

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

**CONTRACT NO. 30000337**

**SHORT TITLE OF WORK PROJECT:  
GUILDS LAKE PS RELIABILITY IMPROVEMENTS**

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Berger/ABAM Engineers, Inc., hereafter called Contractor. The City's Project Manager for this contract is Dennis Jaramillo.

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended, on June 31, 2011.

**Consideration**

- (a) City agrees to pay Contractor a sum not to exceed \$154,006 for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

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**CONTRACTOR DATA AND CERTIFICATION**

Name (please print): BERGER/ABAM ENGINEERS, INC.

Address: 700 NE MULTNOMAH STREET, SUITE 900, PORTLAND, OREGON 97232

Employer Identification Number (EIN) 91-1422812

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]

City of Portland Business License # 193966

Citizenship: N/A 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.

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**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. Order of Precedence**

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contract's terms and conditions, b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

**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 including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. Contractor shall complete the INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT, which is attached hereto and by this reference made a part hereof.

**(a) 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. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

**(b) 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. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

**(c) 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**

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

- (a) 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).

- (b) ☒ Required and attached or Waived by City Attorney: \_\_\_\_\_

General Liability insurance with a combined single limit of not less than \$1,000,000 per 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:

- (c) ☒ Required and attached or Waived by City Attorney: \_\_\_\_\_

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

- (d) ☒ Required and attached or Waived by City Attorney: \_\_\_\_\_

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per 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. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

- (e) 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.
- (f) 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 and 10-day non-payment clause that provides that the insurance shall not terminate or be cancelled without 30 days or 10 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.

**11. Ownership of Work Product**

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

**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: / XX / 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: / XX / Applicable / \_\_\_ / Not Applicable**

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, the STATEMENT OF THE WORK should list what information the Contractor must include in monthly progress reports.

**24. Contractor's Personnel: / XX / Applicable / \_\_\_ / Not Applicable**

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in the STATEMENT OF THE WORK. The Contractor shall not change personnel assignments without the prior written consent of the City.

**25. Subcontractors: / XX / Applicable / \_\_\_ / Not Applicable**

The City requires Contractors to use the Minority, Women and Emerging Small Business (M/W/ESB) subcontractors identified in their proposals, and as such the Contractor shall assign these subcontractors as listed in the STATEMENT OF THE WORK to perform work in the capacities designated. The Contractor shall not change subcontractor assignments without the prior written consent of the Purchasing Agent.

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## **STATEMENT OF THE WORK AND PAYMENT SCHEDULE**

### **SCOPE OF WORK**

#### **Task 1 – Project Management**

BERGER/ABAM will act as the primary point of contact between the City of Portland Bureau of Environmental Services (BES) and the design team. Furthermore, BERGER/ABAM will lead the design team, monitor the project schedule and budget, provide quality assurance/quality control (QA/QC) in accordance with BES standards, maintain project files, prepare billings, and be responsible for all deliverables. Bi-weekly team meetings will be held through the final design phase to ensure that project deliverables are met within budget and on schedule.

*Deliverables: Team Meeting Minutes, QA/QC Documentation, Progress Reports to accompany monthly billings*

#### **Task 2 – Pre-Design**

##### **Sub-Task 2.1 Review Existing Information**

The design team will review existing information provided by BES for this project. Existing information will include geotechnical data, a pre-design report prepared by URS Corporation in 2001, the 1968 pump station construction as-built drawings, the 2004 level control up-grade project design drawings, and 2008 60% electrical update design drawings.

*Deliverables: None*

##### **Sub-Task 2.2 Attend Kickoff Meeting and Site Visit**

A kick-off meeting will be held with BES to establish an overall project schedule, including permitting timelines, and to discuss project objectives based on a review of existing information. A site visit will be conducted with BES to familiarize key project team members with existing site conditions, and to identify project specific operations and maintenance (O&M) concerns with BES pump station personnel.

*Deliverables: Kickoff Meeting Notes*

##### **Sub-Task 2.3 Conduct Site Survey**

The design team surveyor will conduct a topographic survey of the site within the project limits and will prepare a base map of existing site conditions. Horizontal and vertical datum and property boundaries will be established with information provided by BES.

