

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

CONTRACT NO.

SHORT TITLE OF WORK PROJECT:
South Waterfront Intersection Improvements

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Harper Houf Peterson Righellis Inc., hereafter called Contractor. The City's Project Manager for this contract is Chris Armes.

Effective Date and Duration

This contract shall become effective upon the date everyone has signed this contract. This contract shall expire, unless otherwise terminated or extended, on November 14, 2011.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$595,986 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.

CONTRACTOR DATA AND CERTIFICATION

Name (please print): Harper Houf Peterson Righellis Inc.

Address: 205 SE Spokane Street #200, Portland OR 97202

Employer Identification Number (EIN) 931045332
[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]

City of Portland Business License # 404477

Citizenship: Nonresident alien ___ Yes ___ No

Business Designation (check one): ___ Individual ___ Sole Proprietorship ___ Partnership ___ X ___ 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.

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

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any

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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, the STATEMENT OF THE WORK 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 the STATEMENT OF THE WORK. The Contractor shall not change personnel assignments without the prior written consent of the City.

25. Subcontractors: 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.

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

See Exhibit A Attached

CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
April Siebenaler	Project Manager
Bruce Haunreiter	Project Engineer

SUBCONTRACTORS

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

NAME	ROLE ON PROJECT
DKS	Traffic Analysis, Signal, Illumination, Striping and Temporary Traffic Control
URS	Hazmat Report, Streetcar alignment analysis if necessary.
Elcon Associates	Streetcar Catenary System
Pavement Services Inc.	Pavement Analysis and Design
Foundation Engineers Inc.	Geotechnical Analysis

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

Contractor shall be paid the not to exceed amount of \$559,986. The Contractor will be paid based on its hourly rates, costs incurred in paying its subcontractors, if any, plus any authorized expenses, as set forth in more detail below. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by the contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

PAYMENT TERMS: Net 30 Days

Hourly Rates

See attached Exhibit B.

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

- Mileage
- Delivery Fees
- Plan/Document Reproduction
- Project Postage
- Parking Fees
- Project Travel
- Permits/Plans/Maps
- Title Fees

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 15th of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall 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.

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

[Handwritten Signature]

Date

1-28-2010

Entity

HARPER HOUF
PETERSON RIGHTELLIS
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.

Contractor Name Here

BY:  Date: 1-28-2010

Name: DANIEL S. HOUF

Title: VICE PRESIDENT

Contract No. _____

Contract Title: _____

CITY OF PORTLAND SIGNATURES:

By: _____
Bureau Director

Date: _____

By: _____
Purchasing Agent

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

APPROVED AS TO FORM

By: _____
Office of City Attorney

Date: 2/4/10

Julia Neugebauer
CITY ATTORNEY

Exhibit A

SCOPE OF WORK

Project Description

The SW Harbor Drive/SW River Parkway Intersection Improvements Project provides improvements to accommodate future growth of the South Waterfront District and provide critical access to and from the I-5 freeway. The project will add an additional southbound left turn lane to SW River Parkway, lengthen the taper to the existing northbound right turn lane to SW River Parkway and may add an additional eastbound lane along SW River Parkway to SW Moody. Signal modifications and modifications to the streetcar catenary system along SW River Parkway may be required. The project will include a multi use path adjacent to Harbor Drive to connect SW River Parkway to the greenway trail by the Riverplace Larkspur Hotel.

Task 1.0: Project Management and Administration

Consultant shall provide the management, coordination, and direction to the Consultant project team for the duration of the project. Consultant shall monitor the project scope, schedule and budget. Consultant shall prepare monthly invoices and bi-weekly progress reports to be sent to City Project Manager. Consultant shall undertake a quality assurance and control program and work with PBOT Project Manager to identify appropriate staff/agency to resolve or help in decision-making.

1.1 Project Management

Consultant shall provide management of design development activities including staff supervision and administration. Consultant shall maintain records of project coordination activities and decisions made, and provide copies of documentation to City Project Manager upon completion of project, or as requested during the duration of the project.

Consultant shall prepare and provide a project schedule in Microsoft Project. The schedule should show appropriate milestones for the project including intermediate and final submittal dates for design documents, and key decision points. The first project schedule is due to the City Project Manager 10 working days after notice-to-proceed.

Consultant shall revise project schedule monthly to reflect changes in the project and track progress on work completed.

Consultant shall perform QA oversight on all deliverables under this work program. Quality Control activities are to be performed under each individual task.

Deliverables/ Schedule:

- Project close out documentation.
- Project Schedule within ten (10) working days of NTP and monthly.

1.2 Monthly Invoices and Progress Reports

Consultant shall prepare monthly invoices. Monthly invoices shall reflect the project schedule and show the budgeted cost for each task, tasks completed/percent complete, actual cost/cost to date.

Deliverables/ Schedule: Monthly Invoices and Progress Reports

Task 2.0: Meetings

Consultant shall schedule, prepare for and attend meetings during the course of the project duration. Meetings include Team Meetings, Bureau and Agency Coordination Meetings, and Design Review Advisory Committee Meetings.

2.1 Team Coordination Meetings

Consultant shall schedule, prepare for, attend and document bi-weekly Team Meetings (up to 8, assuming a 4 month plan development schedule) 2 hours each, during the course of the project design to review work and to address and resolve project issues as they are encountered and to coordinate with related projects. Issues raised will be tracked on an issue tracking log.

Deliverables and Schedule:

- Up to three (3) Consultant staff to attend up to eight (8) meetings as scheduled by the City.
- Updated issue tracking log within 5 working days of each meeting.

2.2 Bureau and Agency Coordination Meetings

Consultant shall coordinate with the City Project Manager to schedule, prepare for and attend up to ten (10) Bureau, Agency and related project Coordination Meetings (2 hours each) as needed to resolve issues. Consultant shall work with City to coordinate the agenda. The City shall prepare the meeting minutes. Up to two (2) consultant staff shall attend each meeting.

For estimating purposes two meetings with ODOT Region 1 staff, two meetings with ODOT District 2A staff, two meetings with Tri-Met and four meetings with City Bureaus were assumed.

Deliverables and Schedule:

- Up to two (2) Consultant staff to attend up to ten (10) meetings as scheduled by the City.
- Up to two exhibits for each meeting as requested by City.

Task 2.3: Community Meetings

Consultant shall attend up to two (2) community meetings. For budgeting purposes, it is assumed that up to two (2) Consultant team members shall attend each meeting. Each meeting is assumed to be up to three (3) hours in length.

