civil engineering profession to make findings, opinions, factual presentations, and professional advice and recommendations. Contractor agrees to indemnify, defend and hold City harmless from and against any liability arising out of the

sole negligent errors or sole negligent omissions of the Contractor, its agents, employees, or representatives, in the performance of Engineer's duties under this Agreement.

15. LIABILITY INSURANCE

(a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Agreement. The insurance shall provide coverage for not less than \$100,000 for personal injury to each person, \$300,000 for each occurrence and \$300,000 for each occurrence involving property damages; or a single limit policy of not less than \$300,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each 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. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be cancelled without thirty (30) days written notice first being given to the City Auditor. If the insurance is cancelled or terminated prior to completion of the contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous uninterrupted coverage, for the duration of the contract.

(b) The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the City.

16. WORKERS' COMPENSATION INSURANCE

(a) The Contractor shall obtain workers' compensation insurance coverage for all of its workers and employees either as a carrier-insured employer or a self-insured

employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Contract is executed. A certification of insurance, or copy thereof, shall be attached to this Contract as Exhibit D, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the Contractor's workers' compensation insurance coverage expires during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The Contractor agrees to properly complete the City of Portland's Workers' Compensation Insurance Questionnaire prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit E and shall remain attached to this Agreement and become a part thereof as if fully copied herein.

17. SUBCONTRACTING

The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. Contractor agrees that if subcontractors are employed in the performance of this Agreement, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

18. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

19. INDEPENDENT CONTRACTOR STATUS

(a) The contractor is engaged as an independent contractor and will be responsible for any federal, state and local taxes and fees applicable to payments hereunder.

(b) The Contractor and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation Federal Social Security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

20. BREACH OF AGREEMENT

(a) The City or the Contractor shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection (b).

(b) Neither the City nor the Contractor shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

22. OWNERSHIP OF DOCUMENTS

(a) All work the Contractor performs under this Agreement shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Agreement. On completion or termination of the Agreement, the Contractor shall deliver these materials to the Project Manager.

(b) The Contractor may retain for its own use and at its own cost copies of the materials referred to in subsection (a).

(c) Any use the City makes of the materials referred to in subsection (a), except for purposes of the work contemplated by this Agreement, shall be at the City's risk. The Contractor will not be held liable for reuse of documents or specifications for any other project without the express written permission of the Contractor.

23. ARBITRATION

(a) Any dispute under this Agreement which is not settled by mutual agreement of the City and the Contractor within sixty (60) days of having been presented in writing to either party may be submitted to an arbitration panel. The panel shall be composed of three (3) persons, one of whom shall be appointed by the Contractor, one of whom shall be appointed by the City, and one of whom shall be appointed by the two arbitrators appointed by the City and the Contractor. In the event the two cannot agree on the third arbitrator, then the third shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitration shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as is reasonably possible. Insofar as the City and the Contractor legally may do so, they shall be bound by the decision of the panel.

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

24. NOTICE

(a) Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Wesley Solberg
Bureau of Environmental Services
1120 SW 5th Avenue, 4th Floor
Portland, Oregon 97204

If to the Contractor: Michael P. Soderquist
Kramer, Chin & Mayo, Inc.
7110 SW Fir Loop
Portland, Oregon 97223

25. CONTRACTOR'S PERSONNEL

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

Name	Capacity
<u>Dr. Paul B. Liao</u>	<u>Principal-in-Charge</u>
<u>Mr. Michael R. Soderquist</u>	<u>Project Manager</u>
<u>Mr. Dorr M. Anderson</u>	<u>Project Leader</u>

The Contractor shall not change these personnel assignments without the written consent of the Project Manager, which consent shall not be unreasonably withheld.

26. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

27. AMENDMENTS

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. The Project Manager may agree to and execute any other amendment on behalf of the City.

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

28. PROGRESS REPORTS

The Contractor shall provide monthly progress reports to the Project Manager. Each progress report shall contain the following information:

1. Work performed during past month
2. Percent completion of project
3. Work scheduled for succeeding month

29. INTEGRATION

This Agreement contains the entire Agreement between the City and the Contractor and supercedes all prior written or oral discussions or agreements.

30. NON WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

31. PROHIBITED INTEREST

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

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

32. PAYMENTS TO VENDORS AND SUBCONTRACTORS

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

33. DELETION OF AGREEMENT PROVISIONS

(1) The following Sections of the Agreement shall be of no effect: 21, 34, 40

35. PROFESSIONAL LIABILITY

(a) Contractor shall maintain professional liability insurance which shall provide coverage in the amount of \$1,000,000 to protect Contractor from any and all claims, demands, actions, and suits for errors and omissions

arising from the Contractor's work under this Agreement. The insurance shall provide that the insurance shall not terminate or be cancelled without sixty (60) days written notice first being given to the City Auditor.

(b) Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain professional liability insurance shall be cause for immediate termination of this Agreement by the City.