*Deliverables: None*

##### **Sub-Task 2.4 Alternatives Evaluation**

The design team will investigate and evaluate alternatives for the pump station upgrade within the scope of this work. Upgrades to the pump station include power distribution and motor control systems, installing a dedicated backup power generator, replacing the ultra-sonic transit-time flow meters, integrating the new I&C equipment with the BES pump station supervisory control and data acquisition (SCADA) system via the BES communication network, removing the pump #2 magnetic drive, installing isolation valves on the force main lines, and site improvements including landscaping and a new access driveway. Alternatives that will be evaluated by the team include choice of equipment, site improvements including location of the new backup power generator, and options for addressing maintenance, access, and safety issues. Consideration will be given to the use of low impact landscaping elements for site improvements including porous pavement for the access roadway. The existing HVAC and lighting systems will be evaluated as part of this sub-task, and options for upgrading the HVAC evaluated. Design criteria will be identified and preferred alternatives will be selected and described in a draft pre-design technical memorandum that will be submitted to BES for review and comment. The draft technical memorandum will include an estimated project schedule and an estimated opinion of probable construction cost for budgetary purposes.

*Deliverables: Draft Technical Memorandum*

### **Sub-Task 2.5 Permitting Assistance and Agency Coordination**

The design team will coordinate with regulatory agencies to identify specific agency design requirements and assist BES in identifying required permits. The team will assist BES in permit preparation. Required permits will be listed in the pre-design technical memorandum along with estimated timelines for procurement.

*Deliverables: Pre-application materials and documents. Pre-application meeting minutes.*

### **Sub-Task 2.6 Preliminary Design**

Preliminary plans and a technical specifications list will be prepared and included in the draft pre-design technical memorandum. The preliminary plans will be prepared to a 30% level of completion. At a minimum the plans will include preliminary civil, structural, mechanical, and electrical plans as necessary to clearly illustrate the scope of the project.

*Deliverables: 30% Plans and Specifications List*

### **Sub-Task 2.7 Pre-Design Meeting**

A pre-design meeting will be held with BES to discuss the draft technical memorandum. The design team will prepare a final version of the memorandum based on comments received during the pre-design meeting.

*Deliverables: Meeting Minutes. Written responses to Draft Technical Memorandum review comments*

### **Sub-Task 2.8 Pre-Design Technical Memorandum**

Based on the BES comments and review of the draft pre-design memorandum, the design team will prepare a revised final pre-design report that will be submitted to BES. Final design criteria will be identified in the final pre-design technical memorandum.

*Deliverables: Final Pre-Design Technical Memorandum*

## **Task 3 – Final Design**

Following submittal and acceptance of the final pre-design technical memorandum by BES, the design team will proceed with final design. The construction drawings will include a temporary bypass pumping plan, erosion control plans prepared in accordance with the City of Portland's Erosion Control Manual, and landscaping plans prepared in accordance with direction provided by the City of Portland Parks Bureau. BES will provide instrumentation and control details and drawings, as well as reference (R-) drawings, for inclusion in the construction drawings.

### **Sub-Task 3.1 60% Plans, Specifications, and Cost Estimate**

Based on the final design criteria established in the pre-design technical memorandum, 60% plans and technical specifications will be developed and submitted to BES and regulatory agencies along with a revised construction cost estimate. A preliminary sheet list is shown below. The list may be modified as required.

G1	Cover Sheet and Drawing Index
G2	Design Data, Design Criteria, and General Notes
D1	Demolition Plans and Sections
C1	Civil Site Plan
C2	Erosion Control Plan
C3	Erosion Control Details and Notes
C4	Temporary Pumping Plan and Details
C5	Civil Details
L1	Landscaping Plan
L2	Landscaping Details
M1	Mechanical Legend and HVAC Schedule
M2	HVAC System Upgrade Plan, Sections, and Details
M3	HVAC System Upgrade Details
M4	Piping Plans
M5	Piping Sections and Details
M6	Piping Detail
S1	General Structural Notes
S2	Generator Pad Plan, Section, and Details

