

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NO. _____

SHORT TITLE OF WORK PROJECT: _____

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Brown & Caldwell, hereafter called Contractor. The City's Project Manager for this contract is Lloyd Stauning.

Effective Date and Duration

This contract shall become effective on January 30, 2007 (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on January 30, 2012.

Statement of Work

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

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$589,792.00 for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____

Address: _____

Social Security #: _____

Federal Tax ID #: _____ State Tax ID #: _____ Business License # _____

Citizenship: Nonresident alien Yes No

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

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: _____
Signature/Title _____ Date _____

CITY OF PORTLAND SIGNATURES

Approved by Director,
Environmental Services : _____
Dean Marriott _____ Date _____

Approved as to form
by City Attorney: _____
Office of City Attorney _____ Date _____

NOTED

D.H.

CITY ATTORNEY

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

1. Access to Records

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

2. Audits

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

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

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

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Funds

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

5. Early Termination of Agreement

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

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

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

6. Payment on Early Termination

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

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

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

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

7. Remedies

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

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

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

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

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

9a. Indemnity - Claims for Other than Professional Liability

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

9b. Indemnity - Claims for Professional Liability

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

9c. Indemnity - Standard of Care

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

10. Insurance

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

11. Ownership of Work Product

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

12. Nondiscrimination

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

13. Successors in Interest

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

14. Severability

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

15. Waiver

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

16. Errors

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

17. Governing Law

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

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Purchasing Agent to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

20. Prohibited Interest

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

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

21. Payment to Vendors and Subcontractors

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

Merger Clause

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

OPTIONAL PROVISIONS (selected by City Project Manager)

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

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

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

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

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

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

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

Exhibit A
Oak B Basin Relief & Reconstruction Project
Agreement for Professional, Technical, or Expert Services
Scope of Work

Overview

The project is bounded on the south by Oak Street, on the north by Couch Street, on the west by 10th Street, and the east by 22nd Street. This project will improve capacity on pipes ranging from 10-inch to 14-inches in diameter. It will also replace or repair poor condition pipe ranging from 10-inches to 21-inches in diameter. When complete, this project will remove 422 basements from flooding risk and will improve reliability throughout the basin.

The Bureau of Environmental Services (BES) has completed a pre-design and identified the alternative to be developed into bid documents for construction. BES has completed the modeling for the basin providing conveyance requirements for the new pipe system and identified the alignment for the new pipe system. This information will be provided to the consultant. The consultant will be responsible for preparing bid documents for the construction of this new pipe system. The planned improvements are illustrated and attached in Figure 1 and include the design of up to 10 curb cut extension in-flow control facilities on Ankeny Street between 16th and 20th streets.

The City of Portland Office of Transportation is currently in the design phase of a road improvement project on Burnside and Couch between 3rd Avenue and Sandy Boulevard. This project, named the Lower East Burnside and Couch Reconfiguration, will be immediately above sewers to be constructed as a part of the Oak B Relief and Reconstruction Project. BES intends to expedite that portion of its project that is within the footprint of PDOT's project, Phase I, to insure that the roadway improvements can be constructed during the winter and summer of 2008.

The project is in a high traffic area. Heavy traffic streets subject to construction disturbance include SE 11th Avenue, 12th Avenue, 20th Avenue and E. Burnside Street. Along 11th, 12th and 20th only one lane will be available during construction.

Task A - Project Management Services

The purpose of the project management services is to develop the administrative procedures that will be used to plan and monitor the progress of the project throughout the duration of the contract. Specific items to be addressed as part of this task include:

- (a) Project monitoring and progress reporting
- Oversee and coordinate the consultant team to ensure qualified technical and support staffing is provided for each subtask.

- Conduct regular internal status reviews to develop and monitor specific action plans for maintaining budget, schedule and quality.
 - Conduct bi-monthly reviews between Project Delivery Officer and BES to review performance and identify any corrective actions required.
- (b) Development of project task work plans
- Prepare detailed Project Management Plan that includes QA/QC procedures; maintain and update the Project Management Plan through the project. Submit this to BES for review and approval.
 - Conduct a Project Kickoff Workshop to present the Project Management Plan, discuss project elements, introduce team members, task leads, project and task timelines and milestones, review communication channels and protocols.
- (c) Budget and schedule control procedures
- Conduct regular internal status reviews to develop and monitor specific action plans for maintaining budget, schedule and quality.
- (d) Invoicing and billing procedures
- Prepare monthly invoices, provide updated project schedules with both baseline milestone dates and actual milestone dates in MS Project. Invoices shall include status report with work accomplished to date by task, as identified in the scope, and personnel accomplishing the task.
 - Monthly progress report needs to include:
 - ◆ Updated schedule showing percent complete for each task and subtask.
 - ◆ Budget by task showing hours and dollars billed for the month.
 - ◆ List work done for each subtask that month, and the work expected to be done in the upcoming month.
 - ◆ List known design issues.
 - ◆ List any deliverables not delivered by BES that could affect the design schedule.
 - ◆ Include Subcontractor Utilization Form.
- (e) File documentation procedures
- Documentation procedures shall mirror the Bureau's protocol for maintenance of permanent records.
- (f) Quality Assurance and Control procedures
- Ensure internal QA/QC procedures are adhered to as defined in the Project Work Plan. QA/QC protocols shall conform with the standards identified in BES Manual #2, *Engineering Services Quality Manual*.
- (g) Decision making protocols
- Ensure all issues requiring resolution/decision by senior staff or BES are resolved at the appropriate level as described in the Project Management Plan.
- (h) Communication protocols
- Conduct regular communication with BES project manager throughout the project. Communication should be forward looking proactive rather than reactive for timely resolution of upcoming work items.
 - Conduct bi-weekly meetings with BES and other stakeholders to review any current tasks and issues that have a bearing on meeting project goals

and milestones. Prepare agenda and meeting minutes for all bi-weekly meetings. Attend other project meetings as requested by BES.