Deliverables and Schedule:

- Up to two (2) Consultant staff to attend up to two (2) meetings as scheduled by the City.
- Up to three exhibits for each meeting as requested by City.

Task 3.0: Background Data Collection and Survey**Task 3.1 Background Data Collection**

Consultant shall collect and review background data materials that will include, but not be limited to the following:

- Consultant shall obtain the following: TriMet design files for the PMLR project that runs through the project area.
- BWW design files for the water main that runs through the project area.

Task 3.2: Field Verify Survey

Consultant shall field verify survey provided PBOT.

Deliverables and Schedule:

- Memo summarizing findings of field verification of survey.

Task 4.0: Traffic Analysis**Task 4.1: Traffic Analysis**

Contractor shall conduct a traffic analysis and prepare a traffic engineering technical memorandum for the Harbor Drive/River Parkway intersection. The key traffic engineering elements that will be outlined in the memorandum will include:

- 1) Determination of the length of the double southbound left turn lanes from Harbor Drive to eastbound River Parkway
- 2) Determination of the length of the northbound right turn lane from Harbor Drive to eastbound River Parkway
- 3) Lane configuration and other relevant traffic elements for River Parkway from Harbor Drive to Moody Avenue
- 4) Need for other intersection improvements to meet the long term needs at the intersection.

A draft memorandum will be prepared and provided for City review and comment. Based on comments received from the City's review, a final memorandum will be prepared.

Twenty-four hour vehicle classification counts will be conducted under this task. These counts will be utilized for pavement design purposes.

Assumptions

- Twenty-four hour vehicle classification counts will be conducted for the following locations:
 - SW Harbor Drive (northbound) north of River Parkway
 - SW Harbor Drive (southbound) north of River Parkway
 - SW Harbor Drive (northbound) south of River Parkway
 - SW Harbor Drive (northbound) south of River Parkway
- No new traffic counts will be conducted as part of this task.
- Future traffic volume projections for the intersection and surrounding area have been developed as part of the North Macadam Transportation Development Strategy and will be used in the traffic analysis.

Deliverables and Schedule:

- Draft traffic engineering technical memorandum
- Final traffic engineering technical memorandum

Task 4.2: Permanent Guide Signing Plans (ODOT)

Contractor shall prepare plans for permanent signing on I-5 NB and Harbor Drive to accommodate changes in traffic routing to the South Waterfront District. Consultant shall also prepare signing plans for SW Hood Avenue, SW Kelly Street, SW Naito Parkway, and SW Macadam Avenue (from SW Harrison Street on the north end of the project to SW Bancroft Street at the south end) to accommodate changes in traffic routing along OR 43 to the South Waterfront District. Special provisions and cost estimates for the proposed signing will be developed.

The Contractor will coordinate sign designs with City of Portland and ODOT staff. Panel sizes and locations for overhead signing will be provided for determination of the structural capacity of existing and new sign support structures.

Plans sheets, special provisions, and cost estimates will be submitted on the same review cycle as those items being prepared under Task 7.0. The following plan sheets will be provided under this task:

- 2 sheets - Permanent Guide Signing Plans, 11" x 17" only with full size stamp
- 1 sheet - Permanent Guide Signing Details
- 1 sheet - Permanent Guide Signing and Post Data Table

Plan sheets, special provisions, and cost estimates developed under this Task will not be submitted with the final package but will be set aside for later implementation by ODOT.

Design Standards:

Contractor shall prepare the permanent ODOT guide sign plans to MUTCD and ODOT standards.

Assumptions:

- ODOT will review existing overhead sign supports for structural capacity where sign modifications are being made.
- The "Left Exit 299 B" Sign proposed near the I-5 Curry Street Southbound Off-Ramp is assumed to require a triangular based breakaway (TBB) support per preliminary discussions with ODOT staff.
- No overhead/structurally mounted signs will be required.

Deliverables and Schedule:

- Plans, special provisions, and cost estimates to be delivered within the deliverables and schedule identified in Tasks 7.1 through 7.6 and will include the following:
 - Permanent Guide Signing Plans, 11" x 17" only with full size stamp
 - Permanent Guide Signing Details
 - Permanent Guide Signing and Post Data Table
 - Permanent Guide Signing Special Provisions
 - Permanent Guide Signing Cost Estimate

Task 5.0 - Environmental

Consultant shall provide labor, equipment and materials to complete the necessary environmental documentation including a Level 1 Environmental Site Assessment (Hazmat) as described below.

Task 5.1: Level 1 HazMat Assessment (HMA)

Consultant shall conduct a Level 1 HazMat Assessment of the project area and produce a Level 1 Assessment report with findings for potential of encountering hazardous materials during construction and recommendations for construction provisions.

Consultant shall prepare a map of the area of potential impact (API) and submit it to Environmental Database Resources, Inc. (EDR) of Milford, Connecticut. EDR will review the applicable regulatory agency databases within a 1-mile search radius around the API to identify properties or facilities that may have the potential to adversely affect environmental conditions along the alternative. The databases will be searched for known or potential hazardous material sites, landfills, or properties currently under investigation for potential environmental violations. EDR will review the pertinent individual U.S. Environmental Protection Agency (EPA), Department of Environmental Quality (DEQ), and Oregon State Fire Marshal (OSFM) databases to generate a summary database report (the EDR Report).

Sites identified in the EDR Report will be further screened for distance and hydrologic position relative to the alternatives. Groundwater flow direction generally will be

assumed to follow topography and flow towards major surface water bodies unless specific information is otherwise available. Based on this review, a list of sites that have the potential to impact soil and/or groundwater beneath the API will be developed. In addition, the DEQ provides additional site-specific information online. These online databases will also be reviewed.

The OSFM hazardous substance incident online database will be reviewed for additional information concerning the Hazardous Materials Incidents (OR HAZMAT) listings in the EDR Report, if any.

Consultant shall conduct a drive-by survey from public access areas and from the public right-of-way. Detailed engineering design drawings for the alternatives will be reviewed to assess the locations of sites listed in the EDR Report compared to the Build Alternative.

In addition, readily available historical aerial photographs and USGS 7.5-minute quadrangle maps of the API will be obtained from EDR (or University of Oregon) for review. These will be used to obtain information concerning past land use practices.

Based on the above identified information Consultant shall generate a report using the Oregon Department of Transportation Level One Hazardous Materials Technical Report guidelines

Consultant intends to rely on readily available information from public and private sources to complete the Level One Hazardous Materials Technical Report. We will attempt to identify and review the most current information. Information sources may not be frequently updated, and Consultant cannot ensure that all information is current. The failure to identify RECs through completion of this Report does not guarantee the absence of such conditions.

