

## PRICE AGREEMENT NO. 31000692

for

### **INSPECTION AND ENGINEERING TECHNICIAN SUPPORT SERVICES**

This Price Agreement, made and entered into this 6th day of March, 2015, by and between Allen Construction Management Services, LLC, dba ACMS Northwest, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City. This Price Agreement may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

#### WITNESSETH:

ARTICLE I. The Parties hereto mutually covenant and agree to and with each other as follows:

- 1. SCOPE OF WORK:** The Contractor shall provide Inspection and Engineering Technician Support Services as stated in this Price Agreement and in accordance with Attachment A and Appendix A, and Exhibits B, C, and D.
- 2. EFFECTIVE DATE AND DURATION:** The initial term of this Price Agreement shall begin on March 6, 2015 and shall expire March 5, 2020 unless terminated sooner as provided herein. The total term of this Price Agreement shall not exceed five (5) years
- 3. CONSIDERATION:** The City agrees to pay Contractor a yearly sum of not to exceed \$ 500,000.00 for provision and acceptance of the work ordered. Interim payments shall be made to the Contractor according to the pricing identified in Exhibit B.
- 4. INVOICING:** The City of Portland is a tax-exempt governmental agency. Prices shall not include federal, state, local, or other taxes designated now or hereafter, unless the City is responsible therefore. The Contractor shall submit billings in a timely fashion. Invoices shall be sent to the billing address stated with each order.

Contractor is at all times solely responsible for billing accuracy and timeliness; Contractor shall provide invoices for the goods and services to the City in paper form. Invoices will not be processed for payment until receipt of a properly completed invoice and until all invoice items are received and satisfactory performance of Contractor has been attained. Invoice payment terms including any offered prompt payment discounts shall start on the date of the invoice.

- 5. INVOICE PAYMENT:** Invoices submitted for payment shall identify the goods and services, the unit price, quantity, extended price, order number and invoice total. Billing details may be agreed upon between the Parties. Invoicing for goods and services shall at all times be in arrears. Invoices for payment shall be provided to the City within ninety (90) days of successful delivery of the billed goods and services.

**NOTE:** For utilization of this price agreement by bureaus other than the Water Bureau, see Attachment A for required procedures.

On or before the 15th of each month and no more than ninety (90) days after successful delivery of the billed goods and services, the Contractor shall submit to the Portland Water Bureau's Accounts Payable Department a separate invoice for each temporary personnel or subcontractor providing services for work performed by the Contractor during the preceding month. Invoice shall be e-mailed to: [wbaps@portlandoregon.gov](mailto:wbaps@portlandoregon.gov).

All overtime shall be included to the invoice and must have been approved in writing by the PWB's Project Manager or their designee prior to the day work is being requested to be performed. Overtime approvals from the PWB Project Manager must be included with monthly invoices and will be used as supporting documentation in order to process the overtime included to an invoice. Additional billing details may be agreed upon between the parties. Invoicing for services shall at all times be in arrears.

The Contractor shall submit a separate invoice for each temporary personnel or subcontractor providing services to the City. Invoice(s) submitted for payment must identify the City's Agreement Number, Contractor's Invoice Number, and Date of submission to the Portland Water Bureau's email address above. In addition the invoice will set out all items for payment including, but not limited to: position classification and name of temporary personnel or subcontractor's name providing services; CERR Number, service period temporary personnel or subcontractor associated with the invoice submitted, regular hourly rate and total hours worked, overtime rate and total hours worked, total amount due per invoice based on regular hourly rate and total hours worked, total amount due per invoice based on regular hourly rate and total hours worked. The Portland Water Bureau will not accept or pay any invoice submitted by the Contractor, their temporary personnel or subcontractors that are associated or include costs for food, lodging, transportation, fuel, or other travel costs unless specifically negotiated and agreed upon through written amendment signed by both parties.

The Contractor shall submit an individual temporary personnel or subcontractor monthly financial report that must be attached to each invoice submitted that provides the information above and also includes, but is not limited to the following: the temporary personnel or subcontractor name, work week of performance, Portland Water Bureau project they are working on, Project Code, hours worked per project code, hourly rate of pay, subtotal of regular hours and hourly rate of pay, over time hours, over time rate of pay, subtotal of overtime hours and hourly overtime rate of pay, total hours worked, and total hours worked per Project Code,

and total dollars due for all hours worked for the Project Code. The report will also include total CERR amount authorized to the Contractor for the temporary personnel or subcontractor providing services, less the current invoice and any previous invoices for the position or subcontractor, and provide the funds remaining for the temporary personnel or subcontractor. Invoices and reports submitted without the appropriate details will not be processed and returned to the Contractor to be corrected and resubmitted for review and processing. The Contractor shall provide a sample of their invoice template and a sample template of the report they will be required to submit along with the invoice for the Portland Water Bureau, Contract Administration Branch Managers to review upon Price Agreement award.

Revised invoices or billing adjustments shall apply only to goods and services that can be verified by the City. Requests for such adjustments shall be submitted in writing to the City within six (6) months of acceptance of the goods and services, shall reference the original invoice in which the error was made, and contain the level of detail defined in billing detail above. Billing adjustments shall not be submitted to the City in any form other than a paper document. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. Failure by the City to pay any portion of or the entire invoiced amount based on Contractor billing errors, goods and services that fail to comply with this Price Agreement, or disputed charges shall not constitute default under this Price Agreement. Payment of an amount less than the total amount due on all unpaid invoices shall be any particular amount or item, which is subject to any claim of error or dispute between the Parties, without prior written City approval.

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

<http://www.portlandonline.com/omf/index.cfm?c=26606&a=409834>. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

ARTICLE II. Performance of services under this Price Agreement shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor.

6. **INSURANCE:** Contractor shall obtain and maintain in full force at Contractor 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 Contractor and all subcontractors shall maintain coverage for all subject workers.

Required and attached or  Proof of exemption (i.e., completion of Independent Contractor Certification Statement )

(b) General commercial liability (CGL) insurance covering bodily injury, personal and advertising injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), 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 or  waived by Authorized Bureau Manager

(c) Automobile liability insurance with coverage of not less than \$1,000,000 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 or  waived by Authorized Bureau Manager

(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 Contractor under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Contractor may have claims-made policy in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, if the Contractor obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract. Contractor shall provide proof of insurance through satisfactory certificate(s) of insurance to the City.

Required and attached or  waived by Authorized Bureau Manager

Continuous Coverage; Notice of Cancellation: The Contractor 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) days written notice from Contractor to the City. If the insurance is canceled or terminated prior to completion of the Price Agreement, Contractor 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 Contractor'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: Contractor shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement form(s) 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 Contractor 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.

Subcontractor(s): Contractor shall provide evidence that any subcontractor, 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 subcontractor is included under Contractor's policy.

**Additional Insured.** The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Price Agreement shall include the City of Portland and its divisions, officers and employees as Additional Insureds, as well as Portland General Electric (PGE), Pacific Power & Light (PP&L), CenturyLink, and Comcast, but only with respect to the Contractor's activities to be performed under this Price Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance

**Notice of Cancellation or Change.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City Auditor. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Price Agreement and shall be grounds for immediate termination of this Price Agreement.

**Certificate(s) of Insurance.** As evidence of the insurance coverages required by this Price Agreement, the Contractor shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement form(s) to the City prior to the award of the Price Agreement if required by the procurement document, but in all events prior to Contractor's commencement of work under this 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 Contractor shall pay for all deductibles

ARTICLE III. In consideration of the premises, and in accordance with the provisions for acceptance and payment for work set forth in these Standard Terms and Conditions and Special Terms and Conditions, the City and Contractor hereby agrees as follows:

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## STANDARD TERMS AND CONDITIONS

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- 7. INDEPENDENT CONTRACTOR STATUS:** The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the City and are not eligible for any benefits through the city including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. There is no expectation of continued assignment to the City. The Contractor is the sole employer of personnel provided to the City. The City is not the employer, nor is it a joint employer with the Contractor. Any remedial action necessary in regards to a performance deficiency of an employee provided by the Contractor to the City, prior to rejection by City, shall be the sole responsibility of the Contractor.
- 8. NO THIRD PARTY BENEFICIARIES:** Contractor and City are the only Parties to this Price Agreement and are the only Parties entitled to enforce its terms. Nothing in this Price Agreement gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- 9. 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.
- 10. SURVIVAL:** The terms, conditions, representations, and all warranties contained in this Price Agreement shall survive the termination or expiration of this Price Agreement.

**11. COMPLIANCE WITH APPLICABLE LAW:** In connection with its activities under this Price Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Price Agreement. Contractor agrees it is currently in compliance with all tax laws. Contractor shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>.

The following additional conditions apply to this solicitation and any resultant purchase order or Price Agreement: Appendix A as attached hereto.

The Contractor must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made and shall be responsible for the following:

**CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER:** The Contractor is certified as an Equal Employment Opportunity Employer as prescribed by Chapter 3.100 of the Code of the City of Portland through 7-28-2016. The certification will be maintained throughout the duration of the Price Agreement.

**NON-DISCRIMINATION IN EMPLOYEE BENEFITS (EQUAL BENEFITS):** The Contractor has complied by providing the Equal Benefits Compliance Worksheet/Declaration Form indicating: Full Compliance, Option B.

**BUSINESS LICENSE TAX ACCOUNT:** The Contractor license # 758214 is in compliance with the City of Portland Business License Tax requirements as prescribed by Chapter 7.02 of the Code of the City of Portland and will be maintained throughout the duration of this Price Agreement.

**NOTIFICATION TO STATE OF NONRESIDENT CONTRACTOR:** If the Price Agreement Price exceeds \$10,000 and the Contractor is a Nonresident Contractor, the Contractor shall promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Price Agreement Price, terms of payment, Price Agreement duration and such other information as the Department of Revenue may require before final payment can be made on the Price Agreement. A copy of the report shall be forwarded to the City. The City shall satisfy itself that the above requirements have been complied with before it issues final payment on the Price Agreement (PCC 5.33.695) [http://www.oregon.gov/dor/forms/misc/nonresident-bidder\\_800-020.pdf](http://www.oregon.gov/dor/forms/misc/nonresident-bidder_800-020.pdf).

