

Agenda No. ~~196~~ 221

ORDINANCE No.

Authorize price agreements for On-Call Land Survey Services to support design and construction of sanitary and stormwater collection systems, treatment facilities, and watershed restoration projects in amount not to exceed \$10,500,000 (Ordinance; Contract Nos. 31001870, 31001869, and 31001868)

The City of Portland ordains:

Introduced by
Mayor Ted Wheeler

Section 1. The Council finds:

Bureau
Management and
Finance

- 1. The City of Portland, Bureau of Environmental Services (BES), requires the services of professional land surveyors, licensed by the State of Oregon, to conduct land surveys to support design and construction of sanitary and stormwater collection systems, treatment facilities, and watershed restoration projects.
- 2. BES will negotiate individual task orders within the price agreements with selected firms. As project needs are identified and funds are available, services needed for specific projects will be defined, authorized, assigned and approved for a not-to-exceed dollar value at the discretion of BES via negotiated task orders. Task orders will be negotiated with selected firms on a rotational basis.
- 3. Price agreements for these services will facilitate long-range planning, increase cost controls and provide for an uninterrupted supply of needed services to accomplish BES’s goals.
- 4. Council has previously approved ordinances for the implementation of similar price agreements that are a proven, effective and efficient means of completing

Prepared by
Rick Knox

Date Prepared
March 8, 2021

Requested Council Date
March 31, 2021

Requested Agenda Type
Regular

Time Requested
10 minutes

Date Filed with Clerk
March 23, 2021

projects of this type and are routinely utilized by the City.

5. The services were advertised under RFP 00001509 and eleven (11) responsive proposals were received. The selection committee reviewed and scored these proposals in accordance with PCC 5.68 and selected Parametrix, Inc., Emerio Design, LLC, and AKS Engineering and Forestry, LLC as the successful Proposers.
6. The City desires to enter into price agreements with Parametrix, Inc., Emerio Design, LLC, and AKS Engineering and Forestry, LLC with not-to-exceed contract amounts of \$3,500,000 per Price Agreement for a cumulative total not-to-exceed amount of \$10,500,000 for all Price Agreements.
7. Work performed under these price agreements will be authorized via written Task Orders. An aspirational goal of 20% utilization of business enterprises certified by the Certification Office of Business Inclusion and Diversity (COBID) will apply to each individual Task Order, and the consultants awarded these price agreements have committed to make good faith efforts to achieve the utilization goal. Each Task Order will be negotiated to subcontract with COBID certified enterprises to the maximum extent possible.
8. The estimated cost of these price agreements will be funded over the five-year period through annual appropriations in the BES budget. Sufficient funding resides in Cost Center ESEN000014.

NOW THEREFORE, the Council directs:

- A. The Chief Procurement Officer is authorized to execute Price Agreements with Parametrix, Inc., Emerio Design, LLC, and AKS Engineering and Forestry LLC with a cumulative amount not to exceed \$10,500,000 for services in accordance with price agreement No. 31001870, 31001869, and 31001868 attached hereto as Exhibit A, Exhibit B and Exhibit C.
- B. The Mayor and the Auditor are hereby authorized to draw and deliver checks payable to Parametrix LLC, Emerio Design, LLC, and AKS Engineering and Forestry, LLC chargeable to the Bureau of Environmental Services when demand is presented and approved by the proper authorities.

Passed by Council:

MARY HULL CABALLERO

Auditor of the City of Portland

By

Deputy

Action taken: March 31, 2021 Passed to Second Reading April 7, 2021 at 9:30 am

Commissioners voted as follows (Yea or Nay)

Rubio -

Ryan -

Hardesty -

Mapps -

Wheeler -

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

PRICE AGREEMENT NUMBER 31001870

**TITLE OF WORK PROJECT
On-Call Services for Land Surveying**

This Price Agreement is between the City of Portland ("City," or "Bureau") and Parametrix, Inc., hereafter called Consultant. The City's Project Manager for this Price Agreement is Dawan Thomas.

Effective Date and Duration

This Price Agreement shall become effective on April 1, 2021. This Price Agreement shall expire, unless otherwise terminated or extended, on March 31, 2026.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$3,500,000 for accomplishment of the work, accepted and approved via executed Task Order.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Parametrix, Inc.

Address: 700 NE Multnomah, Suite 1000, Portland, OR 97232

City of Portland Business Tax Registration Number: _____

Citizenship: Nonresident alien Yes No

Business Designation (check one): Individual Sole Proprietorship Partnership Corporation

Limited Liability Co (LLC) Estate/Trust Public Service Corp. Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to Price Agreement approval.

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this Price Agreement using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the Price Agreement expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Price Agreement with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This Price Agreement consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the Price Agreement.

4. Early Termination of Price Agreement

- (a) The City may terminate this Price Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
- (b) Either party may terminate this Price Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Price Agreement is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Price Agreement prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the Price Agreement pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Price Agreement was terminated under Section 4(a).
- (e) In the event of early termination, the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

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

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Price Agreement, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this Price Agreement and, for a Price Agreement involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

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

9. Insurance

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

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

Required and attached // Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

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

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

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

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

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

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

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Price Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate

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

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

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

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Price Agreement has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

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

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

11. EEO Certification

The Consultant must be certified prior to Price Agreement execution, as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

12. Equal Benefits

Consultant must certify prior to Price Agreement execution, that they do not discriminate by policy or practice in the provision of employee benefits between employees with domestic partners and employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.

13. Successors in Interest

The provisions of this Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this Price Agreement without undue delays and without additional cost.

17. Governing Law/Venue

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

18. Amendments

All changes to this Price Agreement, including changes to the scope of work and Price Agreement amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original Price Agreement amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Price Agreement.

20. Prohibited Conduct

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

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Price Agreement.

22. Access to Records

The Consultant shall maintain all records relating to this Price Agreement for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this Price Agreement at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this Price Agreement at any time in the course of the Price Agreement and during the three (3) year period established by paragraph 22. 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 Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

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

25. Merger Clause

This Price Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Price Agreement with a mediator jointly selected by the parties. Notwithstanding any dispute under this Price Agreement, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Price Agreement for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this Price Agreement or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: / Applicable / Not Applicable

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

28. Consultant's Personnel: / Applicable / Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Price Agreement and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant's assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity Contracting

and Disadvantaged, Minority, Women and Emerging Small Business (D/M/W/ESB) sub-contracting commitments submitted by the Consultant in its proposals. Failure to use the identified D/M/W/ESB subconsultants without prior written consent is a material breach of contract.

For Price Agreements valued \$50,000 or more, the Consultant shall submit subconsultant payment and utilization information electronically, reporting ALL subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at: <https://www.portlandoregon.gov/brfs/75932>. Contact the PTE Contract Compliance Specialist for submission guidelines.

Subconsultants are responsible for meeting all requirements applicable to the Consultant under this price agreement, including compliance with City policies and all applicable federal, state, and local laws and regulations.

30. Third Party Beneficiaries

There are no third party beneficiaries to this Price Agreement. Enforcement of this Price Agreement is reserved to the parties.

31. Conflict of Interest

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

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Price Agreement, the Consultant indicates compliance with all terms and conditions contained in this Price Agreement including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

BACKGROUND

The City of Portland, Bureau of Environmental Services (BES), periodically has a need for Professional Land Surveying services in relation to design and construction of sanitary and stormwater collection systems, treatment facilities, and watershed restoration projects. Projects requiring land surveys range from small, e.g., limited pipe replacement, to very large collection and treatment system upgrades. The areas to be surveyed will be similarly small to extensive.

The Consultant shall provide Land Surveying Services on an as-needed basis. These services generally include work with short deadlines, scopes that may need to be developed quickly, and/or providing expertise currently unavailable in-house. Task Orders will be issued to the Consultant under this Price Agreement as individual project needs are identified.

SCOPE OF WORK

SERVICE CATEGORY – Land Surveying

The Consultant will provide as-needed professional land surveying-related services, within potentially limited time frames, and will be expected to work closely with designated BES personnel. For each project, BES will provide the general scope of work, and the Consultant will develop and negotiate the specific scope of work, budget, deliverables and schedule. Services will be requested as the need arises, therefore there is no guarantee that work will be assigned under this Price Agreement, or that the total not-to-exceed amount of this Price Agreement will be reached. The types of services include, but are not limited to, the following:

A. Land Surveying Services

- Researching survey records, deeds and easements

- Establishing an appropriate survey control network
- Delineating property boundaries and rights of way
- Surveying utilities and existing infrastructure
- Surveying trees, wetland delineations, and Ordinary Highwater Marks (flagged in the field)
- Developing site topographic maps per BES CAD standards
- Providing pre-construction stakeout, construction monitoring measurements and reports, and as-built construction surveys

When work will be conducted on private property, the Consultant is required to provide notice to the property owner(s).

TASK ORDERS

Work performed under this Price Agreement must be authorized via a written Task Order (sample attached as Exhibit A) signed by the City and the Consultant. The scope of work, schedule, deliverables, key personnel, subconsultants, compensation, and Disadvantaged, Minority, Women, Service-Disabled Veteran and Emerging Small Business (COBID Certified) Enterprises' utilization for each project or project phase will be defined in the Task Order prior to commencement of the work.

Following the execution of each Task Order, the City's Project Manager or delegate will work directly with the Consultant for the duration of the project unless otherwise noted on the Task Order.

Under no circumstance will an individual Task Order amount exceed \$250,000, including Task Order amendments, unless authorized by the Bureau Director or their designee.

Task Order COBID Certified Good Faith Efforts

Equity in the utilization of subcontractors is of paramount importance to BES for the work anticipated under this Price Agreement. In accordance with City Council's direction to provide for maximum use of certified COBID Certified firms, each negotiated Task Order shall include COBID Certified firms as subconsultants to the maximum extent possible, and all Task Orders will be negotiated with the intent to maximize utilization. Consultant shall be required to make good faith efforts to contract with COBID Certified subconsultants.