The scope of services outlined above does not include an assessment of indoor-air quality, outdoor air emissions, asbestos, lead paint, PCB ballast, or wetlands. If relevant and requested by you, a separate proposal or proposal addendum can be prepared to address these issues.

Deliverables and Schedule:

- Level 1 Environmental Site Assessment (one electronic copy in PDF format and five (5) paper copies) due within twenty-five (25) business days from NTP.

Task 5.2: Level 2 Hazardous Materials Assessment (Contingency Task)

This contingency task identifies specific deliverables which the City at its discretion may elect to authorize the Consultant to produce. The Consultant shall only complete this task and the identified deliverables if a separate, written notice to proceed (NTP) is issued (email acceptable) by the City and has a Not to Exceed (NTE) amount of \$XXX.

The anticipated scope of services for a follow-up Level 2 Hazardous Materials Assessment includes the following Tasks:

- Task 1: Preliminary Processes
- Task 2: Field Work
- Task 3: Laboratory Analysis
- Task 4: Reporting of Results

The following sections detail these tasks.

Prior to conducting the field work, Consultant shall complete the following activities:

- Prepare a site specific Health & Safety Plan (HASP).
- Contact the Utility Notification Center and request they contact private and public utility companies with underground utilities to identify their easements in the vicinity of the subject areas.
- Contact a private utility locating company to clear the proposed boring locations prior to advancing each boring.
- Obtain permits from the City of Portland for work in the public right-of-way
- Contact a flagging company to prepare and obtain permits for working in the public right-of-way.

The field work will consist of the following activities:

- Conduct up to two days of soil sampling using direct push technology.
- Provide field oversight with experienced personnel during the advancement of the borings.
- Continuously collect and log soil cores to the terminated depth of each boring.
- Consultant shall attempt to advance a maximum of 6 borings to an average depth of 20 feet below ground surface (bgs). The boring locations will be determined after completion of the Level 1 Hazardous Materials Assessment.
- Collect soil samples from each soil core and field screen using photo ionization detector (PID) and observe for staining and odors.

- Select a maximum of 12 soil samples (two per boring from the six borings) for laboratory analysis. The 12 soil samples from the borings will be selected based on the field screening.
- Collect grab groundwater samples at each boring location, if groundwater is encountered. For the purpose of this proposal Consultant assumes groundwater will not be encountered.

Soil (surface and subsurface) and six groundwater samples will be submitted for the following minimum analyses:

- Total Petroleum Hydrocarbon Identification Analytical Method (NWTPH-HCID) (1 day turn around time (TAT)).
- Volatile organic compounds (VOCs) per United States Environmental Protection Agency (EPA) approved method 8260B (7 day TAT).
- Resource Conservation and Recovery Act (RCRA) 8 Metals by EPA Methods 6000/7000 series (7 day TAT).

In the event the NWTPH-HCID analysis identifies petroleum hydrocarbons, the soil and groundwater samples will be submitted for the appropriate quantification method:

- NWTPH-Gx for gasoline-range hydrocarbons (7 day TAT).
- NWTPH-Dx for diesel/heavy oil-range hydrocarbons (3 day TAT).

Further analysis is not required if NWTPH-Dx results are below the laboratory reporting limit. However, samples with NWTPH-Dx results above the laboratory reporting limit will be analyzed for the following:

- Polyaromatic hydrocarbons (PAHs) per EPA approved method 8270-SIM (7 day TAT).
- Polychlorinated biphenyls (PCBs) per Method SW 8082 (7 day TAT).

Reporting of Results

Consultant shall complete a Level 2 Hazardous Materials Assessment Report, which will include a description of the assessment rationale and scope of work, field activities, analytical results, findings, and conclusions and recommendations applicable to the potential environmental concerns assessed. Consultant will include a rough cost estimate to remediate any significant environmental concerns.

Consultant shall submit one electronic copy of the Draft Phase II ESA Report to the City for review. Upon receipt of your comments, Consultant shall finalize the report and submit three paper copies of the Final Level 2 Hazardous Materials Assessment Report and one electronic copy to the City.

Assumptions:

The following assumptions have been made in the costing of the project:

- Analysis of samples will be performed at the TATs listed above.

- Field work will be completed in two normal working days, during normal working hours.
- Separate access a day or two prior to the drilling maybe needed to complete the private utility locates.
- No more than 12 soil samples (two per boring) will be analyzed.
- Additional analysis for other contaminants may be necessary if they are encountered during the Level 2 Hazardous Materials Assessment. Analysis of additional contaminants is not included in this proposal but can be conducted upon approval of a cost addendum.
- Field activities can be performed in Level D PPE (personal protective equipment).
- No more than 6 borings, as described above, will be necessary to perform an adequate Level 2 Hazardous Materials Assessment based on our current understanding of the site.

In the event these assumptions are not valid, the project scope of work, schedule, and/or budget maybe impacted and Consultant shall notify the client.

Task 6.0 Geotechnical Engineering Services

Consultant shall provide labor, equipment and materials to provide the geotechnical engineering services for the project as described below.

Task 6.1: Geotechnical Investigations and Report

Consultant shall conduct a geotechnical investigation at the intersection of Harbor Drive/River Parkway and for the ramp meter on the I-5 Clay Street Ramp to meet ODOT standards for signal, streetcar catenaries and ramp meter installation.

Work shall include a field investigation consisting of up to three borings will be performed at the intersection of SW Harbor Drive/ SW River Parkway. One boring, if necessary, will also be advanced on the east side of SW Harbor Drive between River Parkway and Montgomery. Each of the three borings at the intersection will be advanced up to a maximum depth of ± 40 feet, and up to 20 feet for the luminary on Harbor Drive. A fifth shallow boring up to ± 20 feet deep may also be completed for the ramp meter, if required. Analyses will include luminaire drilled shaft diameter and length as per TM 630 and calculation of lateral displacement. Recommendations for shallow spread footing design and construction for the ramp meter will also be provided. Analyses and recommendations will be performed as per guidelines in the ODOT Geotechnical Design Manual Volume 3, Chapter 16, dated December 2009. We will evaluate the slope and potential embankment widening east of the planned right turn lane from NB Clay Street off-ramp to NW River Parkway. A work plan will be submitted to ODOT for right-of-way access.