**GRANT TERMS AND CONDITIONS:** In connection with its activities under this Price Agreement, Contractor shall comply with all applicable Grant Terms and Conditions. This includes all terms and conditions contained in this Price Agreement and, for a contract involving a grant, the Grant Terms and Conditions as further described at: <http://www.portlandoregon.gov/bibs/article/455735>

**12. GOVERNING LAW / VENUE:** The provisions of this Price Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Price Agreement shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Price Agreement the Contractor agrees to in personam jurisdiction of the Oregon courts.

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

**14. INDEMNITY:** Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorney's fees and costs, resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents including intentional acts, or of its subcontractors, agents or employees under this Price Agreement. Contractor is not responsible for any damages caused by the actions of the City, its officers, employees and agents.

**15. ASSIGNMENT OF ANTI-TRUST RIGHTS:** By entering into a Price Agreement, the Contractor, for consideration paid to the Contractor under the Price Agreement, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligation under this Price Agreement.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Price Agreement, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the Price Agreement.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

- A. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the City of Portland its proportionate share thereof, if any, assigned to the state hereunder.

**16. SEVERABILITY:** In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Price Agreement, or any provision of this Price Agreement, is unlawful, this Price Agreement, or that provision of the Price Agreement to the extent it is unlawful, shall terminate. If a provision of this Price Agreement is terminated but the Parties can legally, commercially, and practicably continue without the terminated provision, the remainder of this Price Agreement shall continue in effect.

**17. FUNDING:** In the event the City, during the adoption of the City's annual budget, reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the Contractor agrees to abide by any such decision including revision or termination of services.

**18. ASSIGNMENT AND SUBCONTRACTING:** This Price Agreement or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer is void and the Contractor remains liable for performance of the Price Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Price Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

**19. LIENS:** Contractor shall not permit any claim to be filed or prosecuted against the City or any lien against the property purchased in connection with this Price Agreement and agrees to assume responsibility should such lien or claim be filed.

**20. SUSTAINABLE PROCUREMENT:** Pursuant to the City's [Sustainable City Principles](#), which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, the Contractor is encouraged to incorporate these Principles into their scope of work with the City wherever possible. Therefore in accordance with the Principles and the City's [Sustainable Procurement Policy](#), it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, recyclable in local recycling programs, is made from recycled materials, and/or is collected by the vendor for reuse/recycling.

**21. FORCE MAJEURE:** Neither City nor Contractor shall be held responsible for performance if its performance is prevented by unforeseeable acts or events beyond the Party's reasonable control including, but not limited to: acts of God; fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures, electrical power surges or current fluctuations; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities; or any other circumstances that are not within its reasonable control.

**22. 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. The City's Chief Procurement Officer is authorized to execute amendments to this Price Agreement without the City's further approval, provided such amendments are in writing, signed by both Parties, and approved by the City Attorney's Office. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Chief Procurement Officer, or to waive the approval of the City Attorney's office.

**23. NON-WAIVER:** No waiver, consent, modification, or change of terms of this Price Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of the City to enforce any provision of this Price Agreement shall not constitute a waiver of that or any other provision.

**24. COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES:** The Contractor shall cooperate fully with other contractors and City employees providing systems or support to the City during installation, operation, or maintenance of the goods and services. This includes planning for and integration of the goods and services provided under this Price Agreement with those provided by others. Further, Contractor shall make every reasonable effort to cooperate with City to minimize and/or prevent any degradation of the other computer and telecommunications systems, equipment, or services of the City by the installation, operation, or maintenance of the goods and services. Contractor's failure to cooperate with the City and other contractors may be grounds for termination as provided herein.

**25. ACCESS TO RECORDS:** The Contractor shall maintain professional accounting standards and on a current basis, and the City and its duly authorized representatives shall have access to, the books, documents, papers, and records of the Contractor which are directly pertinent to this Price Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.

**26. AUDITS:** The City, either directly or through a designated representative, 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 ACCESS TO RECORDS. Audits shall be conducted in accordance with generally accepted auditing standards.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies as provided under EARLY TERMINATION OF PRICE AGREEMENT and REMEDIES. In addition, the Contractor agrees to abide by the standards of the Office of the Comptroller set forth in May, 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this Price Agreement shall be retained by the Contractor for a minimum of five (5) years for purposes of State of Oregon or the OJP Financial Guide from the Office of the Controller and apprise itself of all rules and regulations set forth.

**27. EMPLOYEES NOT TO BENEFIT:** No City employee or elected official of the City shall be admitted to any share or part of this Price Agreement or to any benefit that may arise there from; but, this provision shall not be construed to extend to this Price Agreement if made with a corporation for its general benefit.

**28. CONFLICT OF INTEREST:** Contractor 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 Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor 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, Contractor, 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. Contractor 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/Contractor 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.

**29. WARRANTY:** The Contractor shall agree to immediately re-perform without charge any services which prove to be unsatisfactory.

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## SPECIAL TERMS AND CONDITIONS

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**30. CITY FURNISHED PROPERTY:** No materials, labor or facilities will be furnished by the City unless otherwise provided for within this Price Agreement.

**31. ADDITIONAL SERVICES** The City reserves the right to procure additional services for additional City bureaus beyond those stated in the Price Agreement documents at the same prices in the Price Agreement. Price increases will be allowed, but shall be in keeping with Attachment A of this Price Agreement. Such additional services are not guaranteed and will be made at the City's sole discretion based upon the requirements of City bureaus.

**32. RIGHT TO CHANGE:** The City reserves the right to order changes to the goods, materials, equipment and services outlined herein. The City and the Contractor shall determine a fair and equitable cost and if required, additional time for such changes. All such changes shall be ordered in writing and agreed to by the Parties.

**33. NOTICE:** Except as otherwise stated in this Price Agreement, any notice or demand to be given under this Price Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

**CONTRACTOR:**

Allen Construction Management Services,  
LLC, dba ACMS Northwest  
3834 NE View Place  
Gresham, OR 97030  
ATTN: Laurie Allen

**CITY:**

City of Portland  
Procurement Services  
1120 SW 5<sup>th</sup> Ave, Rm 750  
Portland, OR 97204  
ATTN: Jim Van Nest

If either Party changes its address or if a Party's representative changes, the other Party shall be advised of such a change in writing, in accordance with this section.

**34. EARLY TERMINATION OF PRICE AGREEMENT:** The City and the Contractor, by mutual written agreement, may terminate the Price Agreement at any time. The City, on thirty (30) days written notice to the Contractor, may terminate this Price Agreement for any reason deemed appropriate in its sole discretion. Either the City or the Contractor may terminate this Price Agreement in the event of a material breach of the Price Agreement by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice of the breach and the Party's intent to terminate. If the Party has not entirely cured the breach within seven (7) days of the notice, then the Party giving the notice may terminate the Price Agreement at any time thereafter by giving a written notice of termination.

**35. SUSPENSION OF THE WORK:** The City may at any time give notice in writing, by electronic mail, or by facsimile to the Contractor to suspend this Price Agreement. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. In no event shall the Contractor be entitled to any lost or prospective profits or any incidental or consequential damages because of suspension.

**36. PAYMENT ON EARLY TERMINATION:** In the event of termination under EARLY TERMINATION OF PRICE AGREEMENT hereof, the City shall pay the Contractor for goods and services in accordance with the Price Agreement prior to the termination date and delivered to City provided that such goods and services conform to Price Agreement specifications and are of use to the City. In the event of termination under EARLY TERMINATION OF PRICE AGREEMENT hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor for goods delivered and services performed in accordance with the Price Agreement prior to the termination date subject to set off of excess costs, as provided for in Remedies. In the event of early termination all of the Contractor's work products shall become and remain property of the City. Under no circumstances shall the City be subject to early termination penalties for recurring charges for goods or services that the City cancels during the term of this Price Agreement.

**37. REMEDIES:** In the event of termination under EARLY TERMINATION OF PRICE AGREEMENT by the City due to a breach by the Contractor, then the City may procure services outstanding from another contractor and the Contractor shall be liable for additional re-procurement costs incurred by the City. The City also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in this Price Agreement, the remedies for a breach of this Price Agreement shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available or may become available.

**38. PERMITS AND LICENSES:** The Contractor shall be required to have or obtain, at their expense, any and all permits and licenses required by the City and/or County, state and Federal (except FCC radio licenses), pertaining to the materials and services to be provided.

**39. INTELLECTUAL PROPERTY:** The City requires the following regarding copyrighting and patent pending on work products pertaining to this Price Agreement:

a. Copyright: All work products of the Contractor which result from this Price Agreement are the exclusive property of the City. If this Price Agreement results in a copyright, the City of Portland reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the work or the copyright to any work developed under this Price Agreement and any rights of copyright to which the Contractor or its sub-vendor, purchases ownership with grant support.

b. Patent: If this Price Agreement results in the production of patentable items, patent rights, processes, or inventions, the Contractor or any of its sub-vendors shall immediately notify the City. The City will provide the Contractor with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

**40. SPECIFICATIONS:** This Price Agreement authorizes the Contractor to provide and the City to procure those goods, materials, equipment and services, and establishes the terms and conditions for the City to obtain said goods, materials, equipment and services from the Contractor. Goods, materials, equipment and services to be provided under this Price Agreement are described in the Attachments hereto. The Contractor shall provide to the City those goods, materials, equipment and services described in the attachments in accordance with the prices shown herein. Payment shall be made only in accordance with the payment schedule identified herein.

**41. PROPRIETARY AND CONFIDENTIAL INFORMATION:** The Oregon Public Records Law, ORS 192.410 et seq. strictly governs the City's treatment of requests for public records pertinent to this Price Agreement.

Contractor agrees to hold in confidence any and all information of the City's it receives while performing any of the contemplated functions of the Price Agreement and shall not disclose any such information to third parties.

**42. NEWS RELEASES AND PUBLIC ANNOUNCEMENTS:** The Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representatives of the City, except with prior specific written authorization from the City.

Contractor shall not issue any news release or public announcement pertaining to this Price Agreement or the project without prior written approval of the City, which may be withheld in the City's sole discretion. A minimum of three (3) business days notice is required for a response to a request for such approval. If approval is not issued within the three (3) business day period, the request shall be deemed denied.

**43. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT:** The Contractor agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this Price Agreement reflect the City of Portland usage only.

Any public agency that wishes to purchase items will execute its own contract with the awarded Contractor for its requirements. The Contractor, in its sole discretion, may decline to extend the prices and terms of this Price Agreement to any and/or all other public agencies. If the Contractor enters into a contract with any public agency on terms or prices other than that outlined in this Price Agreement or in conjunction with a competitive bid process, then there is no reporting requirement to City of Portland.