S3	Structural Details
S4	Structural Details
E1	Legend & Abbreviations
E2	Demolition One Line Diagram
E3	Demolition Plan
E4	Temporary Construction One Line Diagram
E5	Temporary Submersible Wetwell Pump Electrical Plan
E6	One Line Diagram
E7	Electrical Site Plan
E8	Electrical Plan Main Floor
E9	Electrical Plan Mezzanine Floor/Motor Balcony
E10	Electrical Elevations Main Floor
E11	Electrical Elevations Mezzanine/Motor Balcony
E12	Motor Control Diagram 1
E13	Motor Control Diagram 2
E14	SSPS Layout and Parts List
E15	SSPS Wiring Diagram-1
E16	SSPS Wiring Diagram-2
E17	Grounding Plan
E18	Conduit Schedule
E19	Panel Schedules
E20	Electrical Details
E21	Electrical Details
E22	Electrical Details
P1	P&ID Legend Page 1
P2	P&ID Legend Page 2
P3	P&ID Diagram Page 1
R1	SSPC I/O Parts List, Block Diagrams, and Details
R2	SSPC Panel Layout
R3	SSPC 120 VAC #1, PLC Discrete Input Wiring
R4	SSPC 120 VAC #2, Analog Controller and Digital Output Wiring
R5	SSPC Analog Input Wiring
R6	SSPC Analog Output Wiring
R7	SSPC TB1- TB5 Layouts
R8	SSPC Relay Layouts
R9	Bubbler Panel
R10	Bubbler Control Panel
R11	Hydra Power and I/O Wiring Schematics
R12	Hydra Layout and Materials List
R13	Hydra Communications Wiring and Details

*Deliverables: 60% Design Package and Cost Estimate*

### **Sub-Task 3.2 60% Design Review Meeting**

Following submission of the 60% design package, a design review meeting will be held with BES to discuss the package and develop comments for inclusion in the 90% design submittal. Formal, written responses to questions, comments, and concerns presented by regulatory agencies on the 60% design package will be provided.

*Deliverable: Design Review Meeting Minutes, Responses to BES and Regulatory Agency Comments*

### **Sub-Task 3.3 90% Plans, Specifications, and Cost Estimate**

Following the 60% design review meeting and receipt of comments from all concerned regulatory agencies on the 60% design package, the design team will prepare 90% plans and technical specifications for pre-final submittal. The 90% design package will include a pre-final construction cost estimate and will be submitted to BES and regulatory agencies for final review and comment.

*Deliverables: 90% Design Package and Cost Estimate. Preliminary Short Circuit and Coordination Study.*



#### **Sub-Task 3.4 90% Design Review Meeting**

Following submission of the 90% design package, a design review meeting will be held with BES to discuss the package and develop comments for inclusion in the 100% design submittal. Formal, written responses will be provided to questions, comments, and concerns presented by regulatory agencies on the 90% design package.

*Deliverable: Design Review Meeting Minutes, Responses to BES and Regulatory Agency Comments*

#### **Sub-Task 3.5 100% Plans, Specifications, and Cost Estimate**

Following the 90% design review meeting and receipt of 90% design review comments from regulatory agencies, the design team will prepare 100% plans and technical specifications for final submittal. Final plans and technical specifications will be signed and stamped, and issued for bidding. The 100% design package will include a final estimate of the probable cost of construction, stamped and sealed calculations, and a projected construction schedule that will identify the sequencing of work broken into discrete tasks.

*Deliverables: 100% Design Package, including signed and stamped structural calculations, full sized drawings in Vellum, 1/2-sized set of copy ready drawings, one set of copy-ready specifications, electronic copies of drawings (in AutoCAD .dwg format) and specifications (in MS Word .doc format).*

### **Task 4 – Bidding Services**

#### **Sub-Task 4.1 Attend Pre-Bid Meeting**

The design team project manager, civil design engineer, and electrical design engineer will attend a mandatory pre-bid meeting at the pump station, and will assist BES in providing project information to prospective bidders.

*Deliverables: Meeting Minutes*

#### **Sub-Task 4.2 Provide Clarification to Bidders**

The design team will provide written responses to requests for information (RFIs) and requests for clarification (RFCs) from bidders.

*Deliverables: Written Responses to RFIs/RFCs*

#### **Sub-Task 4.3 Assist in Generating Addenda**

The design team will assist BES in generating addenda to the contract documents resulting from bidder RFIs/RFCs.