- Identify interagency coordination needs and dates for decisions such that baseline project schedules may be maintained.

Task B - Project Design Services

The Bureau of Environmental Services has completed a pre-design and identified the alternative to be developed into bid documents for construction. BES has completed the modeling for the basin and provided conveyance requirements and the alignment for the new pipe system. BES is currently performing field investigations including topographic survey, and geotechnical investigations.

The project will consist of completion of bid documents for improvements within the footprint of PDOT's Lower East Burnside Couch and the remainder of the improvements within the sub-basin. The consultant has responsibility for performing the following services:

1. Data Review & Collection

- 1.1. Collect and review data pertinent to the project, including but not limited to, existing as-built utility information, operation and maintenance records, hydraulic models, geotechnical reports, GIS data, environmental reports, traffic count data, roadway channelization, available data on proposed plan for Burnside-Couch Traffic Couplet, etc.
- 1.2. Review provided geotechnical and geological information and develop design parameters and methodologies for the construction of the improvements to meet the anticipated subsurface conditions. In addition, the consultant shall perform a single 75 foot-deep rotary mud boring near the proposed location of the shaft structure and material testing for the bore samples.

Assumptions: This service includes packing excavation spoils in drums, removal and temporary storage of spoils at a nearby site designated by the City, and final transport of the spoils to a clean fill site or the Hillsboro Landfill. The City will perform chemical analyses of the spoils and, if necessary, negotiate and pay the tipping fee at the Hillsboro Landfill.

- 1.3. Review the provided environmental contamination reports; update level 1 (non intrusive) ESA deemed relevant to the project; identify data gaps and additional contaminated data requirements. Prepare and perform a plan to fulfill identified data requirements, and prepare an interpretative report categorizing contaminated data, estimating material quantities and recommending handling procedures. Upon approval of such report by BES and DEQ, and direction by BES, produce a Contaminated Media Management Plan (CMMP) to be integrated in the bid documents.

Assumptions: The sampling plan cost is estimated to include 50 borings. This

service includes packing excavation spoils in drums, removal and temporary storage of spoils at a nearby site designated by the City, and final transport of the spoils to a clean fill site or the Hillsboro Landfill. The City will perform chemical analyses of the spoils and, if necessary, negotiate and pay the tipping fee at the Hillsboro Landfill.

2. Permit Application & Acquisition

2.1. Identify all permits to complete the design and construction of the project.

Assumptions: The 1200-C Stormwater Permit is the only permit anticipated to be necessary for the construction of the improvements.

3. Utility Coordination

3.1. Collect utility as-built information and identify all areas of alignment conflicts. Develop and implement a plan for locating all utilities with apparent conflicts. Coordinate any necessary utility relocation plan with impacted agencies.

Assumptions: The field location of utilities will include up to 15 pot holes.

4. Identify limits of Right-of-Way needs

4.1. Determine critical R/W for the construction and maintenance of proposed improvements. Identify the number of properties impacted, prepare maps showing location of properties, property addresses and/or legal descriptions, ownership, type and size of easements needed, and critical right-of-way needed to ensure the project remains on schedule. Prepare easement maps and legal descriptions as needed.

Assumptions: No easement acquisitions are anticipated.

5. Traffic Control

5.1. Develop traffic control plans required for project construction.

- Traffic plans will be prepared for Burnside assuming traffic to remain in operation while construction is in progress.
- Traffic plans will be developed for the other streets impacted by the sewer construction assuming these streets will be closed to traffic on a block by block basis while construction is in progress.

5.2. Prepare outline and detailed specifications for inclusion in the bid documents

5.3. Prepare cost estimates at the 30%, 60%, 90% and final bid document stages of the design.

6. Design all elements of work necessary to meet project objectives

6.1. Coordinate with BES hydraulic analyses personnel who will perform all modeling.

- 6.2. Develop project contract documents (plans, specifications, engineer estimates, and bid tabs).
 - 6.2.1. Prepare a Preliminary Design Memoranda, at approximately 30% design, with drawings. This memoranda will also contain a list of issues needing to be resolved during final design and construction. A 30% design cost estimate will be included and will be accurate to +25%/-10%. It will reflect the same detail format as the final cost estimate.
 - 6.2.2. Submit plans and specifications and cost estimates for design at the 30% (Specification outline), 60%, 90% and 100% stages of design. Participate in review meetings with City project team members at each of these design levels.
 - 6.2.3. Bid packages shall consist of plans, specifications, cost estimate, and bid tabs. Plans and technical specifications shall conform to the City of Portland's Construction Specifications format. Plans shall be prepared using the current version of the City of Portland, Bureau of Environmental Services CAD Standards.
 - 6.2.4. At the 60% plan completion milestone, organize a constructability workshop
 - 6.2.5. Preparation of a second bid package. A second bid package may be requested by BES for completion of the improvements within PDOT's Lower East Burnside and Couch Reconfiguration Project. This package will allow these elements to be advertised, bid and built separate, and prior to, the construction of the remainder of the improvements within the Oak B basin.
- 6.3. At the conclusion of design the consultant must prepare a final engineer's cost estimate and construction schedule. The construction schedule in MS Project should identify the sequencing of work broken into discrete tasks with descriptions and duration.
- 6.4. Prepare a Final Design Report, at the completion of design. The Design Report should contain, as a minimum, all Preliminary Design Report subjects, with inclusion of the final cost estimate and construction schedule. The Final Design Report shall conform with the requirements of the BES Manual, *Implementation Procedures for Capital Projects*.