Assumptions:

- It is assumed that no geotechnical work will be needed at the River Parkway/Moody intersection.
- Three (3) luminaries are planned, two at the intersection of SW Harbor Drive/ SW River Parkway and one between River Parkway and Montgomery. Each luminaire will be supported on a drilled shaft. A ramp meter planned for the Clay St. onramp will be supported on a spread footing.
- All right of way and site access permits will be obtained by HHPR.
- No Traffic Control will be provided.
- No hazardous materials or contaminated soil is anticipated.
- No geotechnical work will be required for the signs associated with Task 4.2.

Deliverables and Schedule:

- Draft geotechnical memorandum (two (2) hard copies and one (1) electronic (PDF) version) due within twenty-five (25) business days of NTP.
- Final geotechnical report incorporating all review comments (five (5) hard copies and one (1) electronic (PDF) version) due five (5) business days after receipt of comments

Task 6.2: *Geotechnical Investigation (Contingency Task)*

This contingency task identifies specific deliverables which the City at its discretion may elect to authorize the Consultant to produce. The Consultant shall only complete this task and the identified deliverables if a separate, written notice to proceed (NTP) is issued (email acceptable) by the City and has a Not to Exceed (NTE) amount of \$XXX.

A contingency plan for site reconnaissance, hand-auger boring if necessary, and recommendations for standard monotube cantilever sign support on spread footing for sign location on I-5 Northbound ±500 feet south of Macadam overcrossing is also included.

Deliverables and Schedule:

- Information collected will be incorporated into the deliverables under task 6.1.

Task 7.0: Project Design

Consultant shall provide labor, equipment and materials to prepare the Concept Plans (30%), Preliminary (60%), Advanced (90%), Pre Final (95%), and Final (100%) Plans, Specifications and Estimates (PS&E), to add an additional southbound left turn pocket and to lengthen the northbound right turn pocket on Harbor Drive at River Parkway.

Consultant shall prepare final street design plans that will include the following:

- Plan and Profile design

- Horizontal and Vertical Alignment
- Drainage Plans
- Intersection Detailed Grading Plans
- Paving Plan
- Signing and Striping Plans
- Typical Sections and Detail Sheets
- Staging and Traffic Control Plans
- Erosion Control Plans
- Landscape Plans
- Traffic Signal Plans
- Ramp Meter Plans
- Illumination Plans

Assumptions:

Design Standards:

Consultant shall prepare plans to AASHTO, MUTCD and City standards. The taper length on the northbound right turn pocket of Harbor Drive will be designed to ODOT standards. Consultant shall use the survey base map provided by PBOT. No modification to the base map line work is anticipated in this SOW.

Stormwater Report:

Contractor shall develop water management concepts utilizing the current BES Stormwater Management Manual and Green Street design standards.

Contractor shall prepare a final layout of the storm system for the proposed improvements including plan and profiles identifying all existing utility crossings based on sewer and water as-builts and pothole information provided by PBOT. This work shall be coordinated with BES to assure that the design meets current BES standards. Contractor shall incorporate all BES comments during the course of final design. Facility design shall include: facility layout, grading, elevations/cross sections at multiple points through facilities, stormwater conveyance system entry and exit points.

Traffic Signal and Ramp Meter Design

The Contractor shall develop traffic signal modification plans for the intersection of SW Harbor Drive/River Parkway. Currently proposed improvements will require modifications to the NE (controller will be relocated), SW, and SE corners of the intersection. A modification plan will be developed for the southbound Harbor Drive ramp meter located below the Marquam Bridge to I-405 westbound and eastbound ramps. Roadway improvements will include adjustments to the current detector loop locations. The traffic signal shall be designed to meet ODOT standards and shall consist of the following plans sheets:

- 1 sheet – Legend
- 1 sheet - Traffic Signal Modification Plan (1"=10')

- 1 sheet – Detector Modification Plan (1"=30')
- 1 sheet – Wiring Schematic
- 3 sheets – Traffic Signal Details
- 1 sheet – Ramp Meter Modification Plan (1"=30')

The Contractor shall design the underground conduit, wiring, and junction box system modifications. The Contractor shall coordinate service connection requirements with PGE and will coordinate with other utilities to minimize underground and overhead conflicts with the proposed traffic signal pole and foundation design. Traffic signal interconnect will be shown on the traffic signal plan.

Geotechnical studies for the design of foundations will be conducted under Task 6.0.

Street Lighting Design

Contractor shall develop street lighting plans for the replacement of the existing street lights located within the median along SW Harbor Drive between SW Montgomery Street and River Parkway. In addition, street lighting plans will be developed for replacement of the existing lighting along the eastside of the south leg of SW Harbor Drive between SW River Parkway and the I-405 EB to I-5 SB Ramp. The lighting shall be designed to current ODOT standards and will consist of the following plan sheets:

- 4 sheets – Illumination Plans (1"=30')
- 4 sheets – Illumination Removal Plan (1"=30')
- 1 sheet – Illumination Legend and Pole Data Table
- 1 sheet – Illumination Details

A lighting analysis will be conducted utilizing the AGI32 software program for the replacement of the street lighting system within the project area. The lighting analysis will be summarized in a brief 1 to 2 page memorandum.

The Contractor will design the underground conduit, wiring, and junction box system. Voltage drop calculations will be conducted to determine the appropriate wire sizes to utilize in the lighting circuit designs. The Contractor shall coordinate service connection locations with PGE and will coordinate with other utilities to minimize underground and overhead conflicts with the proposed light pole and foundation design.

Permanent Roadway Signing Plans

Contractor will develop the permanent signing plans in accordance with Agency's latest standards and specifications. Contractor shall identify any R/W (including temporary or permanent easements) required for signing. Signing will be required to be replaced along SW Harbor Drive between SW Montgomery Street and the I-405 EB to I-5 NB over crossing. Permanent signing plans will not include the permanent ODOT guide signing being developed under Task 4.2.

The Contractor will design a replacement for the "Be Prepared to Stop" overhead flasher system on the east side of SW Harbor Drive between SW Montgomery and SW River Parkway. The design will include new overhead flashers, wiring circuit, sign, and mast arm pole. The Contractor shall coordinate service connection locations with PGE and will coordinate with other utilities to minimize underground and overhead conflicts with the proposed light pole and foundation design. Geotechnical studies for the design of the foundation for the mast arm pole will be conducted under Task 6.1.