*Deliverables: Addenda*

### **Task 5 – Construction Services**

#### **Sub-Task 5.1 Attend Construction Progress Meetings**

Civil and electrical design team members will attend up to eight construction progress meetings as requested by BES.

*Deliverables: Meeting Minutes*

#### **Sub-Task 5.2 Conduct Site Visits**

Structural team members will conduct up to four site visits for structural observation as required by the City of Portland Bureau of Development Services (BDS), and will provide written reports for each visit.

*Deliverables: Structural Observation Reports*

#### **Sub-Task 5.3 Review Submittals**

The design team will review contractor submittals, RFIs, and RFCs, and will provide written responses as required.

*Deliverables: Reviewed submittal data, RFIs, RFCs*

#### **Sub-Task 5.4 Assist with Startup Operations**

Design team members will assist BES in startup operations of major equipment at close to substantial construction completion.

*Deliverables: None*

**Sub-Task 5.5 Prepare O&M Manual**

At close to substantial completion, the design team will prepare a narrative operations and maintenance (O&M) manual in accordance with BES Guidelines for Pump Station Operations and Maintenance Manuals.

*Deliverables: Narrative Operations and Maintenance Manual, one bound hardcopy and one electronic copy (in MS Word .doc format)*

**CONTRACTOR PERSONNEL**

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

NAME	ROLE ON PROJECT
Tom Wilcox, PE	Project Manager
Howard Wells, PE	Lead Structural Engineer
Matthew Huxley	Lead Civil Engineer

**SUBCONTRACTORS**

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
Elcon Associates, Inc.	Electrical Engineer
Blue Dot Group	Survey

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

**COMPENSATION**

The total "Not to Exceed" amount of this agreement is \$154,006 per the attached worksheet.

**BES Multiplier Policy**

The multiplier applied to salaries shall not exceed 3.1. The multiplier shall include the following non-reimbursable expenses: fringe benefits, payroll bonuses, autos and other defined perquisites, telecommunications, facsimile services, overhead expenses including but not limited to local and long distance telephone, parking, delivery/courier, general business and professional liability insurance, advertising costs, postage, internal copying, lease of office equipment, mileage and other local travel costs, information technology (including computer time and CAD services and other related highly specialized equipment), all other direct costs not identified as reimbursable, other indirect costs and profit.

**Standard Reimbursable Costs**

The following costs will be reimbursed without mark-up.

- Out-of-Town Travel. Travel (transportation, lodging and per diem) of Consultant and/or experts when specified in the contract or requested by BES, directly attributed to specific tasks and when to a location outside a 100 mile radius of Consultant's project office. Travel costs will be reimbursed in accordance with the City's Travel Expense Guidelines.

Photocopying/Reproduction Costs. Reproduction of required drawings, reports, specifications, bidding documents, in excess of the number required as part of the contract excluding the cost of reproduction for Consultant's or sub's own use.

### **Subconsultant Costs**

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 5%. Consultants are not guaranteed the maximum mark-up will be allowed, it may be less or none at all.

### **Adjustment of Labor Rates**

Each year the contract is in force, hourly rates may be adjusted annually to an amount not to exceed the average inflation rate for the Portland Metropolitan Area as determined from the US Department of Labor statistics and certified by the City of Portland Auditor. Other than the impact of inflation as described above, compensation rates may not be increased.

### **Progress Payments**

On or before the 15<sup>th</sup> of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Contractor shall also attach photocopies of claimed reimbursable expenses. The Project Coordinator shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Contractor shall develop a billing format for approval by the City.

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

The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the Bureau to Contractor.