**44. INTERGOVERNMENTAL COOPERATIVE ADMINISTRATIVE FEE (CAF):** A 1.0% annual cooperative administrative fee ("CAF") on Eligible Revenues will be paid to the City for any Intergovernmental Cooperative Procurement contracts that Contractor agrees to enter into under identical prices and terms and conditions to this Agreement and which did not result from a competitive bid process ("Eligible Contracts"). The pricing extended to Participating Entity shall be the purchase price before promotional discount as outlined in Attachment B charged to the City of Portland under this Price Agreement (#31000692) for each product. Eligible Revenues shall mean the revenues on Eligible Contracts. In the event that the City exercises its unilateral right to Early Termination under clause 33(b), then Contractor will no longer be liable to City of Portland for any CAF otherwise due and payable to City of Portland.

**VOLUME SALES REPORTS:** When other Participating Entities are offered the same terms and conditions as the original Contract/Price Agreement between the Contractor and the City, Contractor shall provide a twice yearly Volume Sales Report to the City of Portland. The reports shall include the complete and accurate details regarding all transactions pertaining to sales under the Price Agreement terms and conditions for that Reporting Period. The Contractor shall provide the Volume Sales Reports regardless whether or not any sales have been conducted. When no sales have been recorded for the period a report must be submitted by so stating "NO SALES FOR THIS PERIOD".

Volume Sales Reports may be submitted either by email, US post or electronically and will be submitted on the City's standard document. The Contractor will submit the Volume Sales Reports to:

Celeste King, CPPO  
Procurement Supervisor  
Procurement Services  
1120 SW Fifth Avenue, Room 750  
Portland, OR 97204

Email: celeste.king@portlandoregon.gov

The City reserves the right to terminate this Price Agreement if the Volume Sales Reports are not received on a timely basis as described herein, provided however that the Contractor is granted the right to cure any breach in this regard within thirty days (30) of written notice by the City of said breach.

The sales information shall be supplied to the City of Portland, Procurement Services Division for the following Reporting Period of January 1 - June 30 and July 1 – December 31. All reports are due by the 30<sup>th</sup> day following the end of the Reporting Period.

During the term of this Price Agreement and for the sales during the previous Reporting Period, the Contractor shall remit CAF payments to the City of Portland within thirty (30) days of City's receipt of Volume Sales Report . The Contractor shall be responsible for timely reporting and payment. . The City reserves the right, at its own expense, to audit Contractor's records and other pertinent data as indicated herein in Section 26 Audits .

**CAF PAYMENTS:** Contractor shall remit CAF payments in the form of a check to:

Procurement Services, Operations



1120 SW Fifth Avenue, Room 750  
Portland, OR 97204

All payments shall be due thirty days after the City's receipt of the Volume Sales Report. The CAF will NOT be reflected as a separate line item charge to authorized purchasers. Contractor's bid prices shall reflect all of the Contractor's charges to authorized purchasers. City of Portland CAF shall be calculated based upon Participating Entity Volume Sales Report limited to paid-for purchases, net of returns, discounts and credits made by the Participating Entity. The calculation will be as follows:

City of Portland Price \$100.00 Markup 1% Participating Entity pays \$101.00; rebate to be paid to the City of Portland = \$1.00 (\$101-(\$101/1.01))

**DEFINITIONS:**

**Participating Entity** shall be any public/governmental organization utilizing this Agreement in accordance with purchasing procedures mandated by Local and State procurement statutes and regulations.

**Reporting Period** means the twice yearly reporting of sales as conducted via cooperative procurement under this Agreement/Contract.

**Intergovernmental Cooperative Procurement** means the Contractor will consider, on a case by case basis and in its sole discretion, whether to extend the products and services provided under this Price Agreement with the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Portland usage only. A public agency wishing to purchase items will execute its own contract with the awarded Contractor for its requirements. Participating Entities may utilize City contracts through Intergovernmental Cooperative procurement if the Price Agreement is determined by the Participating Agency to have been awarded in compliance with their bidding requirements and there is no statutory provision prohibiting such purchase.

**45. ANNUAL USAGE REPORT:** The Contractor may be required to make available to the City product and/or service usage reports resulting from the Price Agreement award. The reports will include all transaction activities including Intergovernmental Cooperative Purchasing usage resulting from the award. Report schedule due dates and content will be determined by the City of Portland. Usage reports will be delivered as requested by Procurement Services.

**46. OREGON HAZARD COMMUNICATION RULES:** The Contractor must comply with all provisions of OAR 437, Subsection H: Hazardous Materials. Inquiries concerning compliance should be directed to any office of the Accident Prevention Division or the Workers' Compensation Department central office in Salem

Material Safety Data Sheets (MSDS) shall be provided along with delivery of the product to each Bureau or Division that receives merchandise. The City does not have a centralized Hazard Communication Rules program and supplying MSDS's to one location does not qualify as compliance.

The City reserves the right to refuse and withhold payment for shipments that are not properly labeled or for which an MSDS has not been provided. Noncompliance with OAR 437 is violation of this Price Agreement and justifiable cause for cancellation.

**47. NON-EXCLUSIVE AGREEMENT:** The City may, but is not required, to purchase any goods or services under this Price Agreement. Good or services will be requested on an as needed basis, therefore there is no guarantee of goods to be purchased or services requested under any resulting agreement. Payment shall be made only for goods actually ordered, delivered, and accepted, whether greater or less than the original estimated quantities. This Price Agreement does not establish an exclusive arrangement between the City and Contractor, and the City retains the right to purchase the same or similar goods from other providers.

**48. ENTIRE PRICE AGREEMENT:** This Price Agreement and its Attachments represent the entire Price Agreement between the Parties. This Price Agreement is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Price Agreement, understanding, or representation between the Parties with respect thereto, whether written or oral.

**ARTICLE IV.** 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. It is understood and agreed by the Parties hereto that:

1. Any reference in this Price Agreement to the scope of work or specifications is intended as a convenience to the Parties in administration of the Price Agreement. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this Price Agreement of any provision of the scope of work or specifications is not intended, nor shall be construed to change, alter, modify, amend, or delete the requirements of the scope of work or specifications.

2. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and State of Oregon shall be followed with respect to this Price Agreement.

3. Contractor 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 Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor 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, Contractor, 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. Contractor 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/Contractor 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.

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

IN WITNESS WHEREOF, Contractor and City have caused this Price Agreement to be executed by their duly authorized representative(s), all on the day and year first above written.

**ALLEN CONSTRUCTION MANAGEMENT SERVICES,  
LLC DBA ACMS NORTHWEST**

by \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
**Name, Title and Date**  
**Address:** 3834 View Place  
Gresham, OR 97030  
**Telephone No:** (503) 490-5673  
**Fax No:** (971) 231-2015  
**Email:** lallen@acmsnw.com

**CITY OF PORTLAND**

by \_\_\_\_\_  
Christine Moody, Chief Procurement Officer Date

# ATTACHMENT A

## 1. BACKGROUND AND SCOPE OF PRICE AGREEMENT

The Contractor shall efficiently perform temporary on-call construction management, inspection, and project support services and perform all associated administrative tasks as required on an as needed basis to supplement City staff within any requesting bureau during peak periods. As employer of the temporary personnel or subcontractors, the Contractor shall perform the functions of a staffing firm, including, recruiting, hiring, assigning, compensating, orienting, reassigning, counseling, disciplining, and discharging the temporary personnel ("Services").

The Contractor shall provide services on an as-needed basis to supplement the City as requested by any bureau within the City. Work will be assigned to the Contractor as project needs are identified. The Price Agreement shall not be construed as an exclusive agreement between the Contractor and the City and other contractors may be engaged and utilized for the same or like purposes. The specific available position requirements, desired start and end date, description of assignment and critical skills needed, will be established in writing via a Contract Employee Recruitment Request (CERR), sample attached for reference, prior to commencement of the work. The CERR shall be issued by the PWB Contract Administration Branch (CAB) or their designee to the Contractor. The Contractor shall complete the Contractor's portion of the CERR and immediately return the CERR to: Portland Water Bureau, Attn: Contract Administration Branch, 1120 SW Fifth Avenue, Room 600, Portland, OR 97204. Any changes to the position requirements, desired start and end date, description of assignment and critical skills needed must be agreed to by the Contractor and the City in writing as an amendment to the CERR. Each assigned project will have a maximum monetary limit established in writing on the CERR.

Following acceptance of the personnel and notification to begin work, the City's Project Manager/Supervisor will work directly with the temporary worker unless otherwise noted in the written request. Invoices shall be e-mailed to: [wbaps@portlandoregon.gov](mailto:wbaps@portlandoregon.gov). All timesheets, work progress reports will be submitted by the Contractor and their employees to the PWB's designated Project Manager who will submit to the appropriate City staff for processing. Contact information will be provided once the CERR has been approved by all parties. All work reports will be submitted to the City's Project Manager/Supervisor.

Services will be requested as needed, billed as rendered and as approved by PWB. Payment will be made based upon an established hourly billing rate per specified classification and within a total Price Agreement not-to-exceed limit of \$500,000 per year and the total contractual value of the Price Agreement shall not exceed \$2,500,000 for the five (5) years of the Price Agreement.

The Contractor shall work closely with designated City of Portland bureau personnel to accomplish the goals and perform the tasks as listed below:

- a) Provide overall managerial and personnel management services necessary to the performance of the Price Agreement, including the recruitment and selection of sufficient personnel in each of the job categories to maintain a pool of qualified workers that will be made available to the City.
- b) Be responsible for the discipline, hiring, and firing of such personnel.
- c) Perform sufficient proficiency testing and background reference verification to assure the qualifications of the workers to be provided under the Price Agreement:
  1. All personnel proposed by the Contractor must have the basic skills required to work in engineering/construction and related technical support.
  2. Required skills and abilities include but are not limited to: proficiency in written and verbal communication, facility in decision-making, fundamental knowledge of engineering and construction practices and general problem solving.
  3. Submit documentation of reference checks and verification of minimum knowledge and experience of temporary personnel that will be assigned under the Price Agreement.
  4. Supply the City with qualified personnel (temporary personnel) as outlined in this RFP. "Qualified candidates" are those having verifiable Construction Management Inspection and Technical support experience, and having the minimum qualifications and experience indicated in the classification descriptions as outlined in this document.
  5. Assume all legal responsibilities as the employer of temporary workers as provided under the Price Agreement, including, but not limited to:
    - Payment of salaries, wages, fringe benefits, and any other benefits to which the individual may be entitled;
    - Withholding of taxes pursuant to local, state, and federal law;
    - Payment of any taxes that may be due based upon employee or payroll parameters;
    - Provision of Workers' Compensation coverage pursuant to Oregon law;
    - Payment of unemployment taxes and benefits; and,
    - Provision of any health or medical insurance to which the individuals may be entitled.
    - The Contractor shall be available at all times to the PWB Project Manager and the PWB Contract Administration Branch staff during the work hours of their personnel.
    - The Contractor shall be available to their personnel during their work hours.