The signing shall include the following plan sheets:

- 3 sheet – Signing Plans (1"=30')
- 1 sheet – Overhead Flasher/Signing Plan (1"=10')
- 1 sheet – Signing Details
- 1 sheet – Sign Post and Data Table

Permanent Roadway Striping Plans

Contractor shall develop the permanent striping plans in accordance with Agency's latest standards and specifications. New striping will be required from along SW Harbor Drive from SW Montgomery Street to the I-405 EB to I-5 SB Ramp. The striping shall include the following plan sheets:

- 4 sheet – Striping Plans (1"=30')
- 1 sheet – Striping Details

Temporary Traffic Control Plans

Contractor shall develop temporary traffic control plans for the Harbor Drive Improvements. Temporary traffic control will be designed to ODOT and MUTCD standards and will consist of three separate stages:

- Stage 1 – Construct widening of shoulder on east side of SW Harbor Drive to accommodate lane realignment to the north of SW River Parkway and the addition of the northbound right turn lane on SW Harbor Drive to the south of SW River Parkway.
- Stage 2 – Shift northbound traffic to the east (to newly constructed lanes) and reconstruct median and new southbound left turn lane. The existing southbound left turn lane is to be maintained during Stage 2.
- Stage 3 – Open new southbound left turn lane and reconstruct existing southbound left turn lane.

The temporary traffic control plans sheets shall include the following:

- 8 sheet – Striping Plans (1"=100')

Task 7.1: Concept Plans (30%)

Contractor shall prepare preliminary plans and specifications index and design summary memo. Contractor shall coordinate all submittals with PBOT and provide the necessary copies and transmittals for agency review. Contractor shall respond to and update the plans as a result of review comments. Project schedule shall include a two-week 30% technical review period.

Contractor shall field verify accuracy of base map. Contractor shall then prepare 30% street design plans including the following:

- Preliminary Plan and Profiles
- Typical Sections and Detail Sheets
- Basic Notes
- Specification index including all anticipated technical specification sections

Contractor Project Manager and PBOT Project Manager shall prepare preliminary plan review agenda that should address any project issues and seek feedback for decision-making.

Contractor shall prepare a Design Review and Comments Log to record and track comments and issues as they arise through 30% review cycle, and monitor through resolution. The Design Review Comments log shall include; name of person making the comment, sheet number, action taken and reason. Contractor shall work with PBOT Project Manager to identify appropriate staff/agency to resolve or help in decision-making.

Contractor shall prepare a drainage report with defined catchment areas maps, as well as flow and pollution reduction calculations as required.

Contractor shall prepare a preliminary layout of the storm system for the proposed improvements. This work shall be coordinated with BES to assure that the layout meets current BES standards.

Quality Control***Deliverables and Schedule:***

- Preliminary drainage report
- **30% Concept Plan Set**
 1. One (1) half-size, 11"x17" set of preliminary design plans on paper.
 2. One (1) half-size, 11"x17" set of preliminary design plans in Adobe Acrobat (.pdf) format
- Title Sheet, Index of Sheets/Symbols & Abbreviations, Typical Sections, and Detail Sheets
- Preliminary Plan and Profiles
- Basic Notes
- Horizontal Alignment and curb ramp layout

- Street Construction Plans and Profiles
- Curb and Sidewalk Detail Sheets
- Utility Conflict identification notes
- Draft Stormwater Report that provides a schematic design which considers contributing areas, hydraulic analysis and treatment efficiencies.
- Erosion Control Plans
- Erosion Control Details
- Technical Specifications Index in Microsoft Word.
- Preliminary Engineer's Estimate and quantity take-offs in PBOT Microsoft Excel standard form with narrative explaining assumptions and contingencies.
- Quality Control Documentation
- Preliminary Design Review Meeting, agenda and minutes
- Design Review Comments Log
- Quality Control

Task 7.2: Preliminary Plans and Specifications (60%)

Upon completion of the preliminary design and receipt of the 30% comments from PBOT, Contractor shall complete the preliminary (60%) plans and specifications including the following:

- Preliminary Plan and Profiles
- Typical Sections and Detail Sheets
- Standard Drawings
- Notes
- Specification index including all anticipated technical specification sections

Deliverables and Schedule:

60% PS&E: Vertical Alignment established

- 60% Review Plans: Vertical Alignment established
 1. Ten (10) full-size, 11"x17" set of preliminary design plans on paper.
 2. One (1) full-size, 11"x17" set of preliminary design plans in Adobe Acrobat(.pdf) format
- Updated Engineer's Estimate with bid items and quantity take-offs in Microsoft Excel with narrative explaining assumptions and contingencies.
- Draft Technical Specifications in Microsoft Word
- Draft Storm Drainage Design report
- Updated Utility Conflict and Coordination notes
- Utility Coordination Meeting
- Comments Log showing comments and resolutions through 30% PS&E
- 60% Design Review Meeting agenda and minutes.
- Quality Control

Task 7.3: Advance Plans and Specifications (90%)

Upon completion of the preliminary design and receipt of the 60% comments from PBOT, Contractor shall complete the preliminary (90%) plans and specifications including the following:

- Plan and Profiles
 - Plan and profiles at a scale of 1"=10'.
- Typical Sections and Detail Sheets
- Notes

Deliverables and Schedule:

Advance PS&E: Constructability Review Plans: Plans Complete, biddable and buildable

- 90% Constructability Review Plans: Plans Complete, biddable and buildable
 - Twenty-five (25) full-size, 11"x17" set of preliminary design plans on paper.
 - One (1) full-size, 11"x17" set of preliminary design plans in Adobe Acrobat (.pdf) format
- Updated Engineer's Estimate with bid items and quantity take-offs in Microsoft Excel with narrative explaining assumptions and contingencies.
- Updated Technical Specifications in Microsoft Word
- Updated Utility Conflict and Coordination notes
- Utility Coordination Meeting agenda and minutes.
- 90% Design Review Meeting agenda and minutes.
- Comments Log showing comments and resolutions through 75% PS&E
- Quality Control

Task 7.4: Pre-Final PS&E (95%)

Upon receipt and acceptance of deliverables from Task 8.3, Consultant shall provide 95% Pre-Final Plans and Specifications.

Deliverables and Schedule:

95% Pre-Final PS&E: Bid-Ready Plans: Constructability comments incorporated for final review.