7. Public Involvement

- 7.1. Develop and implement a public involvement plan for design phases of the project that identifies stakeholders, describes involvement strategies, identifies products to be developed, creates an interest and carrier route mail list, initial web content format and material outlines, and describes how and when stakeholders will be involved.
- 7.2. Construct interview instrument and conduct 8 to 10 stakeholder interviews to identify key issues and concerns among project area parties. Produce a stakeholder interview findings report technical memo.
- 7.3. Conduct up to 15 site visits during design to discuss site specific issues with

impacted project area parties. Produce a site visit contact record and findings report technical memo.

- 7.4. Arrange and participate in up to 7 briefings with community interest groups such as neighborhood and business associations and/or the Lower Burnside redevelopment Plan advisory committee as deemed necessary by the project team.
- 7.5. Provide strategy and planning assistance to BES staff for up to 2 community meetings and/or briefings.
- 7.6. Review and provide editorial and content input on up to 3 informational materials drafted by BES staff.
- 7.7. Draft construction information strategy and materials outline.
- 7.8. Interface with PDOT to coordinate Public Involvement efforts of this project with Lower East Burnside-Couch Rehabilitation Project.

Assumptions: BES will be responsible for informational material and community meetings. Consultant is responsible for stakeholder contact.

Task C - Bid Phase Design Services

Provide assistance to respond to questions raised during the bid phase(s). This work may include the development of contract addenda, attendance at pre-bid meetings, and bid review.

Assumptions: Attendance at two pre-bid meetings.

Task D - Construction Phase Services

The following services will be included in the contract.

- Prepare as-built plans in electronic format from information supplied by BES. Stamp record drawings and return full size originals to BES.
- Provide engineering support services during construction such as review of submittals, shop drawings, and requests for information.
- Provide on-call design assistance.
- Participate in construction monitoring and environmental oversight in compliance with DEQ directives.

Deliverables & Schedule

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. To the extent

possible, deliverables shall be produced in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at:

<http://www.portlandonline.com/omf/index.cfm?c=37732> .

Deliverables shall consist of the specified quantity of copies plus an editable electronic version of the product. Deliverables and schedule for this project shall include:

a. Project Management Deliverables:

- Project Management Plan – 4 copies. Due at Notice to Proceed (NTP) plus 1 week.
- Individual Task Work Plans - 4 copies. Due at NTP plus 1 week.
- Bi weekly Project Team Meetings.
 - Monthly Project Schedule updates. Two copies. Due once a month
 - Monthly Invoices and Progress Reports. Two copies. Due once a month
 - Monthly Budget Reports. Two copies. Due once a month
 - Meeting Agendas and Minutes. Copies – sufficient for all team members. Minutes due 2 days after meeting, Meeting Agendas due 1 day before meeting
- Public involvement plan to include stakeholder identification, strategies for public involvement and schedule, public involvement task list, and public information work products (publications, displays, etc).

b. Design Phase Deliverables (Including all requirements from Task B1 through B7)

30% Design

- Draft interpretive environmental contamination report.
- Draft geotechnical report with results of the rotary mud boring at the shaft location.
- Memorandum on the status of utility coordination, identification of known utility conflicts.
- Design
 - Draft/final hydraulic/pipe sizing/pipe materials Tech Memo
 - Special specification outline
 - Preliminary Design Memoranda. 4 copies. Due at NTP plus 10 weeks.
 - Preliminary construction estimate and schedule. 10 copies, submit with 30% plans.
 - 30% Plans including sewer main alignments. 10 copies. Due at NTP plus 12 weeks.
 - Plans
 - Horizontal alignment of pipes set
 - Topographic data from aerial maps included in plan views
 - Ground contours from survey data shown on profile views
 - First draft of vertical alignment for piping
 - Plan view of utilities

- First attempt at identifying alignment and siting conflicts
- Preparation and submittal of meeting minutes. Copies – sufficient for all team members. Minutes due 2 days after meeting, Meeting Agendas due 1 day before meeting.
- Identification of any easements required for construction of the project. 4 copies. Submit with 30% plans.
- Public involvement implementation tasks. 4 copies. Submit with 30% plans
- Public information materials. Quantity to be determined. Submit with 30% plans.

60% Design

- 60% Construction Documents - 10 copies. Due at NTP plus 19 weeks.
 - Plans
 - Horizontal alignment finalized for piping
 - Vertical alignment of piping set
 - Utilities clearly shown in plan and profile view along with utility diameters
 - All alignment conflicts identified and addressed
 - First draft of “bubble” notes and associated construction notes for piping
 - First draft of detail sheets
 - Specifications. First draft of special specifications
 - Engineers Estimates
 - Calculations
 - Identification of Permits needed
 - Final geotechnical report with results of the rotary mud boring at the shaft location.
 - Status of utility coordination, identification of known utility conflicts
 - Construction Schedule
 - Status of any required permit applications
 - Final interpretive environmental contamination report, Contaminated Media Management Plan if required.
 - Parcel maps & legal descriptions for any easements required for construction
 - Memorandum on the status of utility coordination, identification of known utility conflicts.
- Constructability workshop. Conduct a 1 day workshop to review construction methodologies proposed. Meeting agenda and minutes shall be prepared.