In the interest of achieving the most advantageous Task Order agreements, BES may engage multiple Consultants in parallel or serial Task Order negotiations. In the event BES and a Consultant cannot reach a favorable agreement for a specific Task Order, BES shall terminate negotiations and commence negotiations with the next Consultant. Continual difficulties in negotiating compensation caps or maximum COBID Certified utilization, or repeated unavailability or inability to perform Task Orders may result in the termination of this Price Agreement.

Task Order Compensation

Compensation for each Task Order will be determined through negotiation with the Consultant based on the scope of work, the hours the Consultant estimates for performance of the work, and the Consultant hourly rates, subject to a predetermined cap for the maximum compensation for the particular Task Order. If the work requires fewer hours than those estimated, the Consultant will be paid for the actual hours necessary to complete the Task Order. If the Consultant underestimates the number of hours that are required to perform and complete the scope of work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid.

Task Order Change Requests

Compensation may only be adjusted via an executed Change Request amendment to the Task Order for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by BES.

Any change to the scope of work, schedule, deliverables, subconsultants, compensation, and COBID Certified utilization must be agreed upon by BES and the Consultant in writing as an executed Change Request amendment to the Task Order. Task Order amendments adding, removing or replacing subconsultants, require the Chief Procurement Officer's approval. Task Order amendments that increase the compensation by more than 25% of the original Task Order amount must be approved in writing by the Bureau Director or their designee.

DELIVERABLES

The Consultant must complete and provide Environmental Services' Project Manager the deliverables identified within each Task Order.

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data files, interim findings, schematics and drawings. Unless otherwise specified by the City, the Consultant shall prioritize submitting applicable deliverables electronically, and any paper-based deliverables shall be printed double-sided and in bindings or report covers that are fully recyclable, preferably using materials containing post-consumer waste recycled content. The Consultant is encouraged to provide any deliverables in accordance with the City's sustainable Paper Use Policy. The City's Policy can be found at: <https://www.portlandoregon.gov/brfs/37732>.

Deliverables and schedule for each project shall be negotiated and defined in the Task Order. If the Consultant uses subconsultants under a Task Order, a monthly subconsultant payment and utilization reporting shall be submitted electronically by the 15th of each month with the monthly invoice. (reference Part II, Section C.6 of the RFP).

All deliverables and resulting work products from this Price Agreement shall become the property of the City of Portland. As such, the City reserves the right to copy and distribute deliverables in any and all media formats pursuant to the needs of the City at the time. If for any reason the deliverables are composed of information that may be protected by copyright or contain information not otherwise able to be owned by the City, the Consultant and any subconsultants grant the City the right to copy and distribute the information contained in the deliverables at the sole discretion of the City of Portland.

WORK PERFORMED BY BUREAU OF ENVIRONMENTAL SERVICES

The City will assign a Program Manager to each task order to oversee the Consultant's work and provide support as needed. The City will review and approve work performed by the Consultant. Any specific duties the City will perform for each project shall be identified in the individual Task Orders.

SPECIAL PROVISIONS

The Consultant will make all arrangements to protect their workers, especially when the work occurs in the right-of-way or in any other potentially hazardous location. The Consultant will also obtain any required permits and permission from private property owners to access their property when warranted.

The Consultant will use the City's Heron (e-Builder) project management system for invoices, document management, deliverable transmittal, and review.

All AutoCAD deliverables shall adhere to BES AutoCAD policy listed at the following URL unless otherwise specified in a Task Order: <https://www.portlandoregon.gov/bes/77336>.

PROJECT REVIEW

Individual Task Orders will be developed by the Consultant's Project Manager and reviewed by the City's Project Manager. Specific oversight will be described in each Task Order.

PUBLIC SAFETY

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

On March 23, 2020, Governor Brown issued Executive Order 20-12 requiring, among other things, the practice of social distancing, teleworking, the closure of certain businesses, and limitations on non-essential travel.
https://www.oregon.gov/gov/admin/Pages/eo_20-12.aspx

Currently, the Environment Services Professional, Technical and Expert (PTE) Service Projects continue in accordance with the Executive Order. This requires the Consultant to begin the work supported by this Price Agreement and continue PTE services uninterrupted while following the executive order to the maximum extent possible and throughout the term of the Price Agreement. While working with the Bureau of Environmental Services, please coordinate with your personnel, subconsultants and other vendors to follow the social distancing and other requirements listed in the executive order. The Bureau of Environmental Services views the services provided by your firm as well as your subconsultants in support of our PTE Projects as critical to the on-going mission of the Bureau of Environmental Services.

If changes must occur to the scope of work, you must notify the Bureau of Environmental Services Project Manager immediately. The Bureau's Project Manager will work with the Bureau's Contract Administration Branch to complete any changes to the scope of work with an Amendment to the Price Agreement.

The Parties acknowledge and agree that this Price Agreement will be executed and performed during the COVID-19 pandemic. While Oregon is under a declaration of emergency associated with the COVID-19 pandemic, Consultant shall comply with all applicable requirements and guidance issued by federal, state and local authorities pertaining to COVID-19 (including but not limited to CDC, OSHA, Governor Brown, Oregon Health Authority, and Multnomah County Health Department). The applicable guidance and requirements include, but are not limited to, those pertaining to Oregon phased reopening and sector activities, reduction in gathering sizes appropriate to the type of location and activity, complying and implementing health protocols, maintaining social distancing, and wearing face coverings. Consultant shall have a satisfactory safety plan and protocols addressing COVID-19 precautions related to Consultant's activities under this Price Agreement. Consultant shall monitor for updated guidance and requirements and update its plan and protocols accordingly. Consultant shall provide a copy of Consultant's safety plan and protocols to City upon City's request. Consultant is solely responsible for implementing a COVID-
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19 safety plan and protocols and addressing any COVID-19 related claims pertaining to its activities and provision of Services under this Price Agreement. In the event that Consultant’s employees or its subconsultant’s employees exhibit symptoms of COVID-19 infection, Consultant shall follow City’s contact tracing and response protocols, which will be provided to the Consultant.

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Barry Johnson	Principal/Principal Consultant

SUBCONSULTANTS

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

NAME	DMWESB CERTIFICATION TYPE	ROLE ON PROJECT
Rivero Design, LLC	MBE/WBE/DBE	CAD
i-Ten Associates, Inc.	MBE/DBE	3D Scanning/Modeling
CESNW, Inc.	ESB	Survey Support
Morgan Holen & Associates	WBE/ESB	Arborist
APS Locates	N/A	Subsurface Utility Investigation

The City will enforce all social equity Contracting and Disadvantaged, Minority, Women and Emerging Small Business (COBID) subcontracting commitments submitted by the Consultant in its Proposal. For Price Agreements valued \$50,000 or more, the Consultant shall submit subconsultant payment and utilization information electronically, reporting ALL subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at: <https://www.portlandoregon.gov/brfs/75932>. Contact the PTE Contract Compliance Specialist for submission guidelines.

COMPENSATION

The maximum that the Consultant can be paid on this Price Agreement is \$3,500,000 (hereafter the “not to exceed” amount.). The “not to exceed” amount includes all payments to be made pursuant to this Price Agreement, including reimbursable expenses, if any. Nothing in this Price Agreement requires the City to pay for work that does not meet the Standard of Care or other requirements of the Price Agreement. The actual amount to be paid Consultant may be less than that amount.

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

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

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

PAYMENT TERMS: Net 30 Days

Hourly Rates

The Consultant shall be compensated in accordance with the hourly rates set forth in Exhibit B of this Price Agreement. In no way shall the cost of hours billed by the Consultant exceed the total Price Agreement amount throughout the term of this Price Agreement.

The Consultant’s rates listed are inclusive of the following: hourly billing rate mark-up (including but not limited to: fringe benefits, payroll bonuses, autos and other defined perquisites), telecommunications, facsimile services, overhead expenses (including but not limited to local and long distance telephone, parking, delivery/courier, required insurance coverage), advertising costs, postage, internal copying, lease of office equipment, information technology (including computer time and CAD services and other related highly specialized equipment), and profit.

The rates identified above shall remain constant throughout the term of the Price Agreement. The City will not be granting annual hourly rate increases based on the current State of Emergency and economic forecast resulting from COVID-19. This applies to

any and all Price Agreements and Price Agreement Amendments and subconsultants rates; however, the Consultant may request an Hourly Rate increase prior to the City's new Fiscal Year for each year the Price Agreement is active. The request shall be made no later than May 15 of each calendar year for the City's following Fiscal Year. The City's Fiscal Year is from July 1 through June 30 of each year. This does not guarantee that the request will be approved. Any increases will be at the discretion of the City and based on the City's available budget. In no way shall the cost of hours billed by the Consultant exceed the total Price Agreement amount throughout the term of this Price Agreement. **Personal expenditures or expenditures not related to the Price Agreement are not eligible for reimbursement.**

Standard Reimbursable Costs

Consultant may request reimbursement for costs arising in addition to the normal day-to-day operation of the business, not associated with profit, and not utilizing equipment owned and operated by the Consultant.

Reimbursable costs are only allowed if identified in the Task Order and agreed to by the City's Project Manager.

The following costs may be reimbursed without mark-up:

Travel

Travel must be directly attributed to a specific task that is located outside of a 100-mile radius of the Consultant's project office and generally not located within the Portland Metropolitan Service Area. Mileage reimbursement and related expenses due to local travel or travel required as a provision of the work (e.g., travel to and from work sites, to City properties, etc.) is denied under this section.