- 95% Bid-Ready Plans: Constructability comments incorporated for final review
 - Five (5) full-size, 11"x17" set of preliminary design plans on paper.
 - One (1) full-size, 11"x17" set of preliminary design plans in Adobe Acrobat (.PDF) format
- Updated Engineer's Estimate with bid items and quantity take-offs in Microsoft Excel with narrative explaining assumptions and contingencies.
- Updated Technical Specifications in Microsoft Word
- Updated Utility Conflict and Coordination notes
- Comments Log showing comments and resolutions through 90% PS&E
- Final Stormwater Report
- Quality Control Documentation

Task 7.5: Final PS&E (100%)***Deliverables and Schedule:*****100% Final PS&E: Stamped and Signed Plans, Specifications and Estimate**

- 100% Final Plans: Stamped and Signed plans
 - One (1) full-size, 11"x17" set of preliminary design plans on vellum.
 - One (1) full-size, 11"x17" set of preliminary design plans in Adobe Acrobat (.pdf) format
 - Electronic files in MicroStation (.dgn) Design File format. The MicroStation design files shall be kept on their original coordinate base. Level names that currently exist shall remain. New logical level names may be added as needed but must remain within the maximum 63 layers as supported by the MicroStation level structure. All necessary MicroStation resource files (font libraries, line styles, etc.) shall be included with the returned set.
- Final Engineer's Estimate with bid items and quantity take-offs in Microsoft Excel with narrative explaining assumptions and contingencies.
- Final stamped Technical Specifications in Microsoft Word
- Final Utility Conflict and Coordination notes
- Final Comments Log
- Final stormwater design calculations in Final Stormwater Report
- Survey Staking Data. Prepare electronic data files for construction staking
- Quality Control

Task 7.6: Survey Staking Data

Consultant shall prepare electronic data files for construction staking. The Consultant shall meet with a representative of PDOT's Survey Section prior to preparing the electronic data files to insure all PDOT required data elements for construction staking are included.

Consultant shall prepare electronic data files for construction staking including the following:

- Provide a InRoads intelligent DTM Including the following discrete features:
 - Random Points
 - Break lines
 - Interior and exterior boundaries
 - Triangles
 - Contours
- These features include design elements necessary for construction such as; gutter lines, curb lines, walks, lighting, signals, pedestrian ramps, limits of stormwater facilities, hydrants, meters, furnishings and trees.
- Horizontal and vertical geometry files (.alg) for street centerline and curb returns

Deliverables and Schedule:

- Construction staking data within ten business days of Construction Contractor's NTP date.

Task 7:7ODOT Permit

Consultant shall provide the necessary coordination with ODOT permit specialist to obtain a permit to work within ODOT right-of-way. Plans submitted to ODOT shall be prepared in PBOT format. It is assumed that there will be no cost for the permit.

Deliverables and Schedule:

- Draft ODOT permit for City review
- Permit for submittal to ODOT with 60% submittal (Task 7.2 above.)

Task 7.8: Design and Estimating Contingency Task

This contingency task identifies deliverables which the City at its discretion may elect to authorize the Consultant to produce. If this task is authorized a detailed description of work tasks and deliverables will be developed prior to issuing NTP to the Contractor. The Consultant shall only complete this task and the identified deliverables if a separate, written notice to proceed (NTP) is issued (email acceptable) by the City.

Should the traffic analysis prepared in Task 3.1 find the need for an additional travel lane on River Parkway and/or improvements at the River Parkway/Moody intersection, consultant shall prepare plans for these improvements within the deliverables and schedule identified in Tasks 7.1 through 7.6 above.

Plans for traffic related items will include the following:

- 2 sheet - Traffic Signal Modification Plan (1"=10')
- 2 sheet – Detector Modification Plan (1"=30')
- 2 sheet – Wiring Schematic
- 2 sheet – Illumination Plans (1"=20')
- 1 sheet – Illumination Details
- 2 sheet – Signing Plan
- 2 sheet – Striping Plan
- 2 sheets – Temporary Traffic Control

Assumptions:

- Modifications will be required for the traffic signal at SW River Parkway/Moody Avenue.
- Modifications will be required for the traffic signal at SW River Parkway/River Drive.
- Street Lighting along the south side of SW River Parkway will be required to be replaced.
- Existing Signs to be relocated and new ones installed.
- Existing striping will need to be modified.
- Construction along River Parkway will occur under a single stage of temporary traffic control.

Deliverables and Schedule:

- Plans to be delivered within the deliverables and schedule identified in Tasks 7.1 through 7.6 above.

Task 8:0 Pavement Design

Consultant shall conduct a pavement analysis and prepare a pavement report that shall include the following elements:

Project Reconnaissance

The streets will be inspected to become familiar with the pavement conditions and to refine the field testing program.

Non-destructive Deflection Testing

Falling Weight Deflectometer (FWD) deflection testing using our KUAB FWD will be conducted in accordance with ASTM D 4695 at 50-ft intervals along the following seven (7) test lines. In the North Segment, the tests will be conducted in the outer wheelpaths of the right and left travel lanes of both directions. In the South Segment, the tests will be conducted in the outer wheelpath of the right lanes in both directions and in the northbound shoulder. The testing sequence will be staggered by 1/2 of the test interval between adjoining lanes.

The FWD tests will take 1 night to complete. Traffic control will be accomplished in accordance with the Oregon Temporary Traffic Control Handbook using signing and a truck mounted attenuator with directional arrow board following behind the FWD to direct traffic around the FWD.

Coring and Boring Explorations

Full depth core explorations to a maximum depth of 3 ft below subgrade level will be conducted at up to two (2) FWD test locations per each of the 7 test lines for a total of up to 14 locations. Additionally, shallow borings to a maximum depth of 7 ft will be conducted in two (2) locations within the widening area in the North Segment. Coring through bound pavement layers will be conducted by diamond bit core drill. Drilling below the bound layers will be conducted by solid stem power auger operated by our drilling subcontractor. Portable Dynamic Cone Penetrometer (PDCP) penetration tests

will be conducted per ASTM D 6951 in the North Segment at full depth core explorations and at shallow borings for evaluation of the in situ strength of the soils within the upper 2 ft of the subgrade.

Pavement materials and subgrade soils will be visually classified, the thicknesses of pavement layers will be measured and the depths below the surface to interfaces between soil layers will be measured. Core samples of the bound pavement layers will be retrieved for laboratory inspection of asphalt stripping damage, top-down cracking and delamination between lifts. The core samples will be photographed in the laboratory for documentation of the condition of the bound materials. Jar samples of subgrade soil will be obtained at full depth core explorations and bulk samples of subgrade soil will be obtained in the two shallow borings in the North Segment for laboratory testing as described later below.

The drill hole below bound layers will be patched using excavated materials compacted by a vibratory hammer. The core hole through the bound layers will be patched using "Instant Road Repair", a high performance ODOT approved (QPL #1895) polymer modified asphaltic patching material, compacted by vibratory hammer.