36. FUNDS

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

37. BUSINESS LICENSE

Contractor shall obtain a City of Portland business license as required by PCC § 7.06.010 prior to beginning work under this Agreement. Contractor shall provide a business license number in the space provided at the end of this Agreement.

38. COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this contract will not be commenced until after:

- (a) Workers' Compensation Insurance is obtained, as outlined in Section 21 above; and
- (b) this Agreement is fully executed by the parties and approved by the City Attorney's Office.

39. LIENS

The Contractor shall make payment promptly as due to persons supplying services or materials for the prosecution of the work under this Agreement. The Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of labor or materials furnished.

CONTRACTOR: Kramer, Chin & Mayo, Inc.
By: *M. Soderquist*
Name: Michael R. Soderquist
Title: Manager of Oregon Operations
Date: _____

Business License No. 323723
Tax I..D. No. 91-088-400
or Social Security No. _____

APPROVED AS TO FORM:

CITY OF PORTLAND

City Attorney

By: _____
Name: Dick Bogle
Title: Commissioner of Public Works
Date: _____

By: _____
Name: Jewel Lansing
Title: City Auditor
Date: _____

INDEX OF EXHIBITS

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Insurance Questionnaire

EXHIBIT A SCOPE OF CONTRACTOR SERVICES

Listed below are the work tasks for this project. Identified for each task are the objective and the basic approach to execute the work task, and, where appropriate, input and end product to be achieved. The scope and budget for the design services for Tasks 2 to 18 for the first stage of construction will be determined based on the recommendations resulting from Task 1 of the Master Plan.

Programming and Master Plan

Task 1: Prepare Programming and Master Plan Report

Objective: To establish the scale of each element of the project for each phase of future growth, outline the design criteria which will form the basis of the design, evaluate alternatives and prepare a master plan.

Approach: This task will involve interviews with key staff and policy meetings with the Project Review Committee. In addition the possibility of combining the industrial and plant laboratories or keeping them separate will be assessed. Following a review of available data and current operating methods, evaluations will be made. The issues will be evaluated based on background information, current operating methods, philosophies and practices of other agencies, and short- and long-term cost advantages. The study will include the following:

General:

- 1.1 Establish a Project Review Committee (PRC) as a point of contact in resolving key issues and policies.
- 1.2 Prepare needs survey and review for inventory of the following existing facilities and spaces:
 - Maintenance Shops
 - Stores
 - Administration & Operation Offices
 - Laboratory Facilities
- 1.3 Review basic facility requirements and operating policy by staff interviews. Review assumptions and policies for future expansion of the maintenance, stores, laboratory facilities and administration and operation offices.
- 1.4 Review projected project staff positions for the facilities. Identify number of employees and work shifts.
- 1.5 Determine area requirements and functional relationships of all spaces to be included in the facilities for each three phases of growth; 80 MGD, 120 MGD and 160 MGD.

- 1.6 Determine building, OSHA and fire code requirements, and design criteria for handicapped, door sizes, clearances, lighting, ventilation, utilities, etc.
- 1.7 Review requirements for computer systems such as centralized systems, network systems or small stand-alone systems. Identify space, access and support system requirements such as power backup, isolated power and interconnection, and controlled temperature environment.
- 1.8 Review requirements for communications systems such as public address, telemetry, telephone, intercom, etc,
- 1.9 Prepare conceptual layouts and analyze costs of alternatives, remodel versus new construction, operating costs of existing buildings versus new buildings, such as energy costs for heat, light, ventilation. Select preferred alternative and document in a Master Plan depicting each phase of growth with budget estimates.
- 1.10 Develop implementation schedule and space requirements for each phase of growth. Coordinate with the expansion needs for the treatment plant process.

Maintenance and Stores:

- 1.11 Based on the survey, review the extent of maintenance and repair functions to be performed for each phase of growth.
- 1.12 Based on staff interviews, identify specific space requirements for servicing and maintenance facilities: inspection and running repairs, work stations for specific tasks, wood shop, metal shop, welding shop, instrumentation and electric shop, paint shop, and materials handling requirements; shop equipment; distribution systems for compressed air and shop power; oil and grease lubricant handling; and office, lunchroom, toilet and locker room requirements for personnel.
- 1.13 Review policies on parts inventory regarding magnitude, location, distribution and space needs. Review space needs of inventory control system.
- 1.14 Determine reference area requirements for as-built records, manufacturers' O&M manuals and catalogs.
- 1.15 Determine area requirements for preventive maintenance scheduling, equipment history records, work order processing.

Administration and Operations Offices

- 1.16 Based on surveys and interviews, identify number and space needs for administrative and operations offices to be included.
- 1.17 Identify space requirements for special project offices, conference rooms, training rooms, reference area, lunch rooms and storage vault.

- 1.18 Determine space requirements for public access, tour groups, buses, parking, lobby, reception, displays.
- 1.19 Review space requirements for data processing, word processing, accounting and records management. Integrate results of work already done by CBWTP personnel.