If authorized, Travel will be reimbursed as follows:

- **Transportation:**
 - Mileage – Only reimbursed if Consultant uses own or company owned vehicle. Reimbursement will only be made for travel to and from the location. Reimbursement will be at the U.S. General Services Administration (GSA) mileage rate in place at the time of travel. Any additional mileage or reimbursement is the responsibility of the Consultant.
 - Rental – Reimbursed at cost, Consultant must use the most cost-effective rental option and submit justification for any option above, "Economy."
 - Fuel – Reimbursed at cost, Consultant must use 'lowest grade' of fuel available. Only allowed if using a rental and not submitting a mileage reimbursement claim.
 - Commercial air or other transportation – Reimbursed at cost, Consultant must use the most cost-effective travel option. No reimbursement will be made for any non-commercial/non-coach travel unless approved by the City.
- **Lodging** – Reimbursed at cost, Consultant must make all effort to obtain lodging at or below the current GSA rate for the area in which they are staying. If unable to, justification must be included with reimbursement request.
- **Per Diem** – Reimbursed at the GSA rate for the day of travel, including first and last day modifications. Any Per Diem given to Consultant's staff above the GSA rate is the sole responsibility of the Consultant.

Rentals

If a Consultant requires specialty equipment that they do not own to complete a Task, they may request reimbursement. Reimbursements will be for the true cost of the equipment rental with no mark-up. Late fees, damage to the equipment, insurance, or other associated costs are the sole responsibility of the Consultant.

Reimbursement for Rentals is strictly at the City's discretion and must be identified on the Task Order prior to rental. Required Survey Equipment rentals are subject to a maximum reimbursement of \$155.00 per day.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant.

Adjustment of Labor Rates Due to Inflation

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

Rate increases are subject to the following limitations:

- No increases will be granted before July 1, 2022;
- No more than one increase shall be granted per Price Agreement year;
- Rate increases may not exceed the preceding calendar year's Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) West Region Class Size A average inflation rate (as determined from the U.S. Bureau of Labor Statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Price Agreement Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the Price Agreement. 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 Consultant shall develop a billing format for approval by the City.

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

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

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultant shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

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

Consultant Signature: _____ Date: _____ Entity: _____

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

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

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

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

Consultant Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE

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

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

City Project Manager Signature

Date

CONSULTANT SIGNATURE:

This Price Agreement 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 Consultant may conduct this transaction, including any Price Agreement amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this Price Agreement in accordance to the STANDARD PRICE AGREEMENT PROVISIONS, the terms and conditions, made part of this Price Agreement by reference, and the STATEMENT OF THE WORK made part of this Price Agreement 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 Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600.

Parametrix, Inc.

BY: _____ Date: _____

Name: _____

Title: _____

PRICE AGREEMENT NUMBER: 31001870

PRICE AGREEMENT TITLE: On-Call Services for Land Surveying

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

Exhibit A
SAMPLE TASK ORDER



ENVIRONMENTAL SERVICES
CITY OF PORTLAND
working for clean rivers



CONTRACT NUMBER **3100...**
Task Order Number PM&C fills out

Project: project name
Project No: project number

The Contract by and between **Consultant Name**, hereinafter called Consultant, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City, provides for **Type of service** on-call services.

Original Contract Value: PM&C fills out
NTE Amount: PM&C fills out
Previous Task Order Amounts: PM&C fills out
Total of all Task Orders to Date: PM&C fills out

As directed in the Contract, this executed Task Order directs Consultant to perform the services as outlined below.

A.1 Project Background:

A.2 Scope:

A.3 Requirements:

Consultant must perform the following task(s):

A.3.1

A.3.2

A.3.3

A.4 Deliverables and Schedule:

Deliverables and Schedule for this Task Order shall include:

- 1.
- 2.
- 3.

All deliverables must be completed in an approved format.

A.5 Period of Performance:

The period of performance for this Task Order is NTP through [Click to enter a date..](#)

A.6 Key Personnel for this Task Order:

The Consultant shall assign the key personnel to do the work in the capacities designated as shown in Exhibit XX to this Task Order. Key personnel are defined as project manager and subject matter experts. Consultant may not change personnel unless authorized by a written Amendment to the Task Order.

A.7 Hours and Cost:

The maximum compensation for this Task Order shall not exceed \$[amt of request](#) unless authorized by a written Amendment to the Task Order. The hourly rates shall be as indicated in the Contract. The Tasks breakdown of the not-to-exceed amount is shown in Exhibit XX to this Task Order. Consultant may not reallocate compensation between Tasks without the written approval of the Project Manager.

A.8 SUBCONSULTANT Participation for this Task Order:

Consultant agrees they will use the following subconsultant(s) on this Task Order in the following Total Dollar amounts and Percentages listed. Consultant may not change subconsultants unless authorized by a written Amendment to the Task Order.

SUBCONSULTANT(S) TO BE USED	D/M/W/ESB CERTIFICATION (DBE, MBE, WBE, ESB, NONE)	ROLE ON PROJECT	TOTAL DOLLARS COMMITTED	PERCENTAGE
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

If aspirational DMWESB subconsultant participation is not possible for this Task Order, provide justification below:

Procurement Services to complete this section
Cumulative D/M/W/ESB Participation for the Entire Contract
Current D/M/W/ESB participation is \$ _____; Subcontract Total - ____%; Contract Total - _____%
Proposed D/M/W/ESB participation is \$ _____; Subcontract Total - ____%; Contract Total - _____%

All provisions of the original Contract shall remain in full force and effect.

This Task Order 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 Task Order.

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

CONSULTANT:

By: _____

Date: _____

Name: _____

Title: _____

CITY OF PORTLAND:

Chief Procurement Officer

Accounting Info:	
WBS, Internal Order, and/or Grant #:	DPO#:

**Exhibit B
Hourly Rates**

Parametrix, Inc.		
Classification	Hourly Billing Rate	
	Minimum	Maximum
Admin Assistant	\$50.00	\$100.00
Admin Assistant Senior	\$60.00	\$120.00
CADD Operator III	\$80.00	\$125.00
Engineer I	\$60.00	\$125.00
Engineer II	\$70.00	\$150.00
Engineer III	\$80.00	\$175.00
Engineer IV	\$100.00	\$225.00
Engineer Senior	\$120.00	\$250.00
GIS Technician	\$60.00	\$110.00
GIS Analyst Senior	\$80.00	\$150.00
Planner I	\$60.00	\$120.00
Planner Senior	\$120.00	\$200.00
Principal/Principal Consultant	\$150.00	\$250.00
Project Accountant	\$60.00	\$130.00
Project Coordinator Senior	\$60.00	\$110.00
Project Controls Specialist	\$60.00	\$125.00
Project Controls Specialist	\$60.00	\$125.00
Project Controls Specialist Senior	\$80.00	\$160.00
Publications Supervisor	\$80.00	\$160.00
Surveyor I	\$70.00	\$110.00
Surveyor I	\$70.00	\$110.00
Surveyor I	\$70.00	\$110.00
Surveyor II	\$80.00	\$125.00
Surveyor II	\$80.00	\$125.00
Surveyor II	\$80.00	\$125.00
Surveyor III	\$80.00	\$150.00
Surveyor III	\$80.00	\$150.00
Surveyor III	\$80.00	\$150.00
Surveyor Senior	\$100.00	\$200.00
Surveying Supervisor	\$120.00	\$250.00
Surveying Supervisor	\$120.00	\$250.00

CESNW, Inc. dba Consulting Engineering Services, Inc.– ESB #6994		
Classification	Hourly Billing Rate	
	Minimum	Maximum
Principal		\$180.00
Professional Land Surveyor		\$124.00

Survey Technician		\$86.00
Survey Technician		\$76.00
Survey Technician		\$86.00
1P Survey Crew		\$130.00
2P Survey Crew	\$170.00	\$290.00

i-Ten Associates, Inc. – MBE/DBE #4372		
Classification	Hourly Billing Rate	
	Minimum	Maximum
Project Manager – Laser Scanning/BIM		\$117.21
BIM Modeler		\$90.55
3D Laser Scanning		\$71.64
CAD Tech		\$68.59

Rivero Design, LLC – MBE/WBE/DBE #5175		
Classification	Hourly Billing Rate	
	Minimum	Maximum
Senior Civil Designer	\$140.00	\$195.00

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

PRICE AGREEMENT NUMBER 31001869

**TITLE OF WORK PROJECT
On-Call Services for Land Surveying**

This Price Agreement is between the City of Portland ("City," or "Bureau") and Emerio Design, LLC., hereafter called Consultant. The City's Project Manager for this Price Agreement is Dawan Thomas.

Effective Date and Duration

This Price Agreement shall become effective on April 1, 2021. This Price Agreement shall expire, unless otherwise terminated or extended, on March 31, 2026.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$3,500,000 for accomplishment of the work, accepted and approved via executed Task Order.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Emerio Design, LLC

Address: 6445 SW Fallbrook Place, Suite 100, Beaverton, OR 97008

City of Portland Business Tax Registration Number: _____

Citizenship: Nonresident alien Yes No

Business Designation (check one): Individual Sole Proprietorship Partnership Corporation

Limited Liability Co (LLC) Estate/Trust Public Service Corp. Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to Price Agreement approval.

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this Price Agreement using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the Price Agreement expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Price Agreement with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This Price Agreement consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the Price Agreement.

4. Early Termination of Price Agreement

- (a) The City may terminate this Price Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
- (b) Either party may terminate this Price Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Price Agreement is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Price Agreement prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the Price Agreement pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Price Agreement was terminated under Section 4(a).
- (e) In the event of early termination, the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

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

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Price Agreement, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this Price Agreement and, for a Price Agreement involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

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

9. Insurance

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

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

Required and attached // Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

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

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

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

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

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

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

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Price Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate

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

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

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

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Price Agreement has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

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

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

11. EEO Certification

The Consultant must be certified prior to Price Agreement execution, as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

12. Equal Benefits

Consultant must certify prior to Price Agreement execution, that they do not discriminate by policy or practice in the provision of employee benefits between employees with domestic partners and employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.