90% Design

- 90% Construction Documents - 10 copies. Due at NTP plus 28 weeks.
 - Tabulation of comments received on 60% Construction Documents and

corresponding actions taken

- Plans
 - Horizontal/vertical alignment of all piping finalized
 - All utilities shown along with depths and potholing data
 - All bubble notes and construction notes shown
 - All detail sheets shown
- Specifications
 - Second draft of special specifications
- Revised Engineers Estimate
- Calculations
- Permit applications
- Updated Construction Schedule

Final Design

- 100% Construction Documents - 10 copies. Due at NTP plus 34 weeks.
 - Tabulation of comments received on 90% Construction Documents and corresponding actions taken
 - Plans
 - Specifications
 - Revised Engineers Estimates
 - Calculations
 - Updated Construction Schedule
- Final Construction Documents - 10 copies. Due at NTP plus 38 weeks.
 - Tabulation of comments received on 100% Construction Documents and corresponding actions taken
 - Stamped Plans
 - Stamped Specifications
 - Final revised Engineers Estimate
 - Calculations
 - Bid Tab
 - Copies of all Permits
 - Final Design Report
- Public involvement implementation tasks
- Public information materials

c. Estimated Project Schedule

Following is an estimated schedule for project design and construction.

- | | |
|----------------------|--------------|
| • Engineering Phase | 2/07 – 11/07 |
| • Bidding Phase | 11/07 – 3/08 |
| • Construction Phase | 3/08 – 12/08 |

- d. Submit a Monthly Sub-consultant Payment and Utilization Report with the monthly progress report, or at a date to be mutually agreed upon by the City and the

Contractor.

All deliverables and resulting work products from this contract are the property of the City of Portland.

List of Services to be Provided by the City of Portland

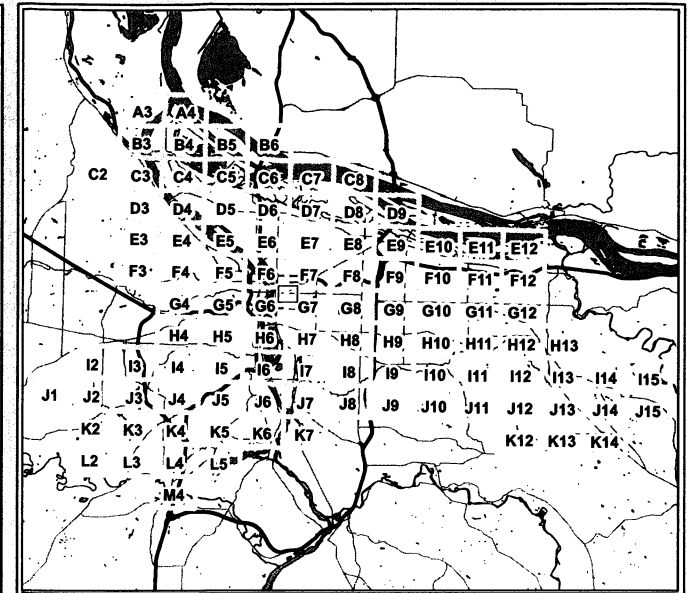
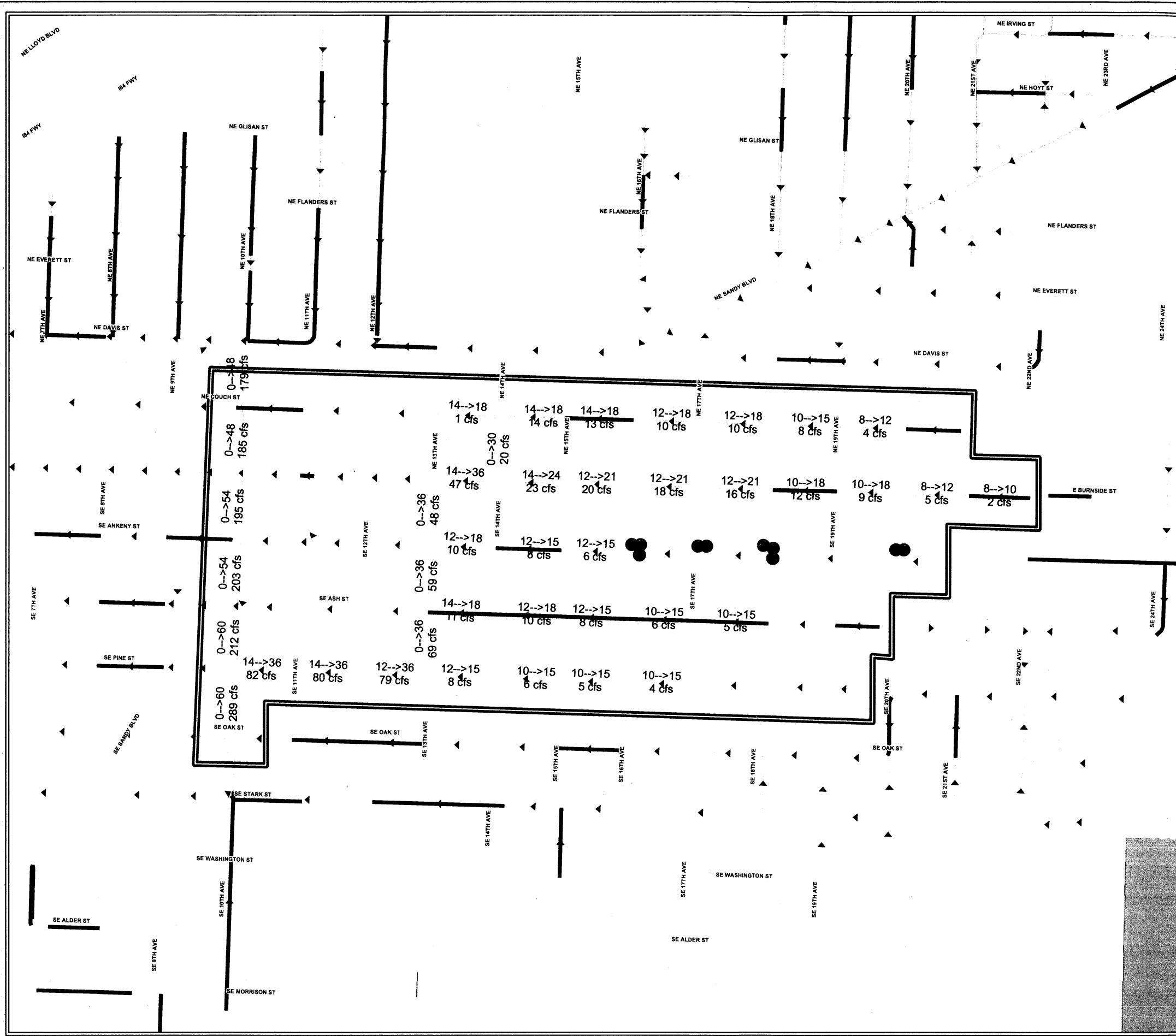
- Overall Project management and coordination with PDOT, BWW.
- Survey. The City will complete survey work for project design and will do construction survey work. Data will be provided to the Contractor in AutoCAD DWG format.
- Right-of-Way. City shall negotiate for and obtain any easements or rights-of-entry needed for the project. Contractor shall provide support services as described herein.
- Assistance in providing for HUB firm participation during construction, if appropriate.
- Construction management and construction inspection.
- Coordination and compilation of internal reviews of contractor submittals.
- Collection of existing available Environmental Services design and pre-design data.
- Public involvement and outreach. Contractor shall provide assistance with this task as described herein.