Laboratory:

- 1.20 Based on survey and interviews, identify extent of laboratory functions to be performed, current and future.
- 1.21 Review type, number and frequency of samples to be taken, sample preservation and storage requirements.
- 1.22 Determine type, number and frequency of analyses to be performed.
- 1.23 Identify space duplication between laboratories and need for similar but separate equipment and glassware. Identify personnel for relocatability, accuracy and timeliness. Consider relocating some Tryon Creek WTP laboratory activities to CBWTP.
- 1.24 Review utilization of specialized equipment such as gas chromatographs in each laboratory and assess possibilities for limiting such equipment to only one laboratory.
- 1.25 Determine space requirements for work stations for specific tasks: for example, separate rooms for chemical, microbiological and bioassay analysis; sample preparation and storage; weighing apparatus; offices; and glassware and chemicals storage.
- 1.26 Identify special utility requirements for power, potable water, deionized water, distilled water, vacuum, fume hoods, temperature control and lighting.
- 1.26 Assess expansion options at each laboratory and feasibility of fulfilling the functions of both labs in one location. Investigate concept of phased consolidation over time.
- 1.27 Determine requirements for data processing, data logging, data reduction, data trending, report generation such as computer based system or use of forms and hard copy files.

Input from City: Available data, interviews, survey forms and policy meetings. Process Control Center will be by others.

Product: The master plan for the maintenance/stores/administration offices/ laboratory facilities will include initial requirements and the projection of facility needs for the future phases of growth of the facility. The results of this task will be documented in a Programming Report, detailing for each of the basic elements the space requirements necessary for design of the facility. The Master Plan will show the proposed locations for each phase of growth facilities. Each space will be described with its function, equipment and furnishing list and area needs. Following review by the city of the draft report, comments will be

incorporated. This comprehensive document will serve as the basis for building design and site planning for the selected first stage construction.

Schematic Design - First Stage Construction

Task 2: Functional Design Concept Plans

Objective: Based on approved information from Task 1, develop alternative building layouts which depict the functional relationship, and show circulation and work flow patterns.

Approach: Based on owner survey of existing equipment and furnishings, a list of new and replacement equipment will be prepared. The alternative building configurations will be prepared at a scale of 1/8 inch = 1 foot. Each concept will identify the functional space arrangements encompassing all the required elements included in the Programming Report. The alternate plans will be reviewed with the Project Review Committee. Comments will be incorporated into the plans. Budget cost estimates will be prepared for the equipment and furnishings.

Product: Two alternatives which best satisfy functional requirements. Concept plans for each facility will be provided. Each concept will include a plan for efficient and economical future expansion.

Task 3: Predesign Soils Investigation

Objective: To determine engineering properties of soils and soil foundation conditions for design of structures and pavements.

Approach: Assemble existing soils data and perform a preliminary soils exploration if necessary to estimate foundation-bearing conditions and pavement thickness for use in evaluating alternatives and preparing schematic cost estimates. Review existing data to establish requirement for pile-supported structures.

Input: Existing Site Soils Report.

Product: A technical memorandum will be prepared.

Task 4: Topographic and Utility Survey

Objective: To prepare site topographic and utility survey of the proposed site.

Approach: Where possible, use the as-built topographic survey and utility drawings, and field check. Prepare to the scale of 1 inch = 20 feet a plan of the existing site, buildings and utilities in the area of the proposed new buildings.

Input: Existing property survey and as-built drawings.

Product: Topographic map of the existing site in the area of proposed new buildings.

Task 5: Alternative Site Schematic Designs

Objective: To develop an optimum schematic design for the site, using building designs developed in Task 6. Consider vehicle and pedestrian traffic conditions, parking and service vehicle access.

Approach: Alternative site plans will be developed based on access options and building concepts prepared concurrently. The plan should be integrated with the ultimate treatment plant expansion plan to confirm space availability. Employee parking areas, internal circulation routes and buildings will be designed for safe operation and efficient traffic flow. Alternative concepts will be evaluated and the preferred concept will be selected. The site concept plan and budget estimate will then be developed for the first-stage construction plan. The ultimate building configuration and circulation plan will also be developed at a scale of 1 inch = 40 feet.

Input will be received from site analysis and soils investigation to determine site conditions that would influence site planning, such as localized soil conditions, easements, utilities and access restrictions.

Product: Preferred schematic site plan and budget cost estimate.

Task 6: Building Schematic Design

Objective: To develop an optimum schematic design for each building as defined by the Programming Report and available construction budget. This task coordinates with Task 5 designs for the site and Task 2 for functional and equipment needs.

Approach: Identify the best building configurations encompassing all the required elements included in the Programming Report and construction budget limitation. Alternatives which best satisfy functional requirements and best fit site concept constraints will be evaluated. The preferred plan for the maintenance/stores and administration/laboratory buildings will be selected. Based on the building design concept, a budget cost estimate will be developed. Building configurations will be developed based on an industrial engineering approach to assure that efficient relationships among maintenance and support areas are maintained, and to provide flexibility to accommodate future changes in space allocation among shop functions.