BERGER/ABAM Engineers, Inc.									
	Tom Hickey, PE	Howard Webb, PE	Malcolm Hanks, EIT	Tim DeBeauvoir, EIT	Gregg Robinson	Jonas Rogers	Bruce Butler	Marking Dillinger	Andrew Donahue
	Project Exec	Project Manager/VE	Cost Engineer III	Schedule Engineer III	Designer I	Landscape Planner II	Senior Planner	Technical Writer	Field Coordinator
Billing Rate \$	175.00 \$	145.00 \$	105.00 \$	85.00 \$	75.00 \$	90.00 \$	115.00 \$	90.00 \$	65.00
<b>Project Management</b>	<b>36</b>	<b>4</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>
Communications	12	0	2	0	0	0	0	0	2
Budget Tracking	8	0	0	0	0	0	0	0	2
Schedule Tracking	6	0	0	0	0	0	0	0	0
Documentation & Records	6	0	2	2	0	0	0	0	6
QA/QC	8	4	4	0	0	0	0	0	0
Subconsultant Markup @ 5%									
<b>Pre-design Services</b>	<b>14</b>	<b>4</b>	<b>50</b>	<b>14</b>	<b>32</b>	<b>17</b>	<b>16</b>	<b>4</b>	<b>6</b>
Kick-off Meeting and Site Visits	4	4	4	4	0	4	0	0	0
Site Survey	0	0	0	0	0	0	0	0	0
Permitting Assistance	0	0	0	0	0	0	16	0	0
Agency Coordination and Information Review	2	0	4	0	0	2	0	0	0
Alternatives Evaluation and Budgetary Cost Estimate	2	0	6	2	0	4	0	0	0
Analyze Lighting System	0	0	0	0	0	0	0	0	0
Analyze HVAC System and Preliminary Upgrade Design	0	0	0	0	0	0	0	0	0
Preliminary Plans and Specifications (30% PS&E)	2	0	16	8	32	4	0	0	0
Prepare Draft Technical Memorandum	0	0	8	0	0	2	0	2	2
Pre-design Meeting	4	0	4	0	0	0	0	0	0
Respond to Pre-design Meeting Comments	0	0	4	0	0	1	0	0	0
Prepare Final Technical Memorandum	0	0	4	0	0	0	0	2	4
<b>Final Design Services</b>	<b>22</b>	<b>6</b>	<b>68</b>	<b>24</b>	<b>116</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>6</b>
Develop Erosion Control Plan	0	0	4	0	8	0	0	0	0
Develop Landscaping Plan	0	0	0	0	0	12	0	0	0
Develop Temporary Pumping Plan	0	0	4	0	8	0	0	0	0
HVAC System Upgrade Final Design	0	0	0	0	0	0	0	0	0
60% PS&E	2	2	16	8	32	2	0	0	2
90% PS&E	2	2	16	8	28	2	0	0	2
100% PS&E	2	2	4	2	28	2	0	0	2
Design Review Meetings	8	0	8	0	0	0	0	0	0
Coordinate with Regulatory Agencies and Utilities	0	0	4	0	0	0	0	0	0
Respond to Design Review Comments	2	0	4	2	12	2	0	0	0
Provide Signed and Sealed Structural Calculations	2	0	0	4	0	0	0	0	0
Develop Cost Estimates at 60%, 90%, and 100%	2	0	4	0	0	0	0	0	0
Develop Construction Schedule	2	0	4	0	0	0	0	0	0
<b>Bidding Services</b>	<b>10</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Provide Bidding Assistance	2	0	4	0	0	0	0	0	0
Attend Pre-Bid Meeting	4	0	4	0	0	0	0	0	0
Responses to Questions & Clarifications	2	0	4	0	0	0	0	0	0
Prepare Addenda	2	0	4	0	4	0	0	0	0
<b>Construction Services</b>	<b>0</b>	<b>4</b>	<b>50</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>
Attend construction progress meetings	0	0	24	0	0	0	0	0	0
Conduct site visits and prepare reports	0	0	8	12	0	0	0	0	0
Review submittals, RFIs, and RFOs	0	4	8	0	0	0	0	0	0
Participate in Startup Operations	0	0	4	0	0	0	0	0	0
Prepare Operations and Maintenance Manuals	0	0	6	0	0	0	0	2	4
<b>Total</b>	<b>84</b>	<b>18</b>	<b>192</b>	<b>52</b>	<b>152</b>	<b>37</b>	<b>16</b>	<b>6</b>	<b>26</b>