The explorations will take 3 nights to complete due to the time involved in traffic control setup and takedown for moving among the four work zones (one work zone per direction in each segment). Traffic control will be accomplished in accordance with the Oregon Temporary Traffic Control Handbook using signing and coned lane closures with flashing arrow board to direct traffic around our work areas.

Subgrade Soil Investigation & Testing

Laboratory testing of samples from the explorations will consist of the following types and number of tests:

- Water content determination and visual reclassification of all jar samples
- Laboratory compaction test to determine moisture-density relationship per ASTM D 1557 (modified Proctor) on one (1) sample from the area of widening in the North Segment.
- Laboratory resilient modulus test per AASHTO T 292 on one (1) compacted sample from the area of widening in the North Segment to determine resilient modulus design value for compacted soil.

Pavement Visual Survey

The pavement will be visually surveyed to identify locations where pavement repair may be necessary in preparation for the recommended rehabilitation work such as areas of medium to high severity alligator cracking distress and/or rutting distress. Areas where preparatory pavement repair work is required will be tabulated in the design report.

Pavement Analysis & Report

Traffic data provided by the project traffic consultant will be analyzed to develop estimates of the cumulative Equivalent 18,000-pound Single Axle Load (ESAL) repetitions during the design period. Backcalculation analysis of the FWD test data will

be accomplished in general accordance with the guidelines of ASTM D 5858 using our PAVBACK software. Pavement design analysis will be accomplished in accordance with the procedures of the 1993 AASHTO *Guide for Design of Pavement Structures* (AASHTO Guide) and the December 2007 *ODOT Pavement Design Guide* (ODOT Guide). Overlay thickness and/or inlay depth will be analyzed for each FWD test point using our PAVCALC software.

Design recommendations will be developed for overlay, inlay, deep milling, partial depth reconstruction on existing base or reconstruction, as appropriate for the project conditions, and for new pavement in areas of widening. Designs for new pavement or reconstruction, where required, will be for flexible pavement and will include alternative designs by the AASHTO Guide methodology for 20-yr and 40-yr design lives as well as sections designed using the "perpetual pavement" PerRoad design methodology. Our findings and recommendations will be summarized in a design report that will include design documentation, exploration logs and photos of the core samples. A draft of the report will be submitted in pdf format for review. Four (4) printed copies and a pdf file of the final report will be provided.

Assumptions

- It is assumed that testing work in the roadway will need to be done at night due to traffic control issues.
- It is assumed that the project traffic consultant will provide traffic volume counts classified by truck axle category and estimates of traffic growth rate during the design period for the northbound and southbound lanes of both segments.
- This estimate does not include fees assessed by agencies for lane closure and street opening (coring/boring) permits, which will be invoiced at cost +5%.

Deliverables and Schedule:

- Draft Pavement Report (two (2) hard copies and one (1) electronic (PDF) version) due within sixty (60) business days of NTP.
- Final Pavement Report incorporating all review comments (five (5) hard copies and one (1) electronic (PDF) version) due five (5) business days after receipt of comments

Task 9.0: Cost Estimates

Consultant shall prepare planning level cost estimates. For scoping purposes, we have divided the project area into four areas:

- 1) SW River Parkway to Sheridan
- 2) SW Sheridan to SW Baker Streets
- 3) SW Baker to SW Woods Streets
- 4) SW Woods to SW Gibbs

The estimates prepared will include costs for roadway, utilities, streetcar, staging, signals, lighting and stormwater management. Consultant shall develop cost saving measures including phasing options, modified cross sections, and staging options.

Five estimates will be prepared as follows:

1. The currently proposed alignment with a reduced section and construction staging within or near the current roadway.
2. The currently proposed alignment with a reduced section and construction staging on the future Bond Street right-of-way.
3. The currently proposed alignment with a reduced section, dropping section 1 and 4 and construction staging within or near the current roadway.
4. The currently proposed alignment with a reduced section, dropping section 1 and 4 and construction staging on the future Bond Street right-of-way.
5. As yet undetermined by City utilizing a variation on the above options.

Assumptions:

- It is assumed that there will be a new signal installed at Woods and the signal at Sheridan will be modified. It is assumed that the signal at Porter will not be included in this estimate.
- It is assumed that the streetcar will have a bus bridge during construction.
- It is assumed that the OUS building will be in construction at the same time Moody is in construction.
- It is assumed that Light Rail will begin construction of the bridge over the Willamette but their work area will not overlap with the Moody/Bond project during its construction.
- It is assumed that no additional environmental work will be needed.
- It is assumed that the City will advise of any mitigation needed to leave the 72" sewer line in place.
- It is assumed that the City will provide the proposed water and sewer pipe sizes.
- For options utilizing Bond for construction staging, it is assumed that the roadway would be built at its final elevation above the 100 year flood plain, but it would be only 36' wide (two – 12' travel lanes and one - 16' multi use path). The road would have concrete barriers on both sides.

Schedule and Deliverables:

- Project estimates in PBOT format (1 electronic copy) for each option within 40 business days of NTP.
- Exhibits for each option (1 paper and 1 electronic copy) within 40 business days of NTP.

Task 10.0 Bid Support

It is assumed that during the letting process Plan Holders may ask clarifying questions and/or identify areas within the bid documents that need to be amended. The Consultant shall be available to respond to questions and prepare an addendum(s) to the bid documents.

It is assumed that a pre-bid meeting with prospective Construction Consultants (CCs) will not be required.

Task 10.1: Bid Support

Consultant shall respond to questions from CCs and suppliers regarding the Plans and Special Provisions that are fielded by the City. Responses to questions will be in writing and forwarded to the City for distribution within one (1) business day from the time a question is submitted by a CC.

Consultant shall, during the bidding process, manage the communications with CCs and suppliers in a manner that provides that no CC or supplier is provided with information that could provide a bidding advantage or disadvantage. Consultant shall prepare a written log to document conversations and questions asked by CCs and/or suppliers and the answers provided in response. Consultant shall prepare a summary of the communications at the close of the bidding period.

Consultant shall prepare an addendum to the bid documents as required during the bidding process. An allowance for supporting three (3) bid addenda is provided in the estimated budget for this SOW.

Deliverables and Schedule:

- Written log of conversations, questions and answers. Responses to questions must be forwarded to the Agency for distribution within one business day from the time that a question is received by Consultant.
- Up to three (3) text of any addenda determined to be necessary and appropriate, due as scheduled by the City.
- Up to three (3) plan modification details for use in addenda, due as scheduled by the City.