Product: Preferred schematic building plan and budget cost estimate for first stage construction.

Preliminary Engineering Design - First-Stage Construction

Following approval of the schematic plans, work can now begin on preliminary engineering for contract documents on the building system and shop equipment selection for the first stage construction.

Task 7: Final Soils Investigation

Objective: To prepare a supplemental soils investigation based on the approved site plan and building locations as required.

Approach: A review of the existing site soils report will be made to determine if additional investigation is required.

Input: Survey base line and approved site layout of construction, and existing site soils report.

Product: Technical memorandum summarizing recommendations.

Task 8: Maintenance Equipment Selection and Layout

Objective: To review current proposed procedures for servicing and maintenance to use as a guide for the functional design. Based on the maintenance, repair and operational functions to be performed, identify equipment and prepare a functional layout for each work space.

Approach: The number and type of equipment and furnishings for each function to be included in the first-stage construction will be determined for the maintenance, service, office and laboratory spaces. These decisions will be based on input from the CBWTP staff, including preferred equipment (by brand name), and the KCM team, as well as a review of current industry practices. Equipment will be identified by type with space requirements, utility, ventilation and other needs. Equipment and furnishings would be superimposed on the Task 10 plans.

Input: Task A and a list of preferred equipment by brand name and accessories from the CBWTP staff, as well as a list of equipment to be relocated.

Product: Functional plans equipment list, preliminary specifications and catalog clips.

Task 9: Site Improvement Preliminary Plans

Objective: To evaluate alternative construction materials, and prepare preliminary designs and preliminary specifications for the site improvements.

Approach: Based on the approved site plans, an engineering evaluation will be prepared on alternative construction methods and materials. Then preliminary designs will be prepared incorporating any modifications resulting from agency meetings. Specifications will be prepared for site improvements including demolition, grading, sewers, water, other underground utilities, paving, curbs, walks, fences and the storm water separation system. Preliminary plans for demolition and construction of the initial paving will be prepared. This task will also include site-related lighting, power, communications and landscaping.

Product: Preliminary plans and preliminary specifications.

Task 10: Building Preliminary Plans

Objective: To develop preliminary plans and outline specifications for each of the project buildings in the first stage construction.

Approach: Based on the approved concept design, prepare functional plans for each building. Preliminary architectural plans and elevations will be prepared at a scale of 1/8 inch = 1 inch. Built-in cabinet work will be identified. The plans will then be reviewed with user staff and will be refined to incorporate their comments. A detail code analysis will be prepared at this stage in the design development to guide the selection of building walls, doors, structural elements and major equipment items. These plans will be reviewed with building officials for code compliance.

Alternative designs will then be developed and evaluated for the architectural features, the structural systems, the heating and ventilation systems, special piping and water systems, and the lighting systems as required. As an option, life-cycle cost studies will be prepared on the HVAC and building materials. Exterior elevations and building sections will be prepared to depict materials' surface finishes and typical architectural details. Preliminary structural engineering plans will be prepared defining the type of structural system selected. Mechanical engineering plans will depict the concept for the heating/ventilation, fluid-dispensing systems, special ventilation systems, air system and other mechanical features. Electrical engineering plans will outline the typical building lighting patterns, and communication, security and power systems.

Specifications and catalog clips will be assembled covering major components of the building, including mechanical and electrical equipment, and fixtures. Unique features such as ventilation control and interlock safety systems, communications, security and fire protection systems, roofing materials, etc., will be covered.

The Project Schedule will be updated covering final design, building permits, bidding and construction phase.

Preliminary design material will be submitted for review by the City. A meeting will be held with the City and comments received will be addressed and resolved, and appropriate revisions will be incorporated into the plans.

Input: Plans from Tasks 8, 9 and 10.

Product: Building preliminary plans and specifications.

Final Design and Cost Estimating - First-Stage Construction

Preliminary engineering design documents will be used to finalize the contract documents.

Task 11: Site Improvements Contract Documents

Objective: To prepare detailed designs, contract plans, specifications and engineer's estimate for construction of the site improvements.

Approach: Final design will proceed, incorporating any modifications resulting from the City's and agency reviews. Contract plans and specifications and an engineer's estimate will be prepared for site improvements, such as site grading; drainage, water and sewer systems; hydrants; underground utilities; paving; curbs, gutters, walks, fences and

gate; and pavement markings and traffic signs. The design will include storm water detention/separation if required and demolition of existing buildings. This task will also include site-related lighting, landscaping, irrigation, power and communications.

Product: Contract documents as outlined in Task 12.

Task 12: Building Contract Documents

Objective: To prepare detailed designs, contract plans, specifications and an estimate for construction of the buildings for first stage construction.

Approach: Final design will proceed incorporating any modifications resulting from the City's and agency reviews. Contract plans, specifications and an estimate of probable costs will be prepared for all buildings including the administrative, maintenance, stores and laboratory facilities, as indicated in the first-stage construction.