13. Successors in Interest

The provisions of this Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this Price Agreement without undue delays and without additional cost.

17. Governing Law/Venue

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

18. Amendments

All changes to this Price Agreement, including changes to the scope of work and Price Agreement amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original Price Agreement amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Price Agreement.

20. Prohibited Conduct

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

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Price Agreement.

22. Access to Records

The Consultant shall maintain all records relating to this Price Agreement for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this Price Agreement at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this Price Agreement at any time in the course of the Price Agreement and during the three (3) year period established by paragraph 22. 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 Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

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

25. Merger Clause

This Price Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Price Agreement with a mediator jointly selected by the parties. Notwithstanding any dispute under this Price Agreement, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Price Agreement for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this Price Agreement or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: / Applicable / Not Applicable

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

28. Consultant's Personnel: / Applicable / Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Price Agreement and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant's assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity Contracting

and Disadvantaged, Minority, Women and Emerging Small Business (D/M/W/ESB) sub-contracting commitments submitted by the Consultant in its proposals. Failure to use the identified D/M/W/ESB subconsultants without prior written consent is a material breach of contract.

For Price Agreements valued \$50,000 or more, the Consultant shall submit subconsultant payment and utilization information electronically, reporting ALL subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at: <https://www.portlandoregon.gov/brfs/75932>. Contact the PTE Contract Compliance Specialist for submission guidelines.

Subconsultants are responsible for meeting all requirements applicable to the Consultant under this price agreement, including compliance with City policies and all applicable federal, state, and local laws and regulations.

30. Third Party Beneficiaries

There are no third party beneficiaries to this Price Agreement. Enforcement of this Price Agreement is reserved to the parties.

31. Conflict of Interest

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

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Price Agreement including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

BACKGROUND

The City of Portland, Bureau of Environmental Services (BES), periodically has a need for Professional Land Surveying services in relation to design and construction of sanitary and stormwater collection systems, treatment facilities, and watershed restoration projects. Projects requiring land surveys range from small -- e.g., limited pipe replacement -- to very large collection and treatment system upgrades. The areas to be surveyed will be similarly small to extensive.

The Consultant shall provide Land Surveying Services on an as-needed basis. These services generally include work with short deadlines, scopes that may need to be developed quickly, and/or providing expertise currently unavailable in-house. Task Orders will be issued to the Consultant under this Price Agreement as individual project needs are identified.

SCOPE OF WORK

SERVICE CATEGORY – Land Surveying

The Consultant will provide as-needed professional land surveying-related services, within potentially limited time frames, and will be expected to work closely with designated BES personnel. For each project, BES will provide the general scope of work and the Consultant will develop and negotiate the specific scope of work, budget, deliverables and schedule. Services will be requested as the need arises; therefore, there is no guarantee that work will be assigned under this Price Agreement or that the total not-to-exceed amount of this Price Agreement will be reached. The types of services include, but are not limited to, the following:

A. Land Surveying Services

- Researching survey records, deeds and easements

- Establishing an appropriate survey control network
- Delineating property boundaries and rights-of-way
- Surveying utilities and existing infrastructure
- Surveying trees, wetland delineations, and Ordinary Highwater Marks (flagged in the field)
- Developing site topographic maps per BES CAD standards
- Providing pre-construction stakeout, construction monitoring measurements and reports, and as-built construction surveys

When work will be conducted on private property, the Consultant is required to provide notice to the property owner(s).

TASK ORDERS

Work performed under this Price Agreement must be authorized via a written Task Order (sample attached as Exhibit A) signed by the City and the Consultant. The scope of work, schedule, deliverables, key personnel, subconsultants, compensation, and Disadvantaged, Minority, Women, Service-Disabled Veteran and Emerging Small Business (COBID Certified) Enterprises' utilization for each project or project phase will be defined in the Task Order prior to commencement of the work.

Following the execution of each Task Order, the City's Project Manager or delegate will work directly with the Consultant for the duration of the project unless otherwise noted on the Task Order.

Under no circumstance will an individual Task Order amount exceed \$250,000, including Task Order amendments, unless authorized by the Bureau Director or their designee.

Task Order COBID Certified Good Faith Efforts

Equity in the utilization of subcontractors is of paramount importance to BES for the work anticipated under this Price Agreement. In accordance with City Council's direction to provide for maximum use of certified COBID Certified firms, each negotiated Task Order shall include COBID Certified firms as subconsultants to the maximum extent possible, and all Task Orders will be negotiated with the intent to maximize utilization. Consultant shall be required to make good faith efforts to contract with COBID Certified subconsultants.

In the interest of achieving the most advantageous Task Order agreements, BES may engage multiple Consultants in parallel or serial Task Order negotiations. In the event BES and a Consultant cannot reach a favorable agreement for a specific Task Order, BES shall terminate negotiations and commence negotiations with the next Consultant. Continual difficulties in negotiating compensation caps or maximum COBID Certified utilization, or repeated unavailability or inability to perform Task Orders may result in the termination of this Price Agreement.

Task Order Compensation

Compensation for each Task Order will be determined through negotiation with the Consultant based on the scope of work, the hours the Consultant estimates for performance of the work, and the Consultant hourly rates, subject to a predetermined cap for the maximum compensation for the particular Task Order. If the work requires fewer hours than those estimated, the Consultant will be paid for the actual hours necessary to complete the Task Order. If the Consultant underestimates the number of hours that are required to perform and complete the scope of work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid.

Task Order Change Requests

Compensation may only be adjusted via an executed Change Request amendment to the Task Order for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by BES.

Any change to the scope of work, schedule, deliverables, subconsultants, compensation, and COBID Certified utilization must be agreed upon by BES and the Consultant in writing as an executed Change Request amendment to the Task Order. Task Order amendments adding, removing or replacing subconsultants, require the Chief Procurement Officer's approval. Task Order amendments that increase the compensation by more than 25% of the original Task Order amount must be approved in writing by the Bureau Director or their designee.

DELIVERABLES

The Consultant must complete and provide Environmental Services' Project Manager the deliverables identified within each Task Order.

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data files, interim findings, schematics and drawings. Unless otherwise specified by the City, the Consultant shall prioritize submitting applicable deliverables electronically, and any paper-based deliverables shall be printed double-sided and in bindings or report covers that are fully recyclable, preferably using materials containing post-consumer waste recycled content. The Consultant is encouraged to provide any deliverables in accordance with the City's sustainable Paper Use Policy. The City's Policy can be found at: <https://www.portlandoregon.gov/brfs/37732>.

Deliverables and schedule for each project shall be negotiated and defined in the Task Order. If the Consultant uses subconsultants under a Task Order, a monthly subconsultant payment and utilization reporting shall be submitted electronically by the 15th of each month with the monthly invoice. (reference Part II, Section C.6 of the RFP).

All deliverables and resulting work products from this Price Agreement shall become the property of the City of Portland. As such, the City reserves the right to copy and distribute deliverables in any and all media formats pursuant to the needs of the City at the time. If for any reason the deliverables are composed of information that may be protected by copyright or contain information not otherwise able to be owned by the City, the Consultant and any subconsultants grant the City the right to copy and distribute the information contained in the deliverables at the sole discretion of the City of Portland.

WORK PERFORMED BY BUREAU OF ENVIRONMENTAL SERVICES

The City will assign a Program Manager to each task order to oversee the Consultant's work and provide support as needed. The City will review and approve work performed by the Consultant. Any specific duties the City will perform for each project shall be identified in the individual Task Orders.

SPECIAL PROVISIONS

The Consultant will make all arrangements to protect their workers, especially when the work occurs in the right-of-way or in any other potentially hazardous location. The Consultant will also obtain any required permits and permission from private property owners to access their property when warranted.

The Consultant will use the City's Heron (e-Builder) project management system for invoices, document management, deliverable transmittal, and review.

All AutoCAD deliverables shall adhere to BES AutoCAD policy listed at the following URL unless otherwise specified in a Task Order: <https://www.portlandoregon.gov/bes/77336>.

PROJECT REVIEW

Individual Task Orders will be developed by the Consultant's Project Manager and reviewed by the City's Project Manager. Specific oversight will be described in each Task Order.

PUBLIC SAFETY

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

On March 23, 2020, Governor Brown issued Executive Order 20-12 requiring, among other things, the practice of social distancing, teleworking, the closure of certain businesses, and limitations on non-essential travel.
https://www.oregon.gov/gov/admin/Pages/eo_20-12.aspx

Currently, the Environment Services Professional, Technical and Expert (PTE) Service Projects continue in accordance with the Executive Order. This requires the Consultant to begin the work supported by this Price Agreement and continue PTE services uninterrupted while following the executive order to the maximum extent possible and throughout the term of the Price Agreement. While working with the Bureau of Environmental Services, please coordinate with your personnel, subconsultants and other vendors to follow the social distancing and other requirements listed in the executive order. The Bureau of Environmental Services views the services provided by your firm as well as your subconsultants in support of our PTE Projects as critical to the on-going mission of the Bureau of Environmental Services.

If changes must occur to the scope of work, you must notify the Bureau of Environmental Services Project Manager immediately. The Bureau's Project Manager will work with the Bureau's Contract Administration Branch to complete any changes to the scope of work with an Amendment to the Price Agreement.