Contractor Personnel List

Contractor shall assign the following personnel in the described positions or duties to the project. Substitutions or changes in personnel shall not be made without written approval of the City. (Exceptions shall be made if personnel move and cannot reasonably continue work on the project, or if personnel end employment with the Contractor.)

<u>Person</u>	<u>Duty or Position</u>
Fabian Nitrosso	Project Manager
Fabian Nitrosso	Project Design
Mike Britch	QA/QC
Sewer Design	Dale Lough
Drop Structure	Phil Roppo
Technical Advisor	Phil Roppo

W:\Projects\8300_Oak\model\design\Oak_Des01_IC+Sul\mxd\Oak25_101314\mssc+cont+ICs_results8.mxd



Legend

- Oak B Project Area
- Existing Pipe
- Pipe Improvement
- Curb Extension Swales

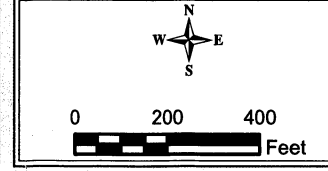
PIPE CONDITION CLASSIFICATION

- Grade 4, 5 or Score >100
- Grade 3

Peak flows associated with 25-year design storm and preliminary pipe diameters shown. 10th Avenue trunk flows assume rerouting of flow from a portion of Sullivan basin via Sandy Blvd as per pre-design.

FIGURE 1: Revised Recommend Plan
 10th, 13th and 14th Avenue Interceptors and Required Improvements With Ankeny Inflow Controls