## 2. REQUIRED WORKFLOW AND REPORTING

Once the Portland Water Bureau determines a need for temporary services, Portland Water Bureau will issue a CERR to the Contractor. The following is the workflow process that will be followed.

- a) The Portland Water Bureau determines there is a need for temporary services.
- b) The Portland Water Bureau will issue a CERR to the Contractor.
- c) The Contractor will provide resumes of qualified candidate temporary personnel for the Portland Water Bureau to review.
- d) The Portland Water Bureau may interview some or all of the proposed candidates. The Portland Water Bureau is not obligated to interview or hire any candidates, and the Portland Water Bureau may elect to reject personnel for any reason before or after an interview.
- e) The Portland Water Bureau and the Contractor will agree on a selected candidate.
- f) The Contractor will complete the Contractor's Section of the CERR form, will confirm the requested start date for the temporary personnel and will return it to the Portland Water Bureau.
- g) Candidate reports to the designated Portland Water Bureau Project Manager/Supervisor office on start date/time directed and will continue to report to that designated person as required.

The Contractor will be required to supply the City with qualified construction management, inspection, and/or support personnel within two (2) weeks of written notice during the term of the Price Agreement. The Contractor will submit documentation of reference checks and verification of minimum knowledge and experience of temporary personnel that will be assigned under the Price Agreement upon request. For any employee required to drive as part of their employment, driving record information will be required prior to an employee being selected. In addition, all temporary employees who may drive a City vehicle will be required to take the City's Smart Driver training.

The Contractor will be required to notify and/or remove unsatisfactory personnel immediately upon notification by the Portland Water Bureau. If a candidate does not perform effectively or fails to meet the minimum qualifications, the Portland Water Bureau will inform the Contractor of the situation and may require the Contractor to provide a qualified replacement. The Contractor must provide qualified replacement temporary employees to the Portland Water Bureau within one (1) week of such written request.

For utilization of this price agreement by bureaus other than the Water Bureau, use the following procedures:

The Price Agreement is managed by the Portland Water Bureau's Contract Administration Branch and is available for usage to other City of Portland bureaus only upon request to the Portland Water Bureau's Contract Administration Branch. If there is availability to utilize the Price Agreement the requesting City bureau and the Portland Water Bureau will enter into a Memorandum of Agreement that must be approved by the Portland Water Bureau Administrator and the requesting City bureau's Administrator/Director. The Portland Water Bureau's Contract Administration Branch will provide an email to the Contractor notifying them that a request will be submitted shortly for services and include the requesting City bureau's contact information

Upon approval and receipt of a signed Memorandum of Agreement, the requesting City bureau may begin negotiations for services with the Contractor. The requesting City bureau and Contractor are required to enter into a Task Order Form. This form is maintained by the Portland Water Bureau's Contract Administration Branch and will be provided to the City bureau requesting services once the Memorandum of Agreement has been signed and approved by both City bureaus.

Once the Contractor and the City's requesting bureau have negotiated, agreed and both parties signed the Task Order the Contractor is responsible for providing a signed electronic copy to the Portland Water Bureau's Contract Administration Branch.

The Contractor and the requesting City bureau are required to negotiate and agree on the applicable invoicing process that is to be used for services completed and provided. Contractor shall comply with the terms of the Task Order and not exceed the authorized amount of the Task Order, unless an amendment revising the Task Order amount has been approved by the appropriate authorities and approved by an amendment to the original Memorandum of Agreement.

### **3. SPECIFIC JOB DESCRIPTIONS AND DUTIES TO BE PERFORMED**

Examples of classifications and specific qualifications are outlined below; other classifications may be included elsewhere in the Price Agreement:

#### **Public Works Inspectors (various)**

The City may request up to ten (10) qualified construction inspectors. Qualified construction inspectors have five years verifiable construction inspection and/or construction supervision experience on underground pipeline, pump station and/or treatment plant projects and the minimum knowledge skills and abilities required to perform the work satisfactorily. In addition, Specialty Inspectors may be required that also have the training, experience, and/or license(s) as negotiated by the City and Contractor to perform specialized inspection duties such as electrical, reinforced concrete or other specialty areas. Qualifications and the Class Specifications for these classes are included and attached as an Exhibit to the RFP.

#### **Engineering Technicians**

Level I possesses strong math, computer and organizational skills. They are detail oriented and able to read and interpret plans and specifications. An associate degree in a technical field, preferably engineering or construction management, and/or 2 yrs. experience working in an engineering/construction environment is desirable. Experience and/or classroom knowledge of green building or green infrastructure approaches and techniques is also preferable. Qualifications and the Class Specifications for this class are included and attached as an Exhibit.

Level II possesses one of the following:

- an associate degree in a technical field, preferably engineering or construction technology
- certification by a nationally recognized agency as an engineering technician
- 5 years experience in an engineering technician position in the field of wastewater or municipal utilities
- combination of formal training and experience as described above
- Experience and/or classroom knowledge of green building or green infrastructure approaches and techniques is also preferable.

Qualifications and the Class Specifications for this class is included and attached as an Exhibit.

Level III is the advanced journey-level class in the Engineering Technician position description series. Temporary personnel may participate in the work of lower-level technical and administrative personnel and perform the more difficult analysis, drafting, plan checking, site review and related technical duties in the assigned unit. Completed work is reviewed in terms of compatibility with requirements, effectiveness and expected results. Engineering Technician III is distinguished by filling more complete project management assignments, and performing the most difficult and responsible technician-level work. Qualifications and the Class Specifications for this class is included and attached as an Exhibit.

All levels in the Engineering Technician class may support design engineering or construction management activities. Engineering Technician qualifications may be modified at the sole discretion of the Portland Water Bureau Project Manager.

#### **4. TRAINING**

The Contractor shall be responsible for supplying all Price Agreement personnel basic training as required for the position, as outlined in the Technical Specifications included to the RFP. The Contractor is responsible for keeping personnel supplied to the Portland Water Bureau, current with their training requirements; specifically safety training certificates, and the Contractor shall supply the Portland Water Bureau documentation of the safety training.

#### **5. SUPPLIES AND EQUIPMENT REQUIRED**

The Contractor temporary personnel working at Portland Water Bureau facilities will be provided with office space and computers, as necessary. If work is being performed on property other than PWB Facilities, the Contractor must provide all temporary personnel with office space and computers necessary to perform the work.

The Contractor must provide all of their temporary personnel or subcontractors working under the Price Agreement with vehicles or must ensure their temporary personnel have their own reliable transportation and valid insurance when completing work under the Price Agreement.

Any vehicles provided by the Contractor will be automobiles, pick-ups or vans in good serviceable condition, with the carrying capacity for the equipment and tools necessary for the work. The Contractor is required to furnish vehicles with auto liability coverage, mileage and fuel for their employees. The Contractor's subcontractors shall provide the same insurance requirements and limits as the Contractor and per the terms of the Agreement unless an exemption is approved by the City and followed with an amendment to the Price Agreement identifying the exemption or waiver. The Contractor must provide standard inspection supplies and safety equipment for automobiles (fire extinguisher, flares, first aid kits, etc.).

The Contractor will be responsible to provide their temporary personnel with cellular phones, and when required digital cameras compatible with standard City systems. The Contractor's cellular phones that are required to be connected and synchronized with the City of Portland Exchange Email and Calendar Services via a data service with a wireless carrier will require the Contractor's completion of a Wireless Synchronization of a Contractor Owned Electronic Device with the City of Portland Exchange Email Service Agreement and are potentially subject to information searches as required for public records, electronic discovery, and human resources investigation requests.

The Contractor is responsible for providing their temporary personnel with protective clothing (safety shoes and/or boots made of leather construction, coverall, reflective vests), hard-hats, safety glasses, hearing protection, hand protection, standard inspection supplies and safety equipment for automobiles (fire extinguisher, flares, first aid kits, etc.). The Contractor shall also provide office personnel with safety equipment necessary for fieldwork. The Contractor's temporary personnel must adhere to the PWB personal protective equipment (PPE) requirements for construction projects. Additional site specific safety requirements may be required and it will be the responsibility of the Contractor's temporary personnel to comply with these specific requirements.

**6. HIRING OF TEMPORARY PERSONNEL:** Contractor shall impose no penalties to the City when a temporary employee is hired by the City after the temporary employee has worked the minimum 500 hours for the City as Contractor's

employee. If the City employs in any capacity any temporary employee before the temporary employee has performed and Customer has paid for, Five Hundred (500) hours of work on an assignment, the City shall pay a conversion fee of twenty percent (20%) of the employee's annualized pay. As used above, the phrase "employs in any capacity" includes, but is not limited to, any of the following: employing the person directly; purchasing the person's services as a temporary, pay rolled, or temporary employee of an organization other than Contractor; obtaining the person's services through any independent contractor, agency, facility staffing, or consulting relationship; or arranging, suggesting, endorsing, facilitating, or acquiescing in the person's employment or recruitment by another organization under common ownership or control with the City. The City shall complete recruitment/hiring process in accordance with City's rules and policies.

#### **7. WORK PERFORMED BY THE CITY OF PORTLAND WATER BUREAU**

The City of Portland Water Bureau has assigned Project Managers/Supervisors who will oversee the work of the temporary personnel and provide support as needed. Bureau staff shall make available sufficient hours of staff personnel as is required to meet with Contractor staff and provide such information as required. Specific duties the City of Portland Water Bureau may provide include:

- Provide temporary office personnel with office space, computers, equipment, and basic office supplies.
- Provide technical and policy support.
- Training for in-house software and processes.
- Provide all Price Agreement personnel with City-issued Identification Cards, allowing limited access to City facilities.
- Provide oversight of staff while working on City projects.
- Monitor all work performed by temporary personnel assigned to a project.
- Provide Price Agreement administration.