The Parties acknowledge and agree that this Price Agreement will be executed and performed during the COVID-19 pandemic. While Oregon is under a declaration of emergency associated with the COVID-19 pandemic, Consultant shall comply with all applicable requirements and guidance issued by federal, state and local authorities pertaining to COVID-19 (including but not limited to CDC, OSHA, Governor Brown, Oregon Health Authority, and Multnomah County Health Department). The applicable guidance and requirements include, but are not limited to, those pertaining to Oregon phased reopening and sector activities, reduction in gathering sizes appropriate to the type of location and activity, complying and implementing health protocols, maintaining social distancing, and wearing face coverings. Consultant shall have a satisfactory safety plan and protocols addressing COVID-19 precautions related to Consultant's activities under this Price Agreement. Consultant shall monitor for updated guidance and requirements and update its plan and protocols accordingly. Consultant shall provide a copy of Consultant's safety plan and protocols to City upon City's

request. Consultant is solely responsible for implementing a COVID-19 safety plan and protocols and addressing any COVID-19 related claims pertaining to its activities and provision of Services under this Price Agreement. In the event that Consultant’s employees or its subconsultant’s employees exhibit symptoms of COVID-19 infection, Consultant shall follow City’s contact tracing and response protocols, which will be provided to the Consultant.

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Neil Fernando	Principal

SUBCONSULTANTS

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

NAME	DMWESB CERTIFICATION TYPE	ROLE ON PROJECT
1 Alliance Geomatics, LLC	MBE/DBE	Design mapping, construction surveying, and settlement monitoring
Campbell Environmental, LLC	ESB	Wetland/waters delineation and permitting
Geolex Consulting, P.C. dba Pacific Geophysics	ESB	Subsurface utility investigations utilizing GPR and hand-held detectors
OreVac, Inc	N/A	Potholing
i-Ten Associates, Inc.	MBE/DBE	CAD/BIM, GIS, Aerial mapping, 3D scanning
David C. Smith & Associates, Inc.	ESB	Aerial Mapping

The City will enforce all social equity Contracting and Disadvantaged, Minority, Women and Emerging Small Business (COBID) subcontracting commitments submitted by the Consultant in its Proposal. For Contracts valued \$50,000 or more, the Consultant shall submit subconsultant payment and utilization information electronically, reporting ALL subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at: <https://www.portlandoregon.gov/brfs/75932>. Contact the PTE Contract Compliance Specialist for submission guidelines.

COMPENSATION

The maximum that the Consultant can be paid on this Price Agreement is \$3,500,000 (hereafter the “not to exceed” amount.). The “not to exceed” amount includes all payments to be made pursuant to this Price Agreement, including reimbursable expenses, if any. Nothing in this Price Agreement requires the City to pay for work that does not meet the Standard of Care or other requirements of the Price Agreement. The actual amount to be paid Consultant may be less than that amount.

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

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

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

PAYMENT TERMS: Net 30 Days

Hourly Rates

The Consultant shall be compensated in accordance with the hourly rates set forth in Exhibit B of this Price Agreement. In no way shall the cost of hours billed by the Consultant exceed the total Price Agreement amount throughout the term of this Price Agreement.

The Consultant's rates listed are inclusive of the following: hourly billing rate mark-up (including but not limited to: fringe benefits, payroll bonuses, autos and other defined perquisites), telecommunications, facsimile services, overhead expenses (including but not limited to local and long distance telephone, parking, delivery/courier, required insurance coverage), advertising costs, postage, internal copying, lease of office equipment, information technology (including computer time and CAD services and other related highly specialized equipment), and profit.

The rates identified above shall remain constant throughout the term of the Price Agreement. The City will not be granting annual hourly rate increases based on the current State of Emergency and economic forecast resulting from COVID-19. This applies to any and all Price Agreements and Price Agreement Amendments and subconsultants rates; however, the Consultant may request an Hourly Rate increase prior to the City's new Fiscal Year for each year the Price Agreement is active. The request shall be made no later than May 15 of each calendar year for the City's following Fiscal Year. The City's Fiscal Year is from July 1 through June 30 of each year. This does not guarantee that the request will be approved. Any increases will be at the discretion of the City and based on the City's available budget. In no way shall the cost of hours billed by the Consultant exceed the total Price Agreement amount throughout the term of this Price Agreement. **Personal expenditures or expenditures not related to the Price Agreement are not eligible for reimbursement.**

Standard Reimbursable Costs

Consultant may request reimbursement for costs arising in addition to the normal day-to-day operation of the business, not associated with profit, and not utilizing equipment owned and operated by the Consultant.

Reimbursable costs are only allowed if identified in the Task Order and agreed to by the City's Project Manager.

The following costs may be reimbursed without mark-up:

Travel

Travel must be directly attributed to a specific task that is located outside of a 100-mile radius of the Consultant's project office and generally not located within the Portland Metropolitan Service Area. Mileage reimbursement and related expenses due to local travel or travel required as a provision of the work (e.g., travel to and from work sites, to City properties, etc.) is denied under this section.

If authorized, Travel will be reimbursed as follows:

- **Transportation:**
 - Mileage – Only reimbursed if Consultant uses own or company owned vehicle. Reimbursement will only be made for travel to and from the location. Reimbursement will be at the U.S. General Services Administration (GSA) mileage rate in place at the time of travel. Any additional mileage or reimbursement is the responsibility of the Consultant.
 - Rental – Reimbursed at cost, Consultant must use the most cost-effective rental option and submit justification for any option above, "Economy."
 - Fuel – Reimbursed at cost, Consultant must use 'lowest grade' of fuel available. Only allowed if using a rental and not submitting a mileage reimbursement claim.
 - Commercial air or other transportation – Reimbursed at cost, Consultant must use the most cost-effective travel option. No reimbursement will be made for any non-commercial/non-coach travel unless approved by the City.
- **Lodging** – Reimbursed at cost, Consultant must make all effort to obtain lodging at or below the current GSA rate for the area in which they are staying. If unable to, justification must be included with reimbursement request.
- **Per Diem** – Reimbursed at the GSA rate for the day of travel, including first and last day modifications. Any Per Diem given to Consultant's staff above the GSA rate is the sole responsibility of the Consultant.

Rentals

If a Consultant requires specialty equipment that they do not own to complete a Task, they may request reimbursement. Reimbursements will be for the true cost of the equipment rental with no mark-up. Late fees, damage to the equipment, insurance, or other associated costs are the sole responsibility of the Consultant.

Reimbursement for Rentals is strictly at the City's discretion and must be identified on the Task Order prior to rental. Required Survey Equipment rentals are subject to a maximum reimbursement of \$155.00 per day.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant.

Adjustment of Labor Rates Due to Inflation

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

Rate increases are subject to the following limitations:

- No increases will be granted before July 1, 2022;
- No more than one increase shall be granted per Price Agreement year;
- Rate increases may not exceed the preceding calendar year's Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) West Region Class Size A average inflation rate (as determined from the U.S. Bureau of Labor Statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Price Agreement Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the Price Agreement. 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 Consultant shall develop a billing format for approval by the City.

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

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

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultant shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

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

Consultant Signature: _____ Date: _____ Entity: _____

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

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

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

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

Consultant Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMPLETE ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE

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

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

City Project Manager Signature

Date

CONSULTANT SIGNATURE:

This Price Agreement 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 Consultant may conduct this transaction, including any Price Agreement amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this Price Agreement in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this Price Agreement by reference, and the STATEMENT OF THE WORK made part of this Price Agreement 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 Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600.

Emerio Design, LLC

BY: _____ Date: _____

Name: _____

Title: _____

PRICE AGREEMENT NUMBER: 31001869

PRICE AGREEMENT TITLE: On-Call Services for Land Surveying

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

Exhibit A
SAMPLE TASK ORDER



ENVIRONMENTAL SERVICES
CITY OF PORTLAND

working for clean rivers



CONTRACT NUMBER **3100...**
Task Order Number PM&C fills out

Project: project name
Project No: project number

The Contract by and between **Consultant Name**, hereinafter called Consultant, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City, provides for **Type of service** on-call services.

Original Contract Value: PM&C fills out
NTE Amount: PM&C fills out
Previous Task Order Amounts: PM&C fills out
Total of all Task Orders to Date: PM&C fills out

As directed in the Contract, this executed Task Order directs Consultant to perform the services as outlined below.

A.1 Project Background:

A.2 Scope:

A.3 Requirements:

Consultant must perform the following task(s):

A.3.1

A.3.2

A.3.3

A.4 Deliverables and Schedule:

Deliverables and Schedule for this Task Order shall include:

- 1.
- 2.
- 3.

All deliverables must be completed in an approved format.

A.5 Period of Performance:

The period of performance for this Task Order is NTP through [Click to enter a date..](#)

A.6 Key Personnel for this Task Order:

The Consultant shall assign the key personnel to do the work in the capacities designated as shown in Exhibit XX to this Task Order. Key personnel are defined as project manager and subject matter experts. Consultant may not change personnel unless authorized by a written Amendment to the Task Order.

A.7 Hours and Cost:

The maximum compensation for this Task Order shall not exceed \$**amt of request** unless authorized by a written Amendment to the Task Order. The hourly rates shall be as indicated in the Contract. The Tasks breakdown of the not-to-exceed amount is shown in Exhibit XX to this Task Order. Consultant may not reallocate compensation between Tasks without the written approval of the Project Manager.

A.8 SUBCONSULTANT Participation for this Task Order:

Consultant agrees they will use the following subconsultant(s) on this Task Order in the following Total Dollar amounts and Percentages listed. Consultant may not change subconsultants unless authorized by a written Amendment to the Task Order.

SUBCONSULTANT(S) TO BE USED	D/M/W/ESB CERTIFICATI ON (DBE, MBE, WBE, ESB, NONE)	ROLE ON PROJECT	TOTAL DOLLARS COMMITTED	PERCENTA GE
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

If aspirational DMWESB subconsultant participation is not possible for this Task Order, provide justification below:

Procurement Services to complete this section
Cumulative D/M/W/ESB Participation for the Entire Contract
Current D/M/W/ESB participation is \$ _____; Subcontract Total - ____%; Contract Total - _____%
Proposed D/M/W/ESB participation is \$ _____; Subcontract Total - ____%; Contract Total - _____%

All provisions of the original Contract shall remain in full force and effect.

This Task Order 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 Task Order.