Oak Basin Relief and Reconstruction Project



Systems Analysis
 Spatial Analysis and Modeling

Project No. **8300**

OAK B BASIN

Estimated Level of Effort and Cost

November 30, 2006

LABOR CATEGORY	Labor Rate Multiplier	RATE \$/HR	EFFORT PER TASK								TOTAL		
			A		B		C		D		HRS	\$	
			HRS	\$	HRS	\$	HRS	\$	HRS	\$			
PROFESSIONAL	3.1												
PROJECT DELIVERY OFFICER JON HOLLAND		\$181	14	2,534								14	2,534
PROJECT MANAGER FABIAN NITROSSO		\$141	202	28,482	484	68,244	30	4,230	40	5,640		756	106,596
TASK LEADERS													
PHIL ROPPO		\$161	41	6,601	84	13,524	20	3,220	40	6,440		185	29,785
MIKE BRITCH		\$141	3	423	44	6,204						47	6,627
DALE LOUGH		\$128	3	384	452	57,856						455	58,240
JEFF SCARANO		\$106	3	318	208	22,048						211	22,366
SR. ENG		\$120											
ENGINEER III		\$106			168	17,808	40	4,240				208	22,048
ENGINEER II		\$95			8	760						8	760
ENGINEER I		\$80			20	1,600						20	1,600
SUBTOTAL			266	38,742	1,468	188,044	90	11,890	80	12,080		1,904	250,556
TECHNICAL													
SUPERVISING DRAFTER		\$128											
SENIOR DRAFTER		\$95											
SUBTOTAL													
ADMINISTRATIVE													
SUPERVISOR		\$98	12	1,176	25	2,450						37	3,626
WORD PROCESSOR IV		\$78	16	1,248	48	3,744						64	4,992
PROJECT COORDINATOR		\$65	50	3,250	125	8,125	2	130	16	1,040		193	12,545
SUBTOTAL			78	5,674	198	14,319	2	130	16	1,040		294	21,163
TOTAL LABOR			344	44,416	1,666	202,363	92	11,820	96	13,120		2,196	271,719
BC DIRECT COSTS													
APC													
OTHER DIRECT COSTS						4,400							4,400
TOTAL BC LABOR AND DIRECT COSTS				44,416		206,763		11,820		13,120			276,119
SUBCONSULTANTS:													
CADD SERVICES BY DESIGN DATA CONCEPTS													
PROFESSIONAL		\$75			911	68,325						911	68,325
DIRECT COSTS													
TOTAL					911	68,325						911	68,325
SHAFT DESIGN BY JACOBS ASSOC.													
SR STRUCT ENGINEER		\$191			13	2,482						13	2,482
ASSOCIATE ENGINEER		\$166			124	20,623			8	1,331		132	21,954
STRUCTURAL ENGINEER		\$132			92	12,150			10	1,321		102	13,470
STAFF GEOLOGIST		\$118			88	9,958			5	579		91	10,536
STAFF ENGINEER		\$99			108	10,714			8	794		116	11,507
DIRECT COSTS													
TOTAL					423	55,926			31	4,024		454	59,949
ENVIRONMENTAL BY GARRY STRUTHERS ASSOC.													
ENV. MGR		\$134			17	2,278						17	2,278
CHEM		\$126			120	15,062						120	15,062
GEOLOGIST		\$92			182	16,678						182	16,678
DIRECT COSTS						30,000							30,000
TOTAL					319	64,018						319	64,018
TRAFFIC BY GARRY STRUTHERS ASSOC.													
PRINCIPAL		\$228			10	2,284						10	2,284
SR TRAFFIC ENGINEER		\$160			88	14,048						88	14,048
TRAFFIC ENGINEER		\$82			104	8,502						104	8,502
CADD		\$109			100	10,909						100	10,909
SR. ADMIN		\$97			4	389						4	389
CLERICAL		\$45			24	1,078						24	1,078
DIRECT COSTS						150							150
TOTAL					330	37,381						330	37,381
PUBLIC INVOLVMENT BY JEANNE LAWSON ASSOC.													
PRINCIPAL		\$140			47	6,575						47	6,575
MANAGER		\$88			172	15,121						172	15,121
ASSISTANT		\$63			108	5,666						108	5,666
ASSISTANT		\$73			12	874						12	874
DIRECT COSTS						255							255
TOTAL					667	28,490						667	28,490
GOETECHNICAL BORING FOR SHAFT BY PACRIM													
PROFESSIONAL		\$102			91	9,287						91	9,287
DIRECT COSTS						6,905							6,905
TOTAL					91	16,192						91	16,192
CONSTRUCTION ADVISOR - DICK SCHEUMAN													
PROFESSIONAL		\$200			12	2,400			10	2,000		22	4,400
DIRECT COSTS													
TOTAL					12	2,400			10	2,000		22	4,400
POTHOLING BY CT UTILITIES													
PROFESSIONAL						12,000							12,000
DIRECT COSTS						12,000							12,000
TOTAL						12,000							12,000
SURVEY BY THRUSTON ASSOCIATES						8,000							8,000
DIRECT COSTS (3 DAY CREW ALLOWANCE)						8,000							8,000
TOTAL						8,000							8,000
TOTAL SUBCONTRACT COST					2,753	292,712			41	6,024		2,794	298,736
MARKUP, 5%						14,636				301			14,937
TOTAL COST				44,416		514,111		11,820		19,445			589,792

- TASK DESCRIPTIONS:
A. PROJECT MANAGEMENT SERVICES
B. PROJECT DESIGN SERVICES
C. BIDDING PHASE DESIGN SERVICES
D. CONSTRUCTION PHASE SERVICES

TASK DESCRIPTION		LABOR CODE/STAFF HOURS														TOTALS			Subcontract/ODCs		
PI	Task	Team/Sub	Jon H. K	Fabian N. J	Phil R. I	Mico B. G	Dale L. H	SE H	Jeff S. G	Elli F	EI	CAO Sup Sub	CAO Lead Sub	Mera G. E	Paul F. F	EVAP. E	HOURS	Fee	Markup %	Fee + Markup	
		Level Rates	\$181	\$141	\$161	\$141	\$128	\$120	\$106	\$95	\$80	\$79	\$79	\$65	\$98	\$78					
3%		subtotal															34	\$17,620			
1%		Prepare Additional Package (allowance) 100% and Final Submittal		12	4		12						32	16		8	84	\$8,256			\$200
1%		Task C Bid Phase Design Services Pre-bid meeting, addendum, questions		30	20									2			84	\$8,256			
1%		Task D Construction Phase Support Services Pre-Const meeting, Submittals, visits, as-builts		40	40				40			2	80	16			52	\$7,580			
5%		subtotal															218	\$30,142			\$6,024
5%		subtotal	1%	48%	12%	3%	28%		14%	13%	1%	11%	48%	12%	2%	4%	218	\$30,142			