Architectural plans will be prepared, and will include plans, sections, details, materials, and door and finish schedules. All building dimensions will be shown on these drawings. Structural plans, sections and details will cover the building and special features, such as pits, lift pits, and crane and equipment support structures. The mechanical design plans will cover HVAC, special ventilation, compressed air, fluid-dispensing, fire protection and plumbing systems; sump pumps; underground tanks; and roof and floor drains to five (5) feet from the building. Connection requirements for future equipment will be included. The electrical design will be finalized and plans prepared showing the power, communication, security and lighting systems; fixture schedules; lighting control diagrams; and panel schedules. The electrical interlock control systems will be coordinated with the mechanical design.

Specifications and bid documents will be prepared following a CSI format and the City's General Conditions. The specifications will cover each element of the project.

Design calculations will be submitted covering structural design, as required. The final estimate of probable project costs for the building and equipment will be prepared in this task. The project schedule will be updated to cover the building permit, bidding and construction phase of the project. Throughout the final design process, weekly progress reports and meetings, if appropriate, will be held to discuss status of the work. Final design material will be submitted at the 50 percent completion stage for review and comment. The documents will then be revised to incorporate staff comments and comments received from affected state and city agencies.

Input: The City will be responsible for preparing the General Conditions for the project and printing the plans, specifications and detail book for bidding.

Product: Contract documents for the site and buildings. One original set of the 100 percent complete tracings on Mylar, suitable for blueprinting will be furnished. One set of specifications suitable for offset printing

and one set each of the calculations and cost estimates will be furnished. Drawing size will be 22 by 34 inches.

Task 13: Special Equipment and Furnishings Contract Documents

Objective: To prepare contract plans, specifications and estimates for special equipment and to provide contract documents for all furnishings not relocated, a schedule of finishes, signage and graphics.

Approach: Final design will proceed, incorporating any modifications resulting from agency and staff reviews. Equipment layout plans showing location and required clearances will be prepared for special equipment such as paint booths, cranes, maintenance equipment, machine tools, shop furnishings, materials handling equipment, storage units, service reels, etc. Plans will be developed for relocating existing built-in shop equipment following a sequence and schedule which will minimize out-of-service time. The functional plan will be prepared for the equipment relocation and refurbishing, providing necessary utilities, power, water, etc.

Specifications and probable cost estimates will be prepared for the equipment. The furnishing-placement drawing will depict for offices and employee spaces the location of all furnishings. This will include furniture, carpeting, wall-hung materials, boards and audio/visual training equipment. Special cabinet work, shelves, counters and racks tailored to meet particular needs, such as laboratories, etc., will be detailed on the architectural plans. Finish color board and finish material sample board will be prepared for review and approval. Graphic wall treatments will be detailed and colors will be scheduled. Safety and warning signs and striping for hazardous areas in the shops and onsite will be located on a set of plans. Details for all information signs will be provided. Specifications and cost estimate for furnishings and signage will be included in this task.

Input: As-built drawings and specifications for existing equipment with identification of any deficiencies. Identification of furnishings to be supplied by the City.

Product: Equipment, furniture, signage and graphics plans, specifications and estimate.

Task 14: Assistance During Bid Phase

Objective: To assist in preparation and furnishing of contract addenda, participation in prebid conferences and the bid opening, analysis of the bids submitted, and interpretation and clarification of the contract documents.

Approach: KCM will assist in preparing the clarification addendum for the project. We will respond to contractor questions and attend the prebid conference. The consultant will respond to Building Department plan review comments and prepare material for addenda as necessary. KCM will attend the bid opening and analyze the bids, and make a recommendation on acceptance.

Product: Addenda and clarification of contract documents.

Construction Phase Assistance - First-Stage Construction

KCM's responsibilities during this phase, if selected, will consist of the following services:

Task 15: Preconstruction Meetings and Shop Drawing Review

Objective: To participate in preconstruction meetings, and to review contractor submittals for conformance with contract documents.

Approach: All shop drawings will be recorded and those to be distributed for maintenance staff or agency review will be identified. KCM staff will review the shop drawings, materials, fixtures and equipment submittals for products to be used in the project for conformance with the contract documents. Following review, submittals found to be deficient will be tracked until compliance with the contract documents is achieved. The KCM team will review and select field samples of surface finishes and colors.

Product: Record set of contractor-prepared detail drawings, equipment and furnishing specification sheets.

Task 16: Periodic Site Visits, Field Records and Survey

Objective: To visit the work site to observe construction progress and record progress, review payment requests, and check accuracy of the work by a survey clerk.

Approach: During the progress of construction, the KCM team will review the contractor's work by periodic site visits and prepare progress reports on his observations. The consultant will schedule site visits by the original design architect and civil, structural, mechanical and electrical engineers. The KCM team will review the quality of the workmanship and check for general compliance with the contract documents. Work that does not conform with the contract documents will be rejected. For coordination and control, KCM will meet regularly with City staff and the contractor. KCM will review and check the contractor's progress against his submitted schedule and will promptly notify the City and the contractor of any observed failure of adherence to the schedule.