Blue Dot Group						Elcon Associates, Inc.					Grand Total
Supervisor	FLS	CAD Techn	CAD Techn	CAD Techn	Field Crew	Robinson, PE	Tom Hayes, PE	James Barr	Mechanical Engineer	CAD	
						Project Manager	Project Engineer	Senior Designer			
\$ 150.00	\$ 108.00	\$ 83.00	\$ 76.00	\$ 67.00	\$ 138.00	\$ 152.00	\$ 116.00	\$ 103.00	\$ 85.00	\$ 77.00	
0	0	0	0	0	0	32	12	0	0	12	\$ 20,532.00
0	0	0	0	0	0	4	0	0	0	0	\$ 3,048.00
0	0	0	0	0	0	4	0	0	0	0	\$ 2,136.00
0	0	0	0	0	0	4	0	0	0	0	\$ 1,856.00
0	0	0	0	0	0	4	0	0	0	0	\$ 2,428.00
0	0	0	0	0	0	16	12	0	0	12	\$ 6,788.00
											\$ 4,462.00
2	8	4	16	3	18	16	84	16	30	24	\$ 38,721.00
0	0	0	0	0	0	0	12	0	0	0	\$ 3,752.00
2	8	4	16	3	18	0	0	0	0	0	\$ 5,381.00
0	0	0	0	0	0	0	0	0	0	0	\$ 1,840.00
0	0	0	0	0	0	2	8	0	0	0	\$ 2,162.00
0	0	0	0	0	0	2	6	0	0	0	\$ 2,470.00
0	0	0	0	0	0	0	8	0	0	0	\$ 928.00
0	0	0	0	0	0	0	0	0	30	0	\$ 2,550.00
0	0	0	0	0	0	4	14	8	8	24	\$ 10,334.00
0	0	0	0	0	0	8	20	8	0	0	\$ 5,670.00
0	0	0	0	0	0	0	8	0	0	0	\$ 2,048.00
0	0	0	0	0	0	0	0	0	0	0	\$ 500.00
0	0	0	0	0	0	2	8	0	0	0	\$ 2,082.00
0	0	0	0	0	0	40	173	32	60	125	\$ 68,759.00
0	0	0	0	0	0	0	0	0	0	0	\$ 1,020.00
0	0	0	0	0	0	0	0	0	0	0	\$ 960.00
0	0	0	0	0	0	0	0	0	0	0	\$ 1,020.00
0	0	0	0	0	0	0	0	0	60	0	\$ 5,100.00
0	0	0	0	0	0	10	35	16	0	45	\$ 16,383.00
0	0	0	0	0	0	16	50	16	0	50	\$ 19,120.00
0	0	0	0	0	0	4	30	0	0	30	\$ 10,018.00
0	0	0	0	0	0	2	16	0	0	0	\$ 4,400.00
0	0	0	0	0	0	0	12	0	0	0	\$ 1,812.00
0	0	0	0	0	0	4	16	0	0	0	\$ 4,464.00
0	0	0	0	0	0	0	0	0	0	0	\$ 690.00
0	0	0	0	0	0	2	8	0	0	0	\$ 2,082.00
0	0	0	0	0	0	2	6	0	0	0	\$ 1,770.00
0	0	0	0	0	0	1	14	0	0	0	\$ 5,506.00
0	0	0	0	0	0	0	0	0	0	0	\$ 770.00
0	0	0	0	0	0	0	6	0	0	0	\$ 1,816.00
0	0	0	0	0	0	0	2	0	0	0	\$ 1,002.00
0	0	0	0	0	0	1	8	0	0	0	\$ 1,918.00
0	0	0	0	0	0	10	32	0	0	0	\$ 19,482.00
0	0	0	0	0	0	0	16	0	0	0	\$ 4,376.00
0	0	0	0	0	0	2	16	0	0	0	\$ 4,020.00
0	0	0	0	0	0	8	36	0	0	0	\$ 6,812.00
0	0	0	0	0	0	0	16	0	0	0	\$ 2,276.00
0	0	0	0	0	0	0	8	0	0	0	\$ 1,908.00
2	8	4	16	3	18	101	375	48	90	161	\$ 154,006.00

# INDEPENDENT CONTRACTOR CERTIFICATION STATEMENTSECTION 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

*Thomas R. Wilson*

Date

*2/18/09*

Entity

*BERGER/ADAM ENGINEERS INC.*

**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

**CONTRACTOR SIGNATURE:**

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

The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

BERGER/ABAM ENGINEERS, INC.

BY: Thomas R. Wilcox Date: 2/10/09

Name: THOMAS R. WILCOX

Title: VICE PRESIDENT