#### **8. DELIVERABLES AND SCHEDULE**

Deliverables will be considered those tangible resulting work products which are to be delivered to the Portland Water Bureau such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports.

Deliverables and schedule for this project also includes:

- a) A monthly report, submitted by the 15th of each month, outlining the employees used for the month by project. The report must include the following:
  - 1) Project Name and Number (supplied by the Portland Water Bureau Project Manager)
  - 2) Temporary employees name
  - 3) Temporary employee's classification
  - 4) Total Hours worked (divided out by regular hours and overtime hours per temporary employee and per project number)
  - 5) Total Monthly Charges
- b) A consolidated report, for the period July 1st – June 30th, submitted by August 1st of each year, outlining the temporary employees used for the year by project. The report must include the following:
  - 1) Project Name and Number (supplied by the Portland Water Bureau)
  - 2) Temporary employees name
  - 3) Temporary employee's classification
  - 4) Total Hours worked (divided out by regular hours and overtime hours per temporary employee and per project number)
  - 5) Total Yearly Charges
- c) Copy of any draft and final reports or documentation developed for the Portland Water Bureau in paper and electronic format, deliverable schedule to be negotiated for each report. All deliverables and work products from the resulting Price Agreement will become the property of the Portland Water Bureau. All deliverables and work products created by the Contractor or its assigned temporary workers and subcontractors during the performance of the Price Agreement shall be work-for-hire. The Portland Water Bureau shall own, and have the right to any intellectual property interest in all works, including but not limited to documents, drawings, designs, computer programs, and photographs, produced by any temporary worker or subcontractor provided by the Contractor under the Price Agreement.

#### **9. PLACE OF PERFORMANCE**

Work will be performed at City facilities, a third-party location, or any combination thereof.

#### **10. PUBLIC SAFETY**

The Contractor shall supply temporary workers to work in City facilities or otherwise on City property. It is likely that City facilities will have physical security mechanisms or access control devices (keycards and door locks or similar systems). Public safety may require limiting the Contractor's public access to public work sites, public facilities, and public offices, sometimes with little or no advance notice. The Contractor shall anticipate delays in such places and provide for the cost of delay or frustration of purpose in the costs in its proposal. The Contractor and any of their employees and agents shall carry sufficient identification to show who they are employed and display it upon request to security personnel. City staff has discretion to require the Contractor's employees, subcontractors, and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

## 11. SUSTAINABLE PRACTICES

In addition to those sustainable practices that have been identified in the RFP, the Contractor is encouraged to use products or materials that help to minimize the human health and environmental impacts of operations to their firm and the City. This may include production of documentation associated with the Price Agreement and include the office machines that are being used by you or your subcontractors in support of the Price Agreement with the City and other various products and equipment being provided by the Contractor which may include, but are not limited to, vehicles provided to temporary employees, equipment required by the City to accomplish work requirements, submission of resumes to the City, documents required during the process of requests for staffing, invoicing, and report distribution.

## 12. EQUIPMENT AND SUPPLIES PROVIDED BY THE CITY OF PORTLAND WATER BUREAU

When needed, the Contractor's temporary personnel working for the Portland Water Bureau will be provided with the following: City map, AC Thermometer, Mason Line, 100', Hammer Claw Rip, Hammer 3 lb., Hand Held Stop Sign, Hand Cleaner, Flashlight 3-cell, Torpedo Level, Crayon Lumber Yellow Tape Meas. 50' Cloth/Reel, Manhole Hook, Clipboard, Legal, Shovel #2 (round point), and 2' Carpenter Level. All supplies and equipment must be returned when the Contractor's personnel are finished working on the duties assigned.

**13. TIME IS OF THE ESSENCE:** Contractor shall make every reasonable effort to meet established delivery dates and other deadlines. Circumstances that may delay the delivery of goods and services from established delivery dates and other deadlines, including excusable delays and force majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedule or pricing change due to excusable delays or force majeure events in writing. In the event Contractor does not meet the established delivery dates or other deadlines and Contractor has failed to cure such breach within fifteen (15) days of written notice by the City, the City may obtain the undelivered goods and/or non-performed service from another source, and no recurring charges, one-time charges, or termination charges or other penalties shall be due the Contractor. In addition, the City will be entitled to reasonable compensation as stated under REMEDIES.

## 14. CONSIDERATION

Payments shall be made to the Contractor by the City on a monthly basis for the services ordered and performed, and accepted by the City. Acceptance occurs when the City authorizes payment of the invoice. Unit prices shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the Contractor upon request. Pricing shall be in accordance with Exhibit B.

**15. ESCALATION/DE-ESCALATION CLAUSE:** Pricing established in this Price Agreement may be adjusted up or down after the initial first year. Requests for increases shall be supported by submission of documentation which justifies the Contractor's request such as: prices in effect to all similar classes of customers; documentation of cost increases affecting prices in this Price Agreement, or an available price index or industry index documenting price increases affecting work performed under this Price Agreement. Additionally, all price reductions shall be passed on, in total, as of the effective date. The PWB shall have the option of accepting the price increase or canceling the balance of the Price Agreement. The Contractor shall notify the City of all price increases and decreases as far in advance of the effective date as possible. No upward price adjustment of any sort shall be allowed during the first year of the Price Agreement period. All decreases shall be passed on to the PWB as of the effective date, not at the end of the first year. All adjustments to pricing shall be finalized by both parties executing an amendment to this Price Agreement.

# APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules. ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

- Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.
- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury,

to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).
- Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008



**EXHIBIT B**  
**PROPOSER'S RATES FOR REQUIRED CLASSIFICATIONS**

<b>CLASSIFICATION TITLE</b>	<b>REQUIRED QUALIFICATIONS</b>	<b>REGULAR HOURLY RATE CHARGED TO CITY</b>	<b>OVERTIME HOURLY RATE CHARGED TO CITY</b>
<b>Engineering Technician I</b>	The Engineering Technicians will support construction management activities based upon skills and backgrounds. The Contractor's Technicians must have computer skills on PC-based systems with additional skills in networked systems desired. In addition, the Technicians must meet a combination of 2 years education and/ or experience equivalent in engineering or a related field. The Engineering Technician I must have the following training: (1) proficient in using software – Microsoft Word, Excel, PowerPoint, Access and Adobe Professional; (2) experience in documentation control and contract administration preferred; (3) Construction Site Safety. In addition, this position must meet Specific training and the other technical requirements as identified in Exhibit C detailing the Technical Specifications.	<b>\$ 54.75</b>	<b>\$ 65.70</b>
<b>Engineering Technician II</b>	The Engineering Technicians will support construction management activities based upon skills and backgrounds. The Contractor's Technicians must have computer skills on PC-based systems with additional skills in networked systems desired. In addition, the Technicians must meet a combination of 2 years education and/ or experience equivalent in engineering or a related field. The Engineering Technician II must have the following training: (1) proficient in using software – Microsoft Word, Excel, PowerPoint, Access and Adobe Professional; (2) experience in documentation control and contract administration preferred; ; (3) Construction Site Safety. In addition, this position must meet Specific training and the other technical requirements as identified in Exhibit C detailing the Technical Specifications.	<b>\$ 64.75</b>	<b>\$ 77.70</b>
<b>Engineering Technician III</b>	The Engineering Technicians will support construction management activities based upon skills and backgrounds. The Contractor's Technicians must have computer skills on PC-based systems with additional skills in networked systems desired. In addition, the successful Proposer's Technicians must meet a combination of 2 years education and/ or experience equivalent in engineering or a related field. The Engineering Technician III must have the following training: (1) proficient in using software – Microsoft Word, Excel, PowerPoint, Access and Adobe Professional; (2) experience in documentation control and contract administration preferred; (3) Construction Site Safety. In addition, this position must meet Specific training and the other technical requirements identified in Exhibit C detailing the Technical Specifications.	<b>\$ 74.75</b>	<b>\$ 89.70</b>
<b>Public Works Inspector I</b>	Qualified Public Works Inspector I must have three years verifiable construction inspection and/or construction supervision experience preferably in public water systems, including underground pipeline, pump stations and/or storage reservoir projects and the minimum knowledge, skills and abilities required to perform the work satisfactorily. In addition, the Public Works Inspector I may be required to also have the training, experience, and/or license(s) as negotiated by the City and the Contractor to perform specialized inspection duties such as electrical, reinforced concrete or other specialty areas. It is desirable that the Public Works Inspector I has current 40-hour Hazmat training. The Public Works Inspector I shall have the following training prior to working for the Portland Water Bureau: (1) Work Zone Traffic Control; (2) 10-hour OSHA Compliance for Construction Safety (within the past 3 years); (3) Excavation/Trench Hazard Recognition and Evaluation (within the past 3 years); (4) First Aid/CPR (current certification required); (5) Confined Space Entry Hazard Recognition and Evaluation (within the past 3 years); (6) Writing/Communication/Interaction. In addition, this position must meet the detailed requirements per Exhibit C, Technical Specifications.	<b>\$ 68.75</b>	<b>\$ 82.50</b>

CLASSIFICATION TITLE	REQUIRED QUALIFICATIONS	REGULAR HOURLY RATE CHARGED TO CITY	OVERTIME HOURLY RATE CHARGED TO CITY
<b>Public Works Inspector II</b>	<p>Qualified Public Works Inspector II must have three years verifiable construction inspection and/or construction supervision experience preferably in public water systems, including underground pipeline, pump stations and/or storage reservoir projects and the minimum knowledge, skills and abilities required to perform the work satisfactorily. In addition, the Public Works Inspector II may be required to also have the training, experience, and/or license(s) as negotiated by the City and the Contractor to perform specialized inspection duties such as electrical, reinforced concrete or other specialty areas. It is desirable that the Public Works Inspector II has current 40-hour Hazmat training. The Public Works Inspector II shall have the following training prior to working for the Portland Water Bureau: (1) Work Zone Traffic Control; (2) 10-hour OSHA Compliance for Construction Safety (within the past 3 years); (3) Excavation/Trench Hazard Recognition and Evaluation (within the past 3 years); (4) First Aid/CPR (current certification required); (5) Confined Space Entry Hazard Recognition and Evaluation (within the past 3 years); (6) Writing/Communication/Interaction. In addition, this position must meet the requirements identified in Exhibit C detailing the Technical Specifications.</p>	<b>\$ 78.75</b>	<b>\$ 94.50</b>
<b>Public Works Inspector – Electrical Specialty</b>	<p>Qualified Public Works Inspectors – Electrical Specialty must have three years verifiable construction inspection and/or construction supervision experience preferably in public water systems, including underground pipeline, pump stations and/or storage reservoir projects and the minimum knowledge, skills and abilities required to perform the work satisfactorily. In addition, Public Works Inspectors – Electrical Specialty may be required to also have the training, experience, and/or license(s) as negotiated by the City and the Contractor to perform specialized inspection duties such as electrical, reinforced concrete or other specialty areas. It is desirable that the Public Works Inspectors have current 40-hour Hazmat training. The Public Works Inspectors shall have the following training prior to working for the Portland Water Bureau: (1) Work Zone Traffic Control; (2) 10-hour OSHA Compliance for Construction Safety (within the past 3 years); (3) Excavation/Trench Hazard Recognition and Evaluation (within the past 3 years); (4) First Aid/CPR (current certification required); (5) Confined Space Entry Hazard Recognition and Evaluation (within the past 3 years); (6) Writing/Communication/Interaction. In addition, this position must meet the requirements identified in Exhibit C detailing the Technical Specifications.</p>	<b>\$ 104.75</b>	<b>\$ 125.70</b>