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

CONSULTANT:

By: _____

Date: _____

Name: _____

Title: _____

CITY OF PORTLAND:

Chief Procurement Officer

Accounting Info:	
WBS, Internal Order, and/or Grant #:	DPO#:

**Exhibit B
Hourly Rates**

Emerio Design, LLC		
Classification	Hourly Billing Rate	
	Minimum	Maximum
Principal		\$300.00
Senior Project Manager		\$217.00
Project Manager		\$201.50
Senior Structural Engineer	\$179.80	\$186.00
Senior Project Engineer II		\$179.80
Senior Project Engineer I		\$157.92
Project Engineer	\$130.20	\$139.50
Junior Project Engineer		\$124.00
Senior Designer II	\$161.20	\$170.50
Senior Designer I	\$117.80	\$122.45
Designer	\$105.40	\$113.15
Junior Designer	\$74.40	\$93.00
Senior Construction Inspector I		\$134.14
Senior Professional Land Surveyor II		\$158.10
Senior Professional Land Surveyor I	\$136.40	\$142.60
Professional Land Surveyor		\$117.80
Senior Land Use Planner		\$114.70
Senior Survey Technician II		\$124.00
Senior Survey Technician I	\$89.50	\$117.80
Junior Survey Technician	\$58.90	\$80.60
Field Coordinator		\$83.70
Junior CADD Technician		\$55.80
Intern	\$38.75	\$60.45
Project Assistant	\$77.50	\$93.00
Three Person Crew		\$215.00
Two Person Crew		\$170.00
One Person Crew		\$140.00
3D Scanner Crew		\$390.00

1 Alliance Geomatics, LLC – DBE/MBE #11187	
Classification	Maximum Hourly Billing Rate
Principal	\$260.00
Senior Project Manager	\$180.00
Project Surveyor	\$140.00
TECH 1	\$80.00
TECH 3	\$110.00
TECH 5	\$120.00
Assistant PM	\$90.00

Campbell Environmental, LLC – ESB #10374	
Classification	Maximum Hourly Billing Rate
Principal	\$120.00
Senior Consultant/ Biologist	\$100.00
Professional Wetland Scientist	\$100.00
Senior Biologist	\$95.00
Biologist	\$75.00
Technical Editor	\$65.00
Office Administrator	\$55.00

Geolux Consulting, P.C. DBA Pacific Geophysics – ESB #6365	
Classification	Maximum Hourly Billing Rate
Field Crew – 1 person	\$135.00
Field Crew – 2 person	\$200.00
Reporting	\$90.00
Weekend/Evening	\$230.00

OreVac, Inc.		
Classification	Hourly Billing Rate	
	Minimum	Maximum
1-2 person team	\$285.00	\$325.00
3 person team	\$310.00	\$350.00
4 person team	\$335.00	\$375.00

i-Ten Associates, Inc. – MBE/DBE #4372	
Classification	Maximum Hourly Billing Rate
CAD/GIS Tech	\$69.00

David C. Smith & Associates, Inc. – ESB #8842
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Classification	Maximum Hourly Billing Rate
Aerotriangulation	\$75.00
Stereocompilation, Senior Photogrammetric Technician	\$75.00
Stereocompilation, Photogrammetric Technician	\$70.00
Orthophoto Processing	\$65.00
CAD processing and quality control edits	\$65.00
Certified Photogrammetrist	\$95.00

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

PRICE AGREEMENT NUMBER 31001868

**TITLE OF WORK PROJECT
On-Call Services for Land Surveying**

This Price Agreement is between the City of Portland ("City," or "Bureau") and AKS Engineering & Forestry, LLC, hereafter called Consultant. The City's Project Manager for this Price Agreement is Dawan Thomas.

Effective Date and Duration

This Price Agreement shall become effective on April 1, 2021. This Price Agreement shall expire, unless otherwise terminated or extended, on March 31, 2026.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$3,500,000 for accomplishment of the work, accepted and approved via executed Task Order.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): AKS Engineering & Forestry, LLC

Address: 12965 SW Herman Road, Suite 100, Tualatin, OR 97062

City of Portland Business Tax Registration Number: _____

Citizenship: Nonresident alien Yes No

Business Designation (check one): Individual Sole Proprietorship Partnership Corporation

Limited Liability Co (LLC) Estate/Trust Public Service Corp. Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to Price Agreement approval.

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this Price Agreement using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the Price Agreement expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Price Agreement with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This Price Agreement consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the Price Agreement.

4. Early Termination of Price Agreement

- (a) The City may terminate this Price Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
- (b) Either party may terminate this Price Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Price Agreement is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Price Agreement prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the Price Agreement pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Price Agreement was terminated under Section 4(a).
- (e) In the event of early termination, the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

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

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Price Agreement, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this Price Agreement and, for a Price Agreement involving a grant, the Grant Terms and Conditions.

8. Indemnification for Property Damage and Personal Injury

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

9. Insurance

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

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

Required and attached // Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

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

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

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

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

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

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

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Price Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) calendar days written notice from Consultant to the City. If the insurance is

canceled or terminated prior to completion of the Price Agreement, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Price Agreement and shall be grounds for immediate termination of this Price Agreement.

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

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

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Price Agreement has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

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

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

11. EEO Certification

The Consultant must be certified prior to Price Agreement execution, as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

12. Equal Benefits

Consultant must certify prior to Price Agreement execution, that they do not discriminate by policy or practice in the provision of employee benefits between employees with domestic partners and employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.

13. Successors in Interest

The provisions of this Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this Price Agreement without undue delays and without additional cost.

17. Governing Law/Venue

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

18. Amendments

All changes to this Price Agreement, including changes to the scope of work and Price Agreement amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original Price Agreement amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Price Agreement.

20. Prohibited Conduct

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

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Price Agreement.

22. Access to Records

The Consultant shall maintain all records relating to this Price Agreement for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this Price Agreement at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this Price Agreement at any time in the course of the Price Agreement and during the three (3) year period established by paragraph 22. 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 Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

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

25. Merger Clause

This Price Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Price Agreement with a mediator jointly selected by the parties. Notwithstanding any dispute under this Price Agreement, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Price Agreement for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this Price Agreement or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: Applicable Not Applicable

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

28. Consultant's Personnel: Applicable Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Price Agreement and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant's assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity Contracting and Disadvantaged, Minority, Women and Emerging Small Business (D/M/W/ESB) sub-contracting commitments submitted by

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

For Price Agreements valued \$50,000 or more, the Consultant shall submit subconsultant payment and utilization information electronically, reporting ALL subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at: <https://www.portlandoregon.gov/brfs/75932>. Contact the PTE Contract Compliance Specialist for submission guidelines.

Subconsultants are responsible for meeting all requirements applicable to the Consultant under this price agreement, including compliance with City policies and all applicable federal, state, and local laws and regulations.

30. Third Party Beneficiaries

There are no third party beneficiaries to this Price Agreement. Enforcement of this Price Agreement is reserved to the parties.

31. Conflict of Interest

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

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Price Agreement including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

BACKGROUND

The City of Portland, Bureau of Environmental Services (BES), periodically has a need for Professional Land Surveying services in relation to design and construction of sanitary and stormwater collection systems, treatment facilities, and watershed restoration projects. Projects requiring land surveys range from small, e.g., limited pipe replacement, to very large collection and treatment system upgrades. The areas to be surveyed will be similarly small to extensive.

The Consultant shall provide Land Surveying Services on an as-needed basis. These services generally include work with short deadlines, scopes that may need to be developed quickly, and/or providing expertise currently unavailable in-house. Task Orders will be issued to the Consultant under this Price Agreement as individual project needs are identified.

SCOPE OF WORK

SERVICE CATEGORY – Land Surveying

The Consultant will provide as-needed professional land surveying-related services, within potentially limited time frames, and will be expected to work closely with designated BES personnel. For each project, BES will provide the general scope of work, and the Consultant will develop and negotiate the specific scope of work, budget, deliverables and schedule. Services will be requested as the need arises, therefore there is no guarantee that work will be assigned under this Price Agreement, or that the total not-to-exceed amount of this Price Agreement will be reached. The types of services include, but are not limited to, the following:

A. Land Surveying Services

- Researching survey records, deeds and easements
- Establishing an appropriate survey control network

- Delineating property boundaries and rights of way
- Surveying utilities and existing infrastructure
- Surveying trees, wetland delineations, and Ordinary Highwater Marks (flagged in the field)
- Developing site topographic maps per BES CAD standards
- Providing pre-construction stakeout, construction monitoring measurements and reports, and as-built construction surveys

When work will be conducted on private property, the Consultant is required to provide notice to the property owner(s).

TASK ORDERS

Work performed under this Price Agreement must be authorized via a written Task Order (sample attached as Exhibit A) signed by the City and the Consultant. The scope of work, schedule, deliverables, key personnel, subconsultants, compensation, and Disadvantaged, Minority, Women, Service-Disabled Veteran and Emerging Small Business (COBID Certified) Enterprises' utilization for each project or project phase will be defined in the Task Order prior to commencement of the work.

Following the execution of each Task Order, the City's Project Manager or delegate will work directly with the Consultant for the duration of the project unless otherwise noted on the Task Order.

Under no circumstance will an individual Task Order amount exceed \$250,000, including Task Order amendments, unless authorized by the Bureau Director or their designee.

Task Order COBID Certified Good Faith Efforts

Equity in the utilization of subcontractors is of paramount importance to BES for the work anticipated under this Price Agreement. In accordance with City Council's direction to provide for maximum use of certified COBID Certified firms, each negotiated Task Order shall include COBID Certified firms as subconsultants to the maximum extent possible, and all Task Orders will be negotiated with the intent to maximize utilization. Consultant shall be required to make good faith efforts to contract with COBID Certified subconsultants.