Product: Technical memorandum on progress and observations.

Task 17: Advise on Change Order Requests

Objective: To prepare or advise on contract change order requests.

Approach: This task will include preparing independent estimates, analyzing and recommending disposition of proposals by the contractor for minor changes in the work, and preparing appropriate change orders for approval.

Product: Change order documentation.

ADDITIONAL SERVICES OF THE CONSULTANT

If authorized in writing by the City, the Consultant will furnish or obtain from others additional services of the following types which will be paid for the City as additional services.

- A. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the project.
- B. Preparation of, after completion of the project, a complete set of the "record drawings" on mylar reproducibles. The record drawings show plan and specification deviations and changes, including grades, locations, substitutions, and alterations, and will be based solely upon marked-up drawings, a certified survey and other information furnished by the general contractor to the Consultant.
- C. Providing additional services due to significant changes in the general scope of the project or its design including, but not limited to, changes in size, cost complexity or character of construction.
- D. Revising previously approved studies, reports, design documents, drawings or specifications.
- E. Preparing as-built drawings on existing buildings, including mechanical, electrical, structural and utility systems.
- F. Preparing detailed renderings (other than a perspective rendering), exhibits or scale models for the project.
- G. Furnishing additional copies of reports and additional prints of drawings and specifications.
- H. Performing investigations involving detailed consideration of operations, maintenance and overhead expenses; preparing rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material and labor; and providing material audits on construction performed by City staff.
- I. Providing additional services resulting from more than one general construction contract, or separate construction contracts for different building trades, or separate equipment contracts.
- J. Preparing special change orders requested by the City.
- K. Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract.
- L. Providing additional or extended services during construction made necessary by: 1) work damaged by fire and other cause during construction, 2) defective or neglected work of the contractor, 3) prolongation of the construction contract time by more than 10 percent, 4) accelerations of the work schedule involving services beyond normal

working hours and 5) default under the construction contract due to delinquency or insolvency.

- M. Provide a value engineering analysis of the preliminary design over a one-week period by a panel of experts composed of a certified VE, and Consultant and DTS staff members who have not been involved in the project design. They will be selected to cover each of the disciplines: architecture, structural, electrical and mechanical engineering, and transit. The panel will examine the principal cost items of the facility, its components and systems. The objective will be to optimize the design considering initial cost, functional needs, and operating and maintenance costs. Following the initial review, response from the designers will be made. This will then be incorporated into a report listing the possible changes to the design which could be made to reduce cost.
- N. Providing extensive assistance in the initial startup and test operations of equipment or systems and the preparation of manuals of operation and maintenance.
- O. Additional services in connection with the project including services normally furnished by the City and services not otherwise provided for in this proposal.
- P. Preparing to serve and serving as an expert witness in any litigation or other proceedings involving the project.
- Q. Providing of surveys, soils and testing during the construction phase.
- R. Providing of resident inspectors at the site to continuously observe the construction sample materials for testing, inspect materials and workmanship, interpret plans and specifications, and record the progress of the job.
- S. Preparing office furniture selection, graphic and signage plans. The furnishings placement drawing will depict for offices and employee spaces the location of all furnishings. This will include furniture, carpets, wall-hung materials, boards and audio-visual training equipment. Special work benches and racks tailored to meet particular needs, such as upholstery sewing tables, glass storage racks, paint tables, electrical repair test tables, battery-charging racks, sheet metal shop benches, etc., will be detailed on the plans. Graphic wall treatments will be detailed and colors will be scheduled. Safety and warning signs and striping for hazardous areas in the shops will be located. Details for all information signs will be provided. Specifications and cost estimates for furnishings and signage will be included in this task.
- T. Preparation of a full environmental impact statement with public involvement programs and special public hearings.
- U. Provision of an acoustic analysis of the site and building for noise control.

- V. Preparation of construction documents for offsite improvements to serve the project.
- W. Provision of extensive assistance in the evaluation of substitute equipment of systems from that recommended or specified.
- X. Preparation of a systems O&M manual based on submittal data. The building systems as installed would be diagrammed with supplemental photos of the actual installation to provide a guide to the location of all control devices and adjustment points. Control and interlock wiring diagrams will be assembled where available. A description will briefly explain the operating sequence and concept. A troubleshooting list will be prepared for each system. Where necessary, a maintenance and testing procedure will be described, and a schedule will be included with parts list, suppliers, names, suggested spare parts, tools, etc.

EXHIBIT B
SCOPE OF CITY SERVICES

The City shall assist the Contractor in carrying out its obligations under the agreement by providing the following specific services for Task 1 as defined in Exhibit A.