Exhibit B Harper Houf Peterson Righellis, Inc - SW Harbor Drive/SW River Parkway Proposed Fee	PSI					Grand Total by Task
	Senior Engineer	PWD/Senior Technician	Drafting & Clerical		Expenses	
Task Description						
Task 1: Project Intent and Project Management						
1.1 Project Management						\$ 27,550
1.2 Monthly Invoices and Progress Reports						\$ 2,900
					\$0.00	\$ 30,450
Task 2: Meetings Support						
2.1 Team Coordination Meetings						\$ 10,080
2.2 Bureau and Agency Coordination Meetings						\$ 8,690
2.3 Community Meetings						\$ 2,220
					\$0.00	\$ 20,990
Task 3: Background Data Collection, Surveying and Mapping						
3.1 Background Data Collection						\$ 1,880
3.2 Field Verify Survey						\$ 1,010
					\$0.00	\$ 2,670
Task 4: Traffic Analysis						
4.1 Traffic Analysis						\$ 6,590
4.2 South Waterfront Signing Concept						\$ 11,200
					\$0.00	\$ 17,790
Task 5: Environmental						
5.1 Level 1 HazMat Assessment						\$ 8,975
					\$0.00	\$ 8,975
Task 6: Geotechnical Engineering Services						
6.0 Geotechnical Report						\$ 16,766
					\$0.00	\$ 16,766
Task 7: Project Design						
7.1 Concepts Plans (30%)						\$ 54,824
7.2 Preliminary Plans and Specifications (60%)						\$ 63,840
7.3 Advance Plans and Specifications (90%)						\$ 58,186
7.4 Pre-Final Plans and Specifications (95%)						\$ 25,414
7.5 Final Plans and Specifications (100%)						\$ 23,699
7.6 Survey Staking Data						\$ 6,880
7.7 ODOT Permit						\$ 6,600
					\$0.00	\$ 237,543
Task 8: Pavement Design						
8.1 Pavement Report	121.5	80	15.5		\$18,896.00	\$ 44,558
					\$18,896.00	\$ 44,558
Task 9: Cost Estimates						
9.1 Cost Estimates						\$ 113,504
					\$0.00	\$ 113,504
Task 10: Bid Support						
10.1 Bid Support						\$ 5,675
					\$0.00	\$ 5,675
Sub-Total Hours by Staff	121.5	80	15.5	0		4220.5
					\$18,896.00	\$454,363
Hourly Rate	\$158.00	\$171.00	\$58.30			
Totals - By Consultant					\$44,558	\$498,922
Contingency Tasks						
Task 5.2: Level 2 Hazardous Materials Assessment Contingency Task						\$ 29,282.00
Task 6.2: Geotechnical Investigations Contingency Task						\$ 1,497.00
Task 7.8: Design and Estimating Contingency Task						\$ 68,315.00
						\$ -
						\$ -
Total of Contingency Tasks						\$ 97,064
Grand Total with Contingency Tasks						\$ 595,986

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2010

PRODUCER
Aon Private Risk Management - Portland
851 SW Sixth Avenue, Ste 385
Portland OR 97204-1337
(503) 224-9700 (503) 295-0923

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

INSURED
Harper Houf Peterson Righellis Inc

205 SE Spokane Street, Ste 200
Portland OR 97202

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co	29424
INSURER B: Hartford Underwriters Ins Co	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	52SBAUK7033	12/18/2009	12/18/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	52UBCJR9757	12/18/2009	12/18/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

APPROVED AS TO FORM

Paula Nguyen
CITY ATTORNEY

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

The City of Portland its agents, officers and employees are included as additional insureds.

CERTIFICATE HOLDER

City of Portland
1120 SW 5th, Room 800
Portland OR 97204

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDORSE~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY MAIL TO THE CERTIFICATE HOLDER~~ REPRESENTATIVE

AUTHORIZED REPRESENTATIVE
Aon Private Risk Management Insurance Agency, Inc.

IMPORTANT

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

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

DISCLAIMER

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
 Aon Private Risk Management - Portland
 851 SW 6th Avenue #385
 Portland OR 97204
 (503) 224-9700 (503) 295-0923

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

INSURED
 Harper Houf Peterson Righellis Inc

 205 SE Spokane St #200
 Portland OR 97202

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Errors & Omissions	105230522	2/1/2009	2/1/2010	\$3,000,000 Per Claim/Aggregate \$35,000 SIR

APPROVED AS TO FORM
[Signature]
 CITY ATTORNEY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Effective 12/1/09, professional liability limits increased from \$2,000,000 to \$3,000,000

CERTIFICATE HOLDER

City of Portland
 1120 SW 5th, Room 800
 Portland OR 97204

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOTICE BY MAIL~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FAX AND BY REGISTERED MAIL~~
~~REPRESENTATIVE OF THE INSURER~~
 AUTHORIZED REPRESENTATIVE *Aon Private Risk Management Insurance Agency, Inc.*

IMPORTANT

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2010

PRODUCER
 Aon Private Risk Management - Portland
 851 SW 6th Avenue #385
 Portland OR 97204
 (503) 224-9700 (503) 295-0923

INSURED
 Harper Houf Peterson Righellis
 205 SE Spokane St #200
 Portland OR 97202

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INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: SAIF Corporation	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$																
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	953792	5/1/2009	5/1/2010	<table border="1"> <tr> <td>X</td> <td>WC STATUTORY LIMITS</td> <td>OTHEL</td> <td></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td>\$</td> <td>500,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> <td>500,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> <td>500,000</td> </tr> </table>	X	WC STATUTORY LIMITS	OTHEL			E.L. EACH ACCIDENT	\$	500,000		E.L. DISEASE - EA EMPLOYEE	\$	500,000		E.L. DISEASE - POLICY LIMIT	\$	500,000
X	WC STATUTORY LIMITS	OTHEL																				
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	E.L. DISEASE - EA EMPLOYEE	\$	500,000																			
	E.L. DISEASE - POLICY LIMIT	\$	500,000																			
		OTHER																				

APPROVED AS TO FORM
[Signature]
 CITY ATTORNEY

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

CERTIFICATE HOLDER	CANCELLATION
City of Portland 1120 SW 5th, Room 800 Portland OR 97204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL REPRESENTATIVE MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, REPRESENTATIVE REPRESENTATIVE AUTHORIZED REPRESENTATIVE <i>Aon Private Risk Management Insurance Agency, Inc.</i>

IMPORTANT

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

DISCLAIMER

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

The City of Portland, its officers, agents and employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.