In the interest of achieving the most advantageous Task Order agreements, BES may engage multiple Consultants in parallel or serial Task Order negotiations. In the event BES and a Consultant cannot reach a favorable agreement for a specific Task Order, BES shall terminate negotiations and commence negotiations with the next Consultant. Continual difficulties in negotiating compensation caps or maximum COBID Certified utilization, or repeated unavailability or inability to perform Task Orders may result in the termination of this Price Agreement.

Task Order Compensation

Compensation for each Task Order will be determined through negotiation with the Consultant based on the scope of work, the hours the Consultant estimates for performance of the work, and the Consultant hourly rates, subject to a predetermined cap for the maximum compensation for the particular Task Order. If the work requires fewer hours than those estimated, the Consultant will be paid for the actual hours necessary to complete the Task Order. If the Consultant underestimates the number of hours that are required to perform and complete the scope of work, the negotiated maximum compensation for the Task Order shall be the cap of the compensation to be paid.

Task Order Change Requests

Compensation may only be adjusted via an executed Change Request amendment to the Task Order for documentable circumstances not reasonably foreseeable to either party at the time the Task Order was issued, or for changes to the scope of work or deliverables requested by BES.

Any change to the scope of work, schedule, deliverables, subconsultants, compensation, and COBID Certified utilization must be agreed upon by BES and the Consultant in writing as an executed Change Request amendment to the Task Order. Task Order amendments adding, removing or replacing subconsultants, require the Chief Procurement Officer's approval. Task Order amendments that increase the compensation by more than 25% of the original Task Order amount must be approved in writing by the Bureau Director or their designee.

DELIVERABLES

The Consultant must complete and provide Environmental Services' Project Manager the deliverables identified within each Task Order.

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data files, interim findings, schematics and drawings. Unless otherwise specified by the City, the Consultant shall prioritize submitting applicable deliverables electronically, and any paper-based deliverables shall be printed double-sided and in bindings or report covers that are fully recyclable, preferably using materials containing post-consumer waste recycled content. The Consultant is encouraged to provide any deliverables in accordance with the City's sustainable Paper Use Policy. The City's Policy can be found at: <https://www.portlandoregon.gov/brfs/37732>.

Deliverables and schedule for each project shall be negotiated and defined in the Task Order. If the Consultant uses subconsultants under a Task Order, a monthly subconsultant payment and utilization reporting shall be submitted electronically by the 15th of each month with the monthly invoice. (reference Part II, Section C.6 of the RFP).

All deliverables and resulting work products from this Price Agreement shall become the property of the City of Portland. As such, the City reserves the right to copy and distribute deliverables in any and all media formats pursuant to the needs of the City at the time. If for any reason the deliverables are composed of information that may be protected by copyright or contain information not otherwise able to be owned by the City, the Consultant and any subconsultants grant the City the right to copy and distribute the information contained in the deliverables at the sole discretion of the City of Portland.

WORK PERFORMED BY BUREAU OF ENVIRONMENTAL SERVICES

The City will assign a Program Manager to each task order to oversee the Consultant's work and provide support as needed. The City will review and approve work performed by the Consultant. Any specific duties the City will perform for each project shall be identified in the individual Task Orders.

SPECIAL PROVISIONS

The Consultant will make all arrangements to protect their workers, especially when the work occurs in the right-of-way or in any other potentially hazardous location. The Consultant will also obtain any required permits and permission from private property owners to access their property when warranted.

The Consultant will use the City's Heron (e-Builder) project management system for invoices, document management, deliverable transmittal, and review.

All AutoCAD deliverables shall adhere to BES AutoCAD policy listed at the following URL unless otherwise specified in a Task Order: <https://www.portlandoregon.gov/bes/77336>.

PROJECT REVIEW

Individual Task Orders will be developed by the Consultant's Project Manager and reviewed by the City's Project Manager. Specific oversight will be described in each Task Order.

PUBLIC SAFETY

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

On March 23, 2020, Governor Brown issued Executive Order 20-12 requiring, among other things, the practice of social distancing, teleworking, the closure of certain businesses, and limitations on non-essential travel.
https://www.oregon.gov/admin/Pages/eo_20-12.aspx

Currently, the Environment Services Professional, Technical and Expert (PTE) Service Projects continue in accordance with the Executive Order. This requires the Consultant to begin the work supported by this Price Agreement and continue PTE services uninterrupted while following the executive order to the maximum extent possible and throughout the term of the Price Agreement. While working with the Bureau of Environmental Services, please coordinate with your personnel, subconsultants and other vendors to follow the social distancing and other requirements listed in the executive order. The Bureau of Environmental Services views the services provided by your firm as well as your subconsultants in support of our PTE Projects as critical to the on-going mission of the Bureau of Environmental Services.

If changes must occur to the scope of work, you must notify the Bureau of Environmental Services Project Manager immediately. The Bureau's Project Manager will work with the Bureau's Contract Administration Branch to complete any changes to the scope of work with an Amendment to the Price Agreement.

The Parties acknowledge and agree that this Price Agreement will be executed and performed during the COVID-19 pandemic. While Oregon is under a declaration of emergency associated with the COVID-19 pandemic, Consultant shall comply with all applicable requirements and guidance issued by federal, state and local authorities pertaining to COVID-19 (including but not limited to CDC, OHSA, Governor Brown, Oregon Health Authority, and Multnomah County Health Department). The applicable guidance and requirements include, but are not limited to, those pertaining to Oregon phased reopening and sector activities, reduction in gathering sizes appropriate to the type of location and activity, complying and implementing health protocols, maintaining social distancing, and wearing face coverings. Consultant shall have a satisfactory safety plan and protocols addressing COVID-19 precautions related to Consultant's activities under this Price Agreement. Consultant shall monitor for updated guidance and requirements and update its plan and protocols accordingly. Consultant shall provide a copy of Consultant's safety plan and protocols to City upon City's request. Consultant is solely responsible for implementing a COVID-19 safety plan and protocols and addressing any COVID-19 related claims pertaining to its activities and provision of Services

under this Price Agreement. In the event that Consultant’s employees or its subconsultant’s employees exhibit symptoms of COVID-19 infection, Consultant shall follow City’s contact tracing and response protocols, which will be provided to the Consultant.

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Nick White	Contract Manager

SUBCONSULTANTS

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

NAME	DMWESB CERTIFICATION TYPE	ROLE ON PROJECT
45 th Parallel Geomatics, LLC	DBE/WBE/ESB	Project Surveyor
D&H Flagging, Inc	DBE/WBE	Flagger/Laborer
Rush Locates, LLC	ESB	Locating
Rhine-Cross Group, LLC	ESB	Survey

The City will enforce all social equity Contracting and Disadvantaged, Minority, Women and Emerging Small Business (COBID) subcontracting commitments submitted by the Consultant in its Proposal. For Price Agreements valued \$50,000 or more, the Consultant shall submit subconsultant payment and utilization information electronically, reporting ALL subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at: <https://www.portlandoregon.gov/brfs/75932>. Contact the PTE Contract Compliance Specialist for submission guidelines.

COMPENSATION

The maximum that the Consultant can be paid on this Price Agreement is \$3,500,000 (hereafter the “not to exceed” amount.). The “not to exceed” amount includes all payments to be made pursuant to this Price Agreement, including reimbursable expenses, if any. Nothing in this Price Agreement requires the City to pay for work that does not meet the Standard of Care or other requirements of the Price Agreement. The actual amount to be paid Consultant may be less than that amount.

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

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

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

PAYMENT TERMS: Net 30 Days

Hourly Rates

The Consultant shall be compensated in accordance with the hourly rates set forth in Exhibit B of this Price Agreement. In no way shall the cost of hours billed by the Consultant exceed the total Price Agreement amount throughout the term of this Price Agreement.

The Consultant’s rates listed are inclusive of the following: hourly billing rate mark-up (including but not limited to: fringe benefits, payroll bonuses, autos and other defined perquisites), telecommunications, facsimile services, overhead expenses (including but not limited to local and long distance telephone, parking, delivery/courier, required insurance coverage), advertising costs, postage, internal copying, lease of office equipment, information technology (including computer time and CAD services and other related highly specialized equipment), and profit.

The rates identified above shall remain constant throughout the term of the Price Agreement. The City will not be granting annual hourly rate increases based on the current State of Emergency and economic forecast resulting from COVID-19. This applies to

any and all Price Agreements and Price Agreement Amendments and subconsultants rates; however, the Consultant may request an Hourly Rate increase prior to the City's new Fiscal Year for each year the Price Agreement is active. The request shall be made no later than May 15 of each calendar year for the City's following Fiscal Year. The City's Fiscal Year is from July 1 through June 30 of each year. This does not guarantee that the request will be approved. Any increases will be at the discretion of the City and based on the City's available budget. In no way shall the cost of hours billed by the Consultant exceed the total Price Agreement amount throughout the term of this Price Agreement. **Personal expenditures or expenditures not related to the Price Agreement are not eligible for reimbursement.**

Standard Reimbursable Costs

Consultant may request reimbursement for costs arising in addition to the normal day-to-day operation of the business, not associated with profit, and not utilizing equipment owned and operated by the Consultant.

Reimbursable costs are only allowed if identified in the Task Order and agreed to by the City's Project Manager.

The following costs may be reimbursed without mark-up:

Travel

Travel must be directly attributed to a specific task that is located outside of a 100-mile radius of the Consultant's project office and generally not located within the Portland Metropolitan Service Area. Mileage reimbursement and related expenses due to local travel or travel required as a provision of the work (e.g., travel to and from work sites, to City properties, etc.) is denied under this section.