## **EXHIBIT C TECHNICAL SPECIFICATIONS**

### **ENGINEERING TECHNICIAN I**

#### **GENERAL PURPOSE**

Under general supervision, performs supportive and technical assignments of standard to moderate difficulty applying scientific and technical knowledge in the areas of engineering, construction and permit processing, including explaining policies and procedures to the public to achieve understanding, cooperation and compliance with codes; performs drafting, computer operation, technical writing, research, map reading, plan review and field inspections; and performs related duties as assigned.

#### **DISTINGUISHING CHARACTERISTICS**

Engineering Technician I is the entry-level position in the Engineering Technician series. Temporary personnel perform standard to moderately difficult supportive and technical tasks in engineering, construction and permit processing as assigned. Completed work is reviewed for accuracy and compliance with instructions.

Engineering Technician I is distinguished from Engineering Technician II in that the later personnel perform more complex and difficult engineering, construction and permit processing support assignments requiring a more thorough understanding of scientific and technical knowledge. Engineering Technicians I perform more standard to moderately difficult tasks and are more process oriented, typically performing well-defined duties, are assigned discrete portions of a larger project, and exercise basic problem-solving skills.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Any one position in this class may not perform all the duties listed below, nor do the listed examples of duties include all similar and related duties that may be assigned to this class.

1. Explains City codes, policies and procedures to the public, contractors, engineers, architects and other public or utility organization employees to improve their understanding of City programs and to ensure adherence to procedures in routine technical matters.
2. Indexes, files, updates, researches and compiles data from various sources.
3. Collects, summarizes and stores programmatic data to improve program effectiveness using computers, source documents, and other records according to established procedures.
4. Through onsite visits, collects field data, verifies conditions, takes measurements, and notes developing problems, carries out duties related to specific assignments and reports results to PWB Supervisor for evaluation.
5. Provides administrative, logistical and technical support to project and construction management staff by organizing and coordinating records, files and databases; gathers, records and evaluates data; assists with meetings, document preparation and enforcement of standards or specifications.
6. Composes correspondence.
7. Utilizes calculators and computers to perform calculations or enter and extract information to assist engineers in developing plans and specifications for various public works projects.
8. Draws plans, maps and charts and assists in writing specifications for contracts and materials.
9. Prepares reports, including graphics, to describe project or program goals or activities using manual or computer tools.
10. Processes applications for permits, inspections or services and issues work orders and permits.

#### **OTHER DUTIES**

1. Lifts, carries, installs and makes simple adjustments to data collection devices.

## **MINIMUM QUALIFICATIONS**

### **Knowledge of:**

1. Basic engineering and/or architectural terminology, practices and procedures.
2. Basic arithmetic, algebra, geometry, trigonometry and statistics related to engineering work.
3. Standard office practices and procedures for maintaining and setting up both manual and electronic files; basic methods and procedures for archiving and retrieving map and drawing information; and data gathering and research techniques.
4. Acceptable construction practices.
5. City geography and street locations.

### **Ability to:**

1. Understand and follow written and oral instructions; work under general supervision; work simultaneously on multiple tasks.
2. Perform detailed work thoroughly, neatly, accurately and efficiently.
3. Perform basic engineering and mathematical computations; utilize specialized drafting, engineering, surveying or electronic tools, materials and equipment.
4. Establish and maintain effective working relationships with PWB management and staff, contractors and others encountered in the course of work.
5. Learn and interpret codes, rules, regulations, and policies and apply these to a variety of customer requests.
6. Interpret and explain both orally and in writing technical information to the public, specifically City Codes, policies, procedures and regulations.
7. Search and obtain information from such documents as engineering or architectural drawings, regulations, reports, application forms, manuals, property records, plans, specifications and various kinds of maps, graphs and construction plans; gather, record and analyze data to prepare technical reports, documents and recommendations.
8. Learn and operate a variety of computer software programs to record and analyze data, maintain technical files, and prepare maps, plans, records, graphics, documents and reports.
9. Use safety precautions when driving or working at field sites.
10. Draft line drawings, update maps, plot graphs and prepare display materials.
11. Provide direction to support staff.

### **Training and Experience:**

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from high school, trade school or vocational school, or G.E.D. equivalent, supplemented by courses in engineering technology; or an equivalent combination of training and experience. Experience in a public agency is preferred.

### **Licenses; Certificates; Special Requirements:**

A valid state driver's license may be required for certain assignments.

### **PHYSICAL AND MENTAL DEMANDS**

Persons with disabilities may be able to perform the essential duties of this class with reasonable accommodation. Reasonable accommodation shall be evaluated on an individual basis and depend, in part, on the specific

requirements for the job, the limitations related to disability and the ability of the hiring bureau to accommodate the limitation.

## **ENGINEERING TECHNICIAN II**

### **GENERAL PURPOSE**

Under general supervision, performs specialized support and technical assignments of moderate to advanced difficulty applying scientific and technical knowledge in the areas of engineering, construction and permit processing, including explaining policies and procedures to the public to achieve understanding, cooperation and compliance with codes; performs drafting, computer operation, technical writing, research, map reading, plan review and field inspections; and performs related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS**

Engineering Technicians II are responsible for performing moderate to difficult engineering, construction or permit processing tasks using independent judgment and specialized technical and scientific knowledge. The temporary personnel produce a variety of technical materials, correspondence, documents, plans, drawings, specifications, cost estimates and project schedules and ensure quality control and compliance with applicable regulations, standards and policies of a variety of public works projects and processes.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Any one position in this class may not perform all the duties listed below, nor do the listed examples of duties include all similar and related duties that may be assigned to this class.

1. As a project leader, reviews work products; prepares cost estimates, monitors and maintains records on the financial status and progress of work to ensure projects are completed on schedule and meet local, state or federal standards.
2. Performs analysis, evaluation and system design work; adapts quantitative models to computer programs; organizes data for purpose of computer modeling.
3. Collects, analyzes, summarizes and maintains integrity of programmatic data to improve program effectiveness using computers, source documents, and other records according to established procedures.
4. Processes applications for permits, inspections or services; issues permits.
5. Performs specialized data gathering and research; analyzes data and makes recommendations.
6. Through independent, onsite visits, collects field data, verifies conditions, takes measurements, notes potential or developing problems, makes recommendations and carries out other duties related to the field visit.
7. Provides administrative, logistical and technical support to project and construction management staff by assisting in the bidding process, reviewing specifications and submittals, managing records, files and databases, reviewing and preparing project documentation, gathering, recording and evaluating data, preparing reports and work orders, enforcing standards and specifications; verifying accuracy of and issuing payments, writing change orders, and preparing for and conducting meetings.
8. Composes correspondence and drafts ordinances.
9. Drafts and maintains detailed infrastructure maps using manual or computer-aided methods.
10. Prepares reports and presentations, including graphics, maps, and technical drawings to describe project or program goals and activities using manual or computer tools.
11. Reviews a variety of plans and applications, e.g., building, water service, street improvement plans, land use for conformance to regulations and standards to ensure public safety using knowledge of codes, master plans, and accepted practices; coordinates plan review process with other bureaus; prepares comments and conditions of approval.

### **OTHER DUTIES**

1. Assists in the development of the CIP by maintaining database, reviewing Project Request Forms for completeness and accuracy, documenting project review meetings; processing project actions forms; performing cost estimate calculations, overseeing the trending process; and inputting data into the project-scheduling program.
2. Coordinates, schedules and attends community and neighborhood meetings related to program.
3. Makes minor repairs or adjustments on field recording devices; collects samples.

## **MINIMUM QUALIFICATIONS**

### **Knowledge of:**

1. Engineering and/or architectural terminology, practices, procedures and basic principles.
2. Mathematics, algebra, geometry, trigonometry and statistics related to engineering work.
3. Federal and state laws and regulations relating to program area; working knowledge of municipal regulating codes pertaining to assigned projects or programs.
4. Standard office practices and procedures including manual and electronic file development and maintenance; specialized data gathering and research techniques; methods and procedures for archiving and retrieving technical documents, maps and drawings.
5. Principles, standards and practices of engineering, constructions and maintenance project management; contract management including specification writing, cost estimating techniques, project tracking and required documentation.
6. City operating policies and departmental work procedures and quality standards.
7. Computer use, applications, languages and programming techniques pertaining to the work.

### **Ability to:**

1. Assist PWB Project Manager to manage various standard public works, engineering-oriented construction and maintenance projects.
2. Conduct field investigations and inspections; collect field data and samples and analyze and make recommendations regarding data and sampling results.
3. Operate a computer and use a variety of programs; maintain technical files both electronic and manual; utilize specialized engineering, drafting, measuring, surveying, or electronic tools, materials and equipment.
4. Use safety precautions when working at field sites.
5. Read and interpret various kinds of maps, architectural and engineering drawings, construction plans, and blueprints and other technical materials and documents, such as specifications, engineering manuals, surveying tables, computer manuals, trade journals, equipment instruction manuals, engineering code provisions, state and federal guidelines; learn and apply local, state or federal codes and regulations.
6. Clearly present technical information in oral, written, graphic or other forms; speak in front of groups; cope with dissent and conflict.
7. Perform detailed work thoroughly, neatly, accurately and efficiently.
8. Establish and maintain effective working relationships with PWB management and staff, contractors and others encountered in the course of work.