1. As-built drawings for the existing site laboratory, office and shop buildings and other affected facilities including contour, utilities, right-of-way boundary maps, description of easements, and soils data.
2. Provide all available information as to the City's requirements and information pertinent to the design including the equipment list, environmental assessment, and the Process Facility Master Plan.
3. Complete survey questionnaire form for each functional area.
 - o Provide space and furnising requirements for each group.
 - o Identify functional descriptions for each group.
 - o Personnel requirements of each group.
 - o Facilities required by each group.
 - o Equipment needs by each group.
4. Guarantee of access to enter and public and private areas as required for the survey, design and soils investigation.
5. Provide a commitment of City staff time to support the project; organize and attend meetings with the review agencies and the Project Review Committee, plus review all submittals within one week.
6. Name plate information on all equipment to be relocated. Fill out survey form on existing equipment to determine condition, utility requirements, space needs, availability, etc.
7. List of furnishings to be supplied or relocated by the City.
8. Definition of the Security, Communication, Computer and radio system and equipment installation requirements.
9. Approvals of all governmental agencies having jurisdiction over the project.

EXHIBIT C

SCHEDULE

The Contractor and the City shall provide the services set out in accordance with the following schedule.

1. The Contractor shall provide budget cost data within 84 days following receipt of notice to proceed.
2. The Contractor shall provide Task 1 within 210 days following the signing of the contract.
3. The City shall provide information set out in Schedule B in a timely manner. Timely shall mean within reasonable periods following written requests for specific information. Data requests will generally be made available within 21 days.
4. The schedule for Design Task 2 thru 18 shall be determined following identification of the first stage of construction and City approval of the Master Plan Report.

ACORD CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY)

8-12-86

PRODUCER EXHIBIT D

HURLEY, ATKINS & STEWART, INC.
500 FAIRVIEW AVE. NORTH
SEATTLE, WA 98109
TEL: (206) 682-5656

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

158934

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** American States Insurance Company

COMPANY LETTER **B** Pacific Marine Insurance Company

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

ramer, Chin & Mayo, Inc.
917 - 1st Avenue
eattle, WA 98101

COVERAGES

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
					EACH OCCURRENCE	AGGREGATE
GENERAL LIABILITY	01AP098395-01	5-27-86	5-27-87	BODILY INJURY	\$	\$
<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$ 1,000,	\$ 1,000,
<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY		\$ Incl.
<input checked="" type="checkbox"/> CONTRACTUAL						
<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE				BODILY INJURY (PER PERSON)	\$	
<input checked="" type="checkbox"/> PERSONAL INJURY				BODILY INJURY (PER ACCIDENT)	\$	
AUTOMOBILE LIABILITY				PROPERTY DAMAGE	\$	
<input type="checkbox"/> ANY AUTO				BI & PD COMBINED	\$	
<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)						
<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)						
<input type="checkbox"/> HIRED AUTOS						
<input type="checkbox"/> NON-OWNED AUTOS						
<input type="checkbox"/> GARAGE LIABILITY						
EXCESS LIABILITY				BI & PD COMBINED	\$	\$
<input type="checkbox"/> UMBRELLA FORM						
<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	86WC02301	4-15-86	4-15-87	STATUTORY		
				\$ 500, (EACH ACCIDENT)		
				\$ 500, (DISEASE-POLICY LIMIT)		
				\$ 500, (DISEASE-EACH EMPLOYEE)		
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Consulting Engineering Services performed by the Name Insured for the Certificate Holder as respects the Maintenance Store Administration and laboratory at Columbia Blvd. Wastewater Treatment Plant Project. The City of Portland is an additional Insured under the General Liability coverage but only as respects work performed or them by the Named Insured.

CERTIFICATE HOLDER

City of Portland
Room 202, City Hall
220 S.W. 5th
Portland, OR 97204

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
John P. Doran

John P. Doran



CITY OF

PORTLAND, OREGON

WORKERS' COMPENSATION INSURANCE QUESTIONNAIRE

(To be completed by contractor's representative and attached to each contract, P.O., etc. requiring the performance of labor.)

- 1) Contractor's Name Kramer, Chin & Mayo, Inc.
- 2) Contractor's Representative Don M. Anderson P.M.
Signature and Title
- 3) Contract Number or Description _____
- 4) Contractor's business is Consulting Engineering
- 5) Is Contractor employed in any other capacity? Yes ____ No X
- 6) If so, what is that employment? _____
- 7) Is Contractor provided any assistance whatsoever in the performance of its business? Yes X No ____ (For example: volunteer, secretarial, family or bookkeeping help.)
- 8) Is Contractor a sole proprietor at the time this contract is let? Yes ____ No X (All work is performed by the individual contractor without the assistance of others.)
- 9) Will Contractor use employees or subcontractors in the performance of this contract? Yes X No ____
- 10) Does Contractor know that it is responsible for providing workers' compensation insurance if the Contractor uses the assistance of others in the performance of its sole proprietorship in any manner or the Contractor plans to use other individuals to assist in the performance of this contract? Yes X No ____
- 11) If Contractor currently uses the assistance of employees, subcontractors, family members, or any other people or plans for such assistance in the performance of this contract, please provide the name of Contractor's workers' compensation insurance carrier in the space provided. Pacific Marine Insurance Co., P.O. Box C19139, Seattle, WA 98109 Policy No. 86-WC-02301 Exp. 5-15-87

12) If Contractor does not use the assistance of others at the time this contract is let, and if Contractor will not use the assistance of others in the performance of this contract, please circle the appropriate exemption as described below:

I) Contractor's business is organized as a sole proprietorship (all work will be performed by the individual contractor without the assistance of others - no employees or subcontractors.)