If authorized, Travel will be reimbursed as follows:

- **Transportation:**
 - Mileage – Only reimbursed if Consultant uses own or company owned vehicle. Reimbursement will only be made for travel to and from the location. Reimbursement will be at the U.S. General Services Administration (GSA) rate in place at the time of travel. Any additional mileage or reimbursement is the responsibility of the Consultant.
 - Rental – Reimbursed at cost, Consultant must use the most cost-effective rental option and submit justification for any option above, "Economy."
 - Fuel – Reimbursed at cost, Consultant must use 'lowest grade' of fuel available. Only allowed if using a rental and not submitting a mileage reimbursement claim.
 - Commercial air or other transportation – Reimbursed at cost, Consultant must use the most cost-effective travel option. No reimbursement will be made for any non-commercial/non-coach travel unless approved by the City.
- **Lodging** – Reimbursed at cost, Consultant must make all effort to obtain lodging at or below the current GSA rate for the area in which they are staying. If unable to, justification must be included with reimbursement request.
- **Per Diem** – Reimbursed at the GSA rate for the day of travel, including first and last day modifications. Any Per Diem given to Consultant's staff above the GSA rate is the sole responsibility of the Consultant.

Rentals

If a Consultant requires specialty equipment that they do not own to complete a Task, they may request reimbursement. Reimbursements will be for the true cost of the equipment rental with no mark-up. Late fees, damage to the equipment, insurance, or other associated costs are the sole responsibility of the Consultant.

Reimbursement for Rentals is strictly at the City's discretion and must be identified on the Task Order prior to rental. Required Survey Equipment rentals are subject to a maximum reimbursement of \$155.00 per day.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant.

Adjustment of Labor Rates Due to Inflation

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

Rate increases are subject to the following limitations:

- No increases will be granted before July 1, 2022;
- No more than one increase shall be granted per Price Agreement year;
- Rate increases may not exceed the preceding calendar year's Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) West Region Class Size A average inflation rate (as determined from the U.S. Bureau of Labor Statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Price Agreement Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the Price Agreement. 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 Consultant shall develop a billing format for approval by the City.

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

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

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultant shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:

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

Consultant Signature: _____ Date: _____ Entity: _____

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

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

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

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

Consultant Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE

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

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

City Project Manager Signature

Date

CONSULTANT SIGNATURE:

This Price Agreement 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 Consultant may conduct this transaction, including any Price Agreement amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this Price Agreement in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this Price Agreement by reference, and the STATEMENT OF THE WORK made part of this Price Agreement 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 Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600.

AKS Engineering & Forestry, LLC

BY: _____ Date: _____

Name: _____

Title: _____

PRICE AGREEMENT NUMBER: 31001868

PRICE AGREEMENT TITLE: On-Call Services for Land Surveying

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

Exhibit A
SAMPLE TASK ORDER



ENVIRONMENTAL SERVICES
CITY OF PORTLAND
working for clean rivers



CONTRACT NUMBER **3100...**
Task Order Number PM&C fills out

Project: project name
Project No: project number

The Contract by and between **Consultant Name**, hereinafter called Consultant, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City, provides for **Type of service** on-call services.

Original Contract Value: PM&C fills out
NTE Amount: PM&C fills out
Previous Task Order Amounts: PM&C fills out
Total of all Task Orders to Date: PM&C fills out

As directed in the Contract, this executed Task Order directs Consultant to perform the services as outlined below.

A.1 Project Background:

A.2 Scope:

A.3 Requirements:

Consultant must perform the following task(s):

A.3.1

A.3.2

A.3.3

A.4 Deliverables and Schedule:

Deliverables and Schedule for this Task Order shall include:

- 1.
- 2.
- 3.

All deliverables must be completed in an approved format.

A.5 Period of Performance:

The period of performance for this Task Order is NTP through [Click to enter a date..](#)

A.6 Key Personnel for this Task Order:

The Consultant shall assign the key personnel to do the work in the capacities designated as shown in Exhibit XX to this Task Order. Key personnel are defined as project manager and subject matter experts. Consultant may not change personnel unless authorized by a written Amendment to the Task Order.

A.7 Hours and Cost:

The maximum compensation for this Task Order shall not exceed \$[amt of request](#) unless authorized by a written Amendment to the Task Order. The hourly rates shall be as indicated in the Contract. The Tasks breakdown of the not-to-exceed amount is shown in Exhibit XX to this Task Order. Consultant may not reallocate compensation between Tasks without the written approval of the Project Manager.

A.8 SUBCONSULTANT Participation for this Task Order:

Consultant agrees they will use the following subconsultant(s) on this Task Order in the following Total Dollar amounts and Percentages listed. Consultant may not change subconsultants unless authorized by a written Amendment to the Task Order.

SUBCONSULTANT(S) TO BE USED	D/M/W/ESB CERTIFICATION (DBE, MBE, WBE, ESB, NONE)	ROLE ON PROJECT	TOTAL DOLLARS COMMITTED	PERCENTAGE
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

If aspirational DMWESB subconsultant participation is not possible for this Task Order, provide justification below:

Procurement Services to complete this section
Cumulative D/M/W/ESB Participation for the Entire Contract
Current D/M/W/ESB participation is \$ _____; Subcontract Total - ____%; Contract Total - _____%
Proposed D/M/W/ESB participation is \$ _____; Subcontract Total - ____%; Contract Total - _____%

All provisions of the original Contract shall remain in full force and effect.

This Task Order 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 Task Order.

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

CONSULTANT:

By: _____

Date: _____

Name: _____

Title: _____

CITY OF PORTLAND:

Chief Procurement Officer

Accounting Info:	
WBS, Internal Order, and/or Grant #:	DPO#:

**Exhibit B
Hourly Rates**

AKS Engineering & Forestry, LLC	
Classification	Maximum Hourly Billing Rate
Contract Manger	\$195.00
QA/QC Reviewer	\$195.00
FEMA/Floodplain Manager	\$160.00
Project Surveyor	\$160.00
Hydrograhic Surveyor	\$160.00
3D Laser Scanning Specialist	\$160.00
Drone/LiDAR Specialist	\$120.00
Construction Staking Specialist	\$120.00
Office Survey Technician	\$110.00
Project Coordinator	\$85.00
GIS Specialist	\$110.00
One-Person Survey Crew	\$150.00
Two-Person Survey Crew	\$220.00
Two-Person Survey Crew – BOLI	\$240.00
Laser Scanning Survey Crew	\$220.00
Drone One-Person Field Crew	\$200.00
LiDAR One-Person Field Crew	\$225.00

45th Parallel Geomatics, LLC – DBE/WBE/ESB #11261	
Classification	Maximum Hourly Billing Rate
Project Surveyor	\$110.00

D&H Flagging, Inc. – DBE/WBE #478	
Classification	Maximum Hourly Billing Rate
Flagger/Laborer	\$59.90

Rush Locates, LLC – ESB #11749	
Classification	Maximum Hourly Billing Rate
Principal	\$285.00
Foreman	\$285.00

Rhine-Cross Group, LLC – ESB #5628	
Classification	Maximum Hourly Billing Rate
One-Person Survey Crew	\$120.00
Two-Person Survey Crew	\$140.00
Project Surveyor	\$100.00
Office Survey Technician	\$80.00

IMPACT STATEMENT

Legislation title: Authorize price agreements for On-Call Land Survey Services to support design and construction of sanitary and stormwater collection systems, treatment facilities, and watershed restoration projects in amount not to exceed \$10,500,000 (Ordinance; Contract Nos. 31001870, 31001869, and 31001868)

Contact name: Mike Pimomo, Manager II

Contact phone: (503) 823-7206

Presenter name: Kathleen Brenes-Morua, Interim Chief Procurement Officer

Purpose of proposed legislation and background information:

The purpose of the proposed legislation is to allow authorization of three price agreements to conduct land surveying to support the design and construction of sanitary and stormwater collection systems, treatment facilities, and watershed restoration projects and to provide for uninterrupted land surveying services. Projects requiring land surveys range from small, e.g., limited pipe replacement, to very large collection and treatment system upgrades. The areas to be surveyed will be similarly small to extensive. The proposed legislation does not change any current City policies.

Financial and budgetary impacts:

There are no long-term financial impacts for the city, e.g. ongoing debt payments, purchase of property requiring operations and maintenance or ratification of labor contracts.

All expenses associated with the Price Agreements and resulting Task Orders will be funded from current budgeted funds.

If legislation is not approved, the negative impacts would be profound. The solicitation process for each new identified project would significantly lengthen project timelines and needed public improvements would be unnecessarily delayed.

There will be no additional requests for funding outside of the current budget authority. Expenses will be negotiated per defined Task Orders, and appropriate budgeted funds will be encumbered upon execution of Task Orders.

There will be three new Professional, Technical and Expert Price Agreements in defined service areas as a result of this legislation. Monies for expenses are identified through BES's budgets for the necessary Task Orders that will result from the eight new contracts. SAP cost object numbers are not defined at this time but will be as project scopes of work are fully defined and ready to move forward.

Community impacts and community involvement:

Overall, this legislation supports protecting the health of Portland's residents by ensuring our wastewater and stormwater collection and treatment is effective and reliable and our watersheds support human health and environmental health. This legislation will positively affect businesses and the community because qualified surveying consultants will provide

services to support the design and construction of sanitary and stormwater collection systems, treatment facilities, and watershed restoration projects (via the Surveying On-call Price Agreements).

To address participation from Disadvantaged, Minority, Women, Emerging Small Business or Service-Disabled Veteran-Owned Business Enterprises (D/M/W/ESB/SDVBE) businesses, the RFP for this work was issued on September 3, 2020 and proposals were due on September 23, 2020, giving proposers three weeks to form qualified and diverse teams. As a result, one of the three Land Surveying On-Call Firms is certified MBE/DBE, and 13 of 15 subcontractors are certified.

100% Renewable Goal:

This action does not affect the City’s total energy use. This action does not affect the City’s renewable energy use.

Budgetary Impact Worksheet

Does this action change appropriations?

- YES:** Please complete the information below.
- NO:** Skip this section

Fund	Fund Center	Commitment Item	Functional Area	Funded Program	Grant	Sponsored Program	Amount