Task Title	Work Description	Senior Structural Engineer \$ 191	Associate Geotechnical Engineer \$ 166	Structural Engineer \$ 132	Staff Geologist \$ 116	Staff Engineer \$ 99	Total
Data Collection and Review	Collect and review existing geotechnical reports and review geotechnical/geologic information and recommendations provided by BES in the vicinity of project with emphasis on the shaft location. Summarize information for project area. Assumes one two hour site visit. Fees for historical maps, photographs, reports and the expenses related to acquiring them are not included in this scope.				24		24 \$ 2,779
Geotechnical Field Investigation	Coordinate drilling activities and identify borehole location, installation, and instrumentation with geotechnical subcontractor (PacRim Geotechnical); review and interpret borehole logs to define subsurface conditions, develop laboratory testing program. Assumes one 2 hour site visit.		4		20		24 \$ 2,981
Geotechnical Shaft Design Criteria	Develop geotechnical shaft design criteria and summarize in a Technical Memorandum.		24	4	10		38 \$ 5,678
Preliminary / Final Design Report	Provide summary of project geologic, geotechnical, and hydrogeologic information to be included in the Preliminary Design Report. Include data from connection shaft borehole. Evaluate shaft and connection tunnel construction methodologies based on connection configuration and preliminary geotechnical and geological data. Develop up to three 30% shaft design drawings.	1	36	8	32	16	93 \$ 12,527
Structural Design of Shaft	Perform detailed structural design @ 60%, 90% and 100% Design. Develop up to 4 shaft design drawings. Develop specification for "Shaft Excavation and Support"	8	40	56		60	164 \$ 21,527
Design Connection Tunnel	Perform detailed structure design of connection tunnel and break-in to existing tunnel. Develop up to 2 design drawings.	4	20	24		32	80 \$ 10,434
Total		13	124	92	86	108	337 \$ 55,926
Construction Phase Services	Review two submittals (5 hours each) and respond to four RFIs (2 hours each). Assumes one out of town site visit (8 hours) and two local site visits (2 hours each).		8	10	5	8	31 \$ 4,024

	PRINCIPAL/ QAQC	SR TRAF ENG	TRAF ENGR	ENV MGR	SR CHEM	SR GEOL	CADD	SR. ADMIN	CLERICAL	TOTAL Hours	Expenses
Oak B Basin Relief & Reconstruction Project											\$ -
Task A. Project Management Services											\$ -
b) Participate in Project Kickoff Workshop		8								8	\$ 1,277
d) Prepare Monthly Invoices/Status Report		8						4		12	\$ 1,666
h) Participate in up to 3 meetings w/Team		12				8				20	\$ 2,649
Task B. Project Design Services											\$ -
Environmental											\$ -
1. Data Review & Collection											\$ -
1.3 Collect and Review Pertinent Environmental Data					2	6				8	\$ 801
1.3.1 Review Environmental Contamination Reports				2	8	8				18	\$ 2,005
1.3.2 Update previous ESA Level I				2	16	16			8	42	\$ 4,102
1.3.3 Prepare work plan for additional exploration				1	8	16				25	\$ 2,604
1.3.4 Prepare SAP				2	20	12				34	\$ 3,878
1.3.5 Conduct sampling program				4	12	80				96	\$ 30,000.00
1.3.6 Prepare Interpretive Report											\$ -
30% Draft				1	20	12				33	\$ 3,744
60% final				1	10	8				19	\$ 2,122
1.3.7 Prepare a Contaminated Media Management Plan (CMMP)				4	24	16				44	\$ 5,015
Traffic											\$ -
5. Traffic Control											\$ -
1.1 Collect and Review Pertinent Traffic Data		4	16							20	\$ 1,947
5.1.1 Signing and Channelization Plans Burnside	2	12	24				40			78	\$ 8,698
5.1.2 Signing and Channelization Plans Other Streets	2	10	32				60			104	\$ 11,215
5.1.3 Specifications	2	4	16						12	34	\$ 2,942
5.1.4 Cost Estimates	2	2	16						4	24	\$ 2,264
6.2.1 Prepare Preliminary Design Memoranda		12								12	\$ 1,916
6.2.2 Response to Comments		8								8	\$ 1,277
6.4 Final Design Report	2	8								10	\$ 1,884
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -

Notes:

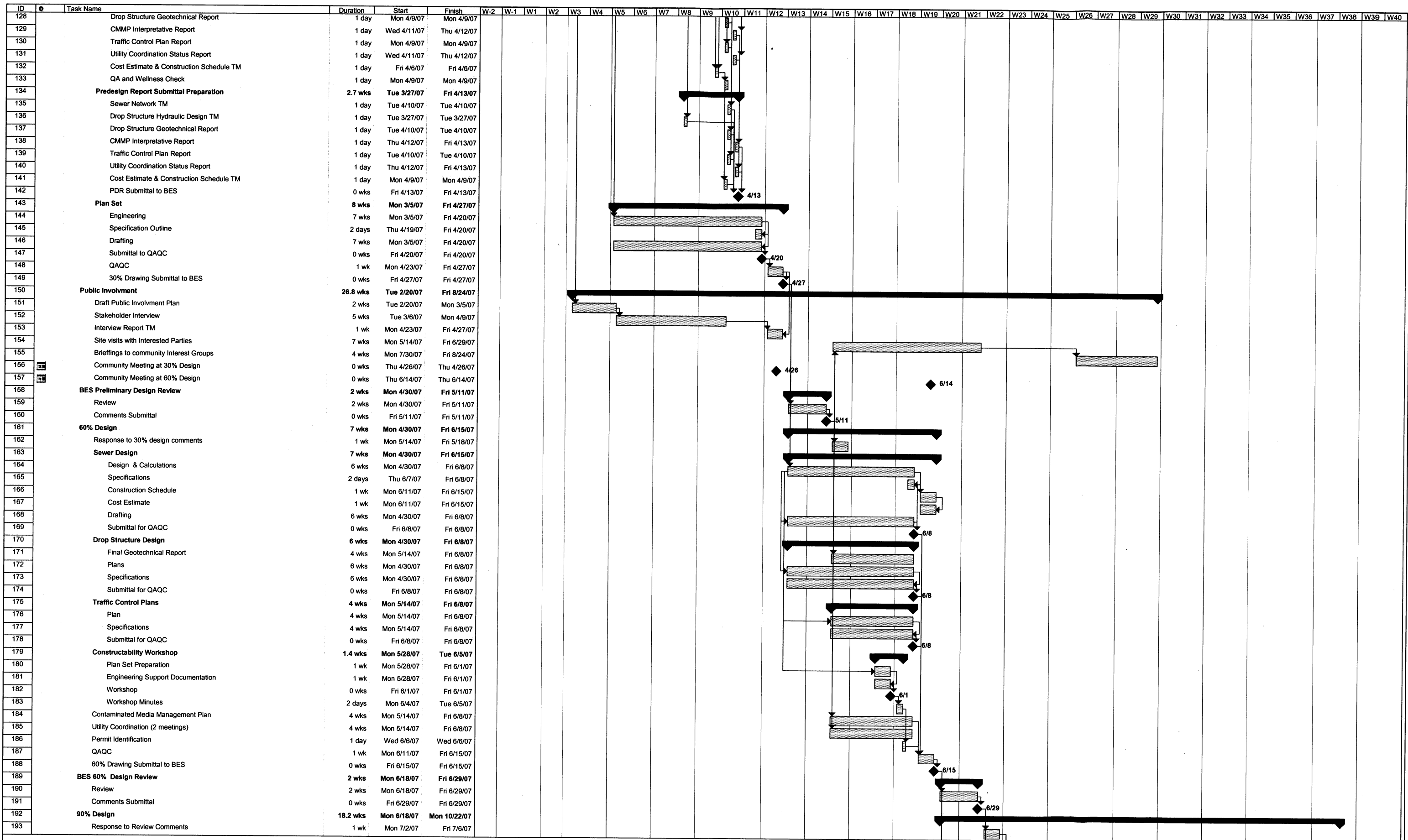
1. On task 1.3.5 the \$ 30,000 expenses correspond to the drilling of a maximum of 50 borings, backfill and hauling of spoils.
2. On item 6.4, the \$ 150 expenses cover postage and reproduction costs.