9. Interact effectively, to problem solve and partner with citizens, community groups and/or contractors and to negotiate agreements with contractors and the public.

**Training and Experience:**

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from high school, trade school or vocational school, or G.E.D. equivalent, supplemented by courses in engineering technology; and two years of progressively responsible engineering technician experience; or an equivalent combination of training and experience. Experience in a public agency is preferred.

**Licenses; Certificates; Special Requirements:**

A valid state driver's license may be required for certain assignments.

**PHYSICAL AND MENTAL DEMANDS**

Persons with disabilities may be able to perform the essential duties of this class with reasonable accommodation. Reasonable accommodation shall be evaluated on an individual basis and depend, in part, on the specific requirements for the job, the limitations related to disability and the ability of the hiring bureau to accommodate the limitation.

**ENGINEERING TECHNICIAN III****GENERAL PURPOSE**

Under direction, performs advanced technical engineering support or engineering-related assignments, applying scientific and technical knowledge across a spectrum of engineering design, construction, and permit processing functions; performs advanced drafting, computer operation, technical writing, research, map reading, plan review and field inspections; and performs related duties as assigned.

**DISTINGUISHING CHARACTERISTICS**

Engineering Technician III is the advanced journey-level class in the Engineering Technician position description series. Temporary personnel may participate in the work of lower-level technical and administrative personnel and perform the more difficult analysis, drafting, plan checking, site review and related technical duties in the assigned unit. Completed work is reviewed in terms of compatibility with requirements, effectiveness and expected results.

Engineering Technician III is distinguished by filling more complete project management assignments, and performing the most difficult and responsible technician-level work.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

Any one position in this class may not perform all the duties listed below, nor do the listed examples of duties include all similar and related duties that may be assigned to this class.

1. As a project manager, prepares cost estimates, monitors and maintains records on the financial status and progress of work to ensure projects are completed on schedule and meet local, state or federal standards.
2. Confers with representatives from engineering firms, developers, property owners, utilities, other governmental agencies and contractors on technical matters to verify data, coordinate various stages of work.
3. Reviews and evaluates studies, designs, reports and records generated by other divisions/bureaus and outside entities; analyzes data and makes recommendations; performs advanced analysis, evaluation and system design work; adapts quantitative models to computer programs; organizes complex data for purpose of computer modeling; collects, analyzes, summarizes and stores programmatic data to improve program effectiveness using computers, source documents and other records.
4. Oversees the processing of applications for permits, inspections or services; oversees permit issuance.
5. Through independent, onsite visits, collects field data, verifies conditions, takes measurements, notes potential or developing problems, makes recommendations and carries out other duties related to the field visit.

6. Provides administrative, logistical and technical project oversight by assisting in the bidding process, reviewing specifications and submittals, managing records, files and databases, reviewing and preparing project documentation, gathering, recording and evaluating data, preparing reports and work orders, enforcing standards and specifications; verifying accuracy of and issuing payments, making recommendations on change orders, and preparing for and conducting meetings.
7. Composes correspondence and drafts ordinances; prepares reports and presentations, including graphics, maps and technical drawings, to describe project or program goals and activities using manual or computer tools.
8. Reviews a variety of plans and applications (e.g., building, water service, street improvement plans, land use for conformance to regulations and standards to ensure public safety using knowledge of codes, master plans and accepted practices); coordinates plan review process with other bureaus; prepares comments and conditions of approval.

## **MINIMUM QUALIFICATIONS**

### **Knowledge of:**

1. Engineering and/or architectural terminology, practices, procedures and basic principles; technical standards involved in design and construction engineering and specification development.
2. Mathematics, algebra, geometry, trigonometry and statistics related to engineering work.
3. Federal and state laws and regulations relating to program area; working knowledge of municipal regulating codes pertaining to assigned projects or programs.
4. Standard office practices and procedures including manual and electronic file development and maintenance; specialized data gathering and research techniques; methods and procedures for archiving and retrieving technical documents, maps and drawings.
5. Principles, standards and practices of engineering, constructions and maintenance project management; contract management including specification writing, cost estimating techniques, project tracking and required documentation.
6. Computer use, applications, languages and programming techniques pertaining to the work.

### **Ability to:**

1. Assist the PWB Project Manager in managing various standard public works, engineering-oriented construction and maintenance projects.
2. Conduct field investigations and inspections.
3. Provide knowledgeable, technical guidance and advice to PWB staff, other government agencies, private businesses and citizens.
4. Operate a computer and use a variety of programs; maintain technical files both electronic and manual; utilize specialized engineering, drafting, measuring, surveying, or electronic tools, materials and equipment.
5. Use safety precautions when working at field sites.
6. Read and interpret various kinds of maps, architectural and engineering drawings, construction plans, blueprints and other technical materials and documents, such as specifications, engineering manuals, surveying tables, computer manuals, trade journals, equipment instruction manuals, engineering code provisions, state and federal guidelines; learn and apply local, state or federal codes and regulations.
7. Clearly present technical information in oral, written, graphic or other forms; speak in front of groups; cope with dissent and conflict.
8. Perform complex work thoroughly, accurately and efficiently.



9. Establish and maintain effective working relationships with PWB management and staff, contractors and others encountered in the course of work.
10. Interact effectively to problem solve and partner with citizens, community groups and contractors and to negotiate agreements with contractors and the public.

**Training and Experience:**

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from high school, trade school or vocational school, or G.E.D. equivalent and supplemented by courses in engineering technology; and four years of progressively responsible engineering technician experience; or an equivalent combination of training and experience. Experience in a public agency is preferred.

**Licenses; Certificates; Special Requirements:**

A valid state driver's license may be required for certain assignments.

**PHYSICAL AND MENTAL DEMANDS**

Persons with disabilities may be able to perform the essential duties of this class with reasonable accommodation. Reasonable accommodation shall be evaluated on an individual basis and depends, in part, on the specific requirements for the job, the limitations related to disability and the ability of the hiring bureau to accommodate the limitation.

**PUBLIC WORKS INSPECTOR I**

**Distinguishing Characteristics**

The Public Works Inspector I is a fully qualified journey inspector conducting independent field inspections. It is distinguished from other classes of inspectors by the focus on public works projects.

**Typical Duties/Examples of Work**

1. Reviews engineering plans, specifications and contract documents related to a wide variety of civil construction projects; comments and makes recommendations and reports during pre-construction period; informs contractors of requirements.
2. Inspects and prepares daily reports on public works projects, such as pipeline, structure and street construction, for quality of work and material, for proper line, grade, slope, placement, and for adherence to stipulations and specifications, including ensuring contractor, personnel and public safety.
3. Inspects and prepares daily reports on methods of construction utilized by contractors. Investigates complaints relative to projects; checks for proper dimensions, quantities, and proper use of materials. Interprets plan requirements such as survey stakes and controls for projects; verifies accuracy and consistency with plans and drawings. Discusses, explains, interprets and relays changes to contractor during construction.
4. Inspects and prepares daily reports on the construction of curbs, sidewalks and street and other pavements for proper grade and slope. Checks forms for proper alignments and surfacing; checks crown before and after surfacing material has been laid down; inspects gravel, asphalt and other concrete mixes, and joint material going into pavement for quality.
5. Inspects and prepares daily reports on the manufacture and construction of pipeline, interpreting specification requirements for contractors; inspects line and grade for pipeline placement of thrust anchors and concrete footings; inspects back-fill and cleanup; inspects structural steel work including welding, sandblasting, and application of protective coatings.
6. Inspects and prepares daily reports on the construction of pumping stations, including installation of equipment; checks amounts and types of materials and installations used; makes progress reports and recommendations to supervisor for modifications or alterations; inspects underground utility installations for conformity to plans.
7. Provides final walk-through and measurement of work performed; ensures correctness and creates payment documents; arranges for and monitors testing of materials.

8. Performs related duties as assigned.

#### **Required Knowledge, Skills and Abilities**

Knowledge of: administration of construction public works contracts; construction processes methods, processes, materials and their use, characteristics, preparation and/or installation; and construction specifications and standards. Knowledge of: Characteristics and capabilities of construction equipment; construction surveying practices and requirements; safety practices to be followed during construction; quality standards and test methods for construction materials. Knowledge of: Computer software such as Primavera Contract Management (PCM) or other types of electronic documentation programs.

Ability to: interact effectively, to problem solve and partner with citizens, community groups and/or contractors; establish and maintain effective working relationships with a diversity of others.

Skill in: reading and interpreting survey notes and performing survey-related computations. Reading and interpreting construction plans, specifications, codes, laws and contracts; math calculations associated with the computation or estimation of construction progress, dimensions, quantities and costs. Maintaining construction records; documenting daily construction activities and writing related reports; drafting; tools used in construction inspection. Establishing and maintaining effective working relationships with construction personnel, equipment operators, supervisors and crews, contractors

#### **Special Requirements**

Valid state driver's license

### **PUBLIC WORKS INSPECTOR II**

#### **Distinguishing Characteristics**

The Public Works Inspector II is distinguished by training and assignments to other inspectors or is regularly assigned to inspect public works projects that have a higher level of complexity. Typically these projects have tight schedules, involve extensive coordination among many stakeholders, and have high visibility and an increased level of community involvement.

#### **Typical Duties/Examples of Work**

1. Attends project preparation, design reviews and pre-construction conferences; reviews plans and specifications; inspects project site to determine features, and anticipated construction problems; recommends design changes, and reviews cost estimates.
2. Works closely with property owners, contractors, and utility representatives to coordinate project, secure necessary clearances, and assists construction manager in resolution of impending issues and problems; attends job-site meetings.
3. Observes and checks for contractor compliance with construction safety measures; provides guidance to office and field staff to ensure contractor correction of unsafe conditions.
4. Directs final inspection work on major construction projects which involve the efforts of several or more inspectors or involve greater complexity, coordination, schedule sensitivity, and/or a high level of publicity and community involvement.
5. Assists in providing training and technical assistance to new and less experienced inspection personnel.
6. Provides input into making assignments and provides lead direction to inspectors.
7. Performs related duties as assigned.

#### **Required Knowledge, Skills and Abilities**

Knowledge: of safety practices to be followed during various and multiple construction processes, understands and has knowledge of Construction Manager/General Contractor (CM/GC) and Design-Build formats/contracts, understands and has knowledge of Contractor Quality Control (CQC) per the U.S. Army Corp of Engineers.