II) Contractor's business is organized as a partnership not engaged in work performed in direct connection with the construction alteration, repair, improvement, moving or demolition of an improvement on real property (all work will be performed by the partners themselves without the assistance of others - no employees or subcontractors.)

III) Contractor's business is organized as a corporation (all work will be performed by corporate officers who are also directors of the corporation who have a substantial ownership interest in the corporation.)

IV) Other - describe _____

13) Bureau Representative *M. Polley* Sr. Eng.
(Signature and Title)

14) Date 8/20/86

ORDINANCE NO. **158934**

An Ordinance authorizing a contract with Kramer, Chin and Mayo, Inc., to prepare a Programming and Master Plan for the maintenance/stores facility and administration and laboratory facilities at the Columbia Boulevard Wastewater Treatment Plant, and to prepare plans and specifications for the first phase construction, authorizing the drawing and delivery of warrants, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. It is necessary to obtain the services of a consulting engineering firm knowledgeable in maintenance/stores, administration and laboratory facilities for wastewater treatment plants.
2. The purpose of this contract is to determine the immediate and future needs for maintenance/stores, administration and laboratory facilities and then design and prepare plans and specifications for construction of the first phase of these facilities.
3. The consultant selection process has been conducted in accordance with Chapter 5.68 of the Code of the City of Portland.
4. The Consultant Selection Committee interviewed three MBEs for this contract and recommends that Kramer, Chin and Mayo, Inc. be retained for performing of said planning and design services and the Administrator of the Bureau of Environmental Services and the Commissioner of Public Works concur with this recommendation.
5. The MBE/FBE participation in this project is approximately 91 percent of of the total contract with the FBE portion equal to 10 percent of the total contract.
6. The Programming and Master Plan portion of this contract will be completed at a cost not to exceed \$26,000.
7. The Bureau of Environmental Services will return to the Council to request an amendment to this contract to proceed with design of first phase facilities when cost of these services are known upon completion of the Master Plan.
8. That funds are available in the 1986-87 Sewage Construction Fund Budget.

ORDINANCE No.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works and the Auditor hereby are authorized to enter into a contract with Kramer, Chin and Mayo, Inc., to prepare a Programming and Master Plan for the maintenance/stores facility and administration and laboratory facilities at the Columbia Boulevard Wastewater Treatment Plant, and prepare plans and specifications for first phase of construction, at a cost not to exceed \$26,000 for the Programming and Master Plan, in accordance with the form of Agreement attached as Exhibit A.
- b. The Mayor and Auditor hereby are authorized to draw and deliver warrants payable to Kramer, Chin and Mayo, Inc., chargeable to the 1986-87 Sewage Construction Fund Budget, RU 147, BUC No. 17202383, Object Code 210, Project No. 4308, when demand is presented and approved by the proper authorities.

Section 2. The Council declares that an emergency exists because the Master Plan needs to be completed in sufficient detail for FY 88-92 Capital Improvement Program budgeting; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **AUG 27 1986**

Commissioner Bogle
W.J. Solberg:em
August 20, 1986
BUC 17202383
E/R Code 210

Jewel Lansing

Auditor of the City of Portland

By

Doris E. O'Leary
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
BOGLE	✓	
LINDBERG	✓	
SCHWAB	✓	
STRACHAN	✓	
CLARK	—	

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Calendar No.

1744

ORDINANCE No. 158934

Title

An Ordinance authorizing a contract with Kramer, Chin and Mayo, Inc., to prepare a Programming and Master Plan for the maintenance/stores facility and administration and laboratory facilities at the Columbia Boulevard Wastewater Treatment Plant, and to prepare plans and specifications for the first phase construction, authorizing the drawing and delivery of warrants, and declaring an emergency.

Filed AUG 21 1986

JEWEL LANSING
Auditor of the CITY OF PORTLAND

By Nancy Dunford
Deputy

INTRODUCED BY	
Commissioner Bogle	
NOTED BY THE COMMISSIONER	
Affairs	
Finance and Administration	
Safety	
Utilities	
Works <i>Dick Bogle</i>	
BUREAU APPROVAL	
Bureau: Environmental Services	
Prepared By:	Date:
W.J.Solberg:em	August 20, 1986
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head: <i>[Signature]</i> John Lang, Administrator	
CALENDAR	
Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>
NOTED BY	
City Attorney	
City Auditor	
City Engineer	