BES Oaks Basin - Public Involvement Budget
Jeanne Lawson Associates

PUBLIC INVOLVEMENT BUDGET

	LABOR			Total	EXPENSES					TOTAL	
	Principal Manager	Assistant	Admin		Commun-	Printing	Mileage	Graphics	Other		Total
Stakeholder Identification											
Carrier route identification		2	2								\$5.00
Dev't of interested parties mailing/contact list	2	2	8								\$883.20
Identification of various comm/orgs and specific communication venues	2	6	12								\$1,448.64
SUBTOTAL	4	10	22								\$5.00
Basic Information Dev't											
Intro Fact Sheet for community discussions during dev't of PI Plan	1	12									\$5.00
Coordination of initial project area map(s)	1	12									\$5.00
SUBTOTAL	2	24									\$10.00
Issues & Concerns Collection - Stakeholder Interviews / Small Group Community Interviews/Door-to-door meetings along project alignment and impact areas											
Identification of directly-affected stakeholders for interviews/involvement	2	4	4								\$845
Logistics/scheduling (15)		4	30								\$1,955
Interviews/documentation (15)	20	20	4						150		\$165
Door-to-door outreach / site visits to collect project area issues during design	10	20	20								\$4,226
SUBTOTAL	32	48	58						\$150		\$11,976
Development of Public Involvement Plan and Task Schedule-Developed with knowledge of other area projects and with input of individual and group stakeholder interviews from above											
Update stakeholder lists (from earlier task)			12								\$641
Develop public involvement plan, fully describe strategies including who to involve, how, and when	4	10	10								\$1,973
Develop public info and product deliverable list (implementation strategy for PIP, identifying product, purpose, resources required, and schedule)	2	10	4								\$1,373
SUBTOTAL	6	20	26								\$3,987
Public Information and Involvement Review and strategy (This could be a contingency task.)											
Provide 5 hours per month during design for review of PI material dev't by City or assist with implementation of the plan, as needed by city		60									\$5,275
SUBTOTAL		60									\$5,275
Public Outreach PM to advise on strategy during design of both phases											
Attend up to 3 two-hour team mtgs	3	4									\$771
Invoices/Progress rpts (12)		6							60		\$60
SUBTOTAL	3	10	12						60		\$60
TOTAL	47	172	106	12	\$105.00			\$150.00			\$28,490.5

As outlined in the RFP, JLA will not implement the full public involvement and outreach plan (PI Plan). JLA will provide City staff with the PI Plan and strategy for implementation. JLA will identify stakeholders and conduct early communication (including individual and group stakeholder interviews and door-to-door outreach) to collect stakeholder concerns and develop a plan reflecting those issues. The plan will include recommendations for product deliverables and timeline. JLA has also allocated time to provide strategy during design and into Phase I construction. This time can be allocated, as needed, by the Project Manager to implement the PI Plan and augment City staff functions. JLA will assist with early public information development during development of the plan. It is assumed that City staff will design and print the early project info or fact sheet and web page. All future and necessary public information will be developed by the City as part of the plan. JLA can provide time to review.



Project: Oak B Basin Design
Date: Mon 12/4/06

Task Split Progress Milestone Summary Project Summary External Tasks External Milestone Deadline

**EXHIBIT B
INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT**

SECTION A

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

Contractor Signature _____ Date _____ Entity _____

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

SECTION B

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

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

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

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

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

Contractor Signature

Date

EXHIBIT C

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

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

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

-
2. LC5 Required and attached or Waived by City Attorney : _____

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

3. LC5 Required and attached or Waived by City Attorney : _____

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

4. LC5 Required and attached or Waived by City Attorney : _____

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

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.

6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.