Ability to: interact effectively, to problem solve and partner with citizens, community groups and/or contractors; establish and maintain effective working relationships with a diversity of others.

Skill in: reviewing and interpreting current construction technology methods, materials, and applicable specifications; maintaining construction records; writing reports, business letters, and specifications; leading and scheduling field personnel; leadership of others.

### **Special Requirements**

Valid state driver's license; Confined Space Certification; OSHA Safety training.

### **Working Conditions**

Work in this class is typically performed in an office and field environment. Incumbent is typically required to negotiate rough terrain; to work outdoors in all weather conditions; to be called back to work during emergencies; to work in and around traffic and confined spaces.

## **PUBLIC WORKS INSPECTOR – ELECTRICAL SPECIALTY**

### **GENERAL PURPOSE**

Positions in this class are responsible for enforcing contract stipulations, regulations, specifications, and codes relating to public works construction projects.

### **DISTINGUISHING CHARACTERISTICS**

The Public Works Inspector – Electrical Specialty is a fully qualified journey inspector conducting independent field inspections. It is distinguished from other classes of inspectors by the focus on public works projects and has electrical code knowledge.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Any one position in this class may not perform all the duties listed below, nor do the listed examples of duties include all similar and related duties that may be assigned to this class.

1. Reviews engineering plans, specifications and contract documents related to a wide variety of civil construction projects; comments and makes recommendations and reports during pre-construction period; informs contractors of requirements.
2. Reviews designs of electrical, instrumentation and control systems.
3. Reviews electrical, instrumentation and control system plans and specifications.
4. Inspects and prepares daily reports on public works projects, such as pipeline, structure and street construction, for quality of work and material, for proper line, grade, slope, placement, and for adherence to stipulations and specifications, including ensuring contractor, personnel and public safety.
5. Inspects and prepares daily reports on methods of construction utilized by contractors. Investigates complaints relative to projects; checks for proper dimensions, quantities, and proper use of materials. Interprets plan requirements such as survey stakes and controls for projects; verifies accuracy and consistency with plans and drawings. Discusses, explains, interprets and relays changes to contractor during construction.
6. Inspects and prepares daily reports on the construction of curbs, sidewalks and street and other pavements for proper grade and slope. Checks forms for proper alignments and surfacing; checks crown before and after surfacing material has been laid down; inspects gravel, asphalt and other concrete mixes, and joint material going into pavement for quality.
7. Inspects and prepares daily reports on the manufacture and construction of pipeline, interpreting specification requirements for contractors; inspects line and grade for pipeline placement of thrust anchors and concrete footings; inspects back-fill and cleanup; inspects structural steel work including welding, sandblasting, and application of protective coatings.
8. Inspects and prepares daily reports on the construction of pumping stations, including installation of equipment; checks amounts and types of materials and installations used; makes progress reports and

recommendations to supervisor for modifications or alterations; inspects underground utility installations for conformity to plans.

9. Inspects existing electrical, control and instrumentation systems and those under construction to ensure compliance with codes and specifications. Installations include electro-mechanical devices and ones linked to a computerized reporting system.
10. Inspects programmable controller programming, simulation, debugging and start-up.
11. Provides final walk-through and measurement of work performed; ensures correctness and creates payment documents; arranges for and monitors testing of materials.
12. Performs related duties as assigned.

#### **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

Knowledge of: administration of construction public works contracts; construction processes methods, processes, materials and their use, characteristics, preparation and/or installation; construction specifications and standards; and understands and has knowledge of Contractor Quality Control (CQC) per the U.S. Army Corp of Engineers

Knowledge of: Characteristics and capabilities of construction equipment; construction surveying practices and requirements; safety practices to be followed during construction; quality standards and test methods for construction materials.

Ability to: interact effectively, to problem solve and partner with citizens, community groups and/or contractors; establish and maintain effective working relationships with a diversity of others.

Skill in: reading and interpreting survey notes and performing survey-related computations. Reading and interpreting construction plans, specifications, codes, laws and contracts; math calculations associated with the computation or estimation of construction progress, dimensions, quantities and costs. Maintaining construction records; documenting daily construction activities and writing related reports; drafting; tools used in construction inspection. Establishing and maintaining effective working relationships with construction personnel, equipment operators, supervisors and crews, contractors

#### **SPECIAL REQUIREMENTS**

Valid state driver's license

#### **DISTINGUISHING CHARACTERISTICS**

Knowledge of instrumentation, control panel design and PLC programming.

Knowledge of electrical codes and standards relating to municipal infrastructures.



**Mayor Charlie Hales**  
 David G. Shaff, Administrator  
 1120 SW 5th Avenue, Room 600  
 Portland, Oregon 97204-1926  
 Information: 503-823-7404  
 www.portlandoregon.gov/water



*An Equal Opportunity Employer*

**EXHIBIT D - Contract Employee Recruitment Request (CERR) & Approval**

**DATE:** \_\_\_\_\_  
**PWB Requestor or Project Manager:** \_\_\_\_\_  
**Work Group:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_  
**Contract No.:** \_\_\_\_\_  
**CERR No.:** \_\_\_\_\_

Position Requested:	
<input type="checkbox"/> Engineer-Civil	<input type="checkbox"/> Engineering Technician I
<input type="checkbox"/> Engineer-Electrical	<input type="checkbox"/> Engineering Technician II
<input type="checkbox"/> Engineer-Geotechnical	<input type="checkbox"/> Engineering Technician III
<input type="checkbox"/> Engineer-Mechanical	<input type="checkbox"/> Public Works Inspector I
<input type="checkbox"/> Engineer-Structural	<input type="checkbox"/> Public Works Inspector II
<input type="checkbox"/> Public Works Inspector – Electrical Specialty	<input type="checkbox"/> Other (Describe) _____

**SAP Cost Object:** \_\_\_\_\_  
**Desired Start Date:** \_\_\_\_\_  
**Estimated Duration of Assignment:** \_\_\_\_\_  
**Critical Skills Needed:** \_\_\_\_\_

**PWB's Approving Authority: Authorizes PWB Project Manger to begin coordination with the PWB Contract Administration Branch (CAB) for position and the selection process of candidates to occur.**

**Supervising Engineer or Principal Engineer:** \_\_\_\_\_  
*Print Name / Signature* Date: \_\_\_\_\_

**PWB's Funding Approval: obtained by Requestor or Project Manager via email or by signature of this CERR Request:**

**PWB Program Manager:** \_\_\_\_\_ **Via Email**  
*Print Name / Signature* Date

<b>Contractor's Section -Complete and return:</b>	
Candidate(s) Selected	_____
Background Check:	_____
Std Hourly Rate: _____	OT Hourly Rate: _____
Start Date: _____	End Date: _____
Total Cost: _____	

*By signing below, Contractor agrees that the Contract Employee Recruitment shall not exceed the total cost indicated above and Contractor temporary employee shall begin as soon as this document is signed by all parties. All terms and conditions of the contract remain the same.*

<b>Contractor Approval:</b>	
Contractor's Name: _____	Phone No.: _____
Signature: _____	Date: _____

**PWB's Final Signature Authority:**

<b>Supervising Engineer or Principal Engineer:</b>	_____	_____	_____
	Print Name	Signature	Date

**FORM INSTRUCTIONS**

**STEP 1:** PWB REQUESTOR OR PROJECT MANAGER (PM) REQUESTS POSITION BY COMPLETING THE APPROPRIATE SECTION OF THE *CONTRACT EMPLOYEE RECRUITMENT REQUEST* (CERR) FORM, OBTAINS SUPERVISING ENGINEER OR ESG PRINCIPAL ENGINEER APPROVAL AND PROGRAM MANAGER APPROVAL ON AVAILABLE FUNDS. PWB REQUESTOR OR PM SUBMITS TO PWB CONTRACT ADMINISTRATION BRANCH (CAB); PWB CAB REVIEWS, RELEASES, AND SUBMITS REQUEST TO CONTRACTOR.

**STEP 2:** CONTRACTOR RECEIVES REQUEST AND IF CONTRACTOR HAS STAFFING AVAILABLE SUBMITS RESUMES VIA EMAIL TO PWB CAB WHO THEN FORWARDS TO PWB PM FOR REVIEW AND DECISION TO ACCEPT. PWB REQUESTOR OR PM THEN NOTIFIES PWB CAB OF DECISION AND IDENTIFIES THE CONTRACTOR'S STAFF PERSON THEY HAVE INTEREST IN; **OR**, ACCEPTS NONE AND REQUESTS ADDITIONAL RESUMES UNTIL REQUEST IS ABLE TO BE MET; **OR** REQUIRES INTERVIEWS AND COORDIANTES AS REQUIRED.

**STEP 3:** PWB CAB RECEIVES CONFIRMATION FROM PWB PM & CONFIRMS VIA EMAIL WITH CONTRACTOR OF DECISION. .

**STEP 4:** IF POSITION IS ACCEPTED, CONTRACTOR COMPLETES CONTRACTOR SECTION OF *CONTRACT EMPLOYEE RECRUITMENT REQUEST* (CERR) FORM, SIGNS AND SENDS ORIGINAL SIGNED COPY TO PWB CAB; CONTRACTOR WILL FOLLOW WITH FAXED SIGNED COPY TO PWB CAB AT 503.823.9407 ASAP. SHOULD AN INTERVIEW BE REQUIRED THE PWB REQUESTOR OR PM WILL COORDINATE WITH THE CONTRACTOR ON LOGISTICS AND IDENTIFY TO THE CAB OF THE SELECTED TEMPORARY STAFF MEMBER ONCE INTERVIEW IS COMPLETED.

**STEP 5:** PWB CAB FORWARDS TO PWB APPROVING AUTHORITY FOR FINAL SIGNATURE OF APPROVAL.

**STEP 6:** PWB APPROVING AUTHORITY SIGNS & RETURNS TO PWB CAB; CAB FORWARDS ONE ORIGINAL SIGNED COPY TO CONTRACTOR, KEEPS ANOTHER ORIGINAL, AND FORWARDS A COPY TO PWB REQUESTOR OR PM FOR FILE. WORK BEGINS.

**Note:** *Only for emergency position requirements the initial request process may deviate but must be followed by the PWB Project Manager's completion of the CERR Form, submission to PWB CAB, and approval of the PM's Supervising Engineer or PWB Principal.*

**Revised March 2014**