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**BERGER/ABAM**  
 ENGINEERS INC.

PLANNING  
 ENGINEERING  
 ENVIRONMENTAL  
 PROGRAM MANAGEMENT

17 October 2008

Richard Bosch  
 Architect, Project Manager  
 Architectural Projects Team  
 Design and Construction Section  
 Portland Parks and Recreation  
 1120 SW 5th Avenue, Suite 1302  
 Portland, OR 97204

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES  
 EXHIBIT A1**

**Statement of the Work  
 and  
 Payment Schedule [see Exhibit A2]**

RE: Proposal to provide professional engineering services for the Circle Avenue pedestrian bridge project

Dear Mr. Bosch:

In response to your request, BERGER/ABAM Engineers Inc. is pleased to submit the following proposal to provide professional engineering services to continue design and permitting efforts for the rehabilitation of the Circle Avenue Bridge over Johnson Creek along the Springwater Corridor Trail. We understand that this work will build upon our recent report that outlined repair and replacement options for this bridge. As part of our existing on-call agreement, preliminary engineering and site surveying efforts have begun. We understand that the final permitting, design efforts, and construction observation services that are included in this proposal will be incorporated into a new Direct Services Contract with the City of Portland.

The Circle Avenue pedestrian bridge spanning Johnson Creek is currently closed due to foundation deficiencies. In April 2008 BERGER/ABAM was retained by Portland Parks and Recreation (PP&R) to assist in evaluating the bridge and bank conditions and to study alternative solutions for the repair or replacement of the bridge. Our report, Repair/Replacement Options Report for Circle Avenue Pedestrian Bridge summarizes the findings of this study. At this time, we understand that PP&R would prefer the Option B structure (partial replacement of structure and removal of bents from active waterway), provided permitting issues do not significantly alter the planned scope of work. The remaining budget in our structural on-call contract is being utilized for preliminary engineering and surveying efforts. This amount is approximately \$16,900 and is excluded from this proposal. The following sections detail the scope, cost estimate and schedule to complete the initial phase of the requested work.

**PROJECT TEAM**

For efficiency, we will utilize the same key personnel responsible for the replacement options study to complete this phase of the work. Key personnel include

- \* Tom Wilcox, PE, Project Executive
- \* Scott McMahon, PE, Project Manager
- \* Hod Wells, PE, QA/QC Reviewer
- \* Ed Strohmaier, Senior Scientist

We trust that you are familiar with the team, however if you would like to review the team qualifications, summary descriptions and resumes may be found in our original proposal dated 04 April 2008, or by request.

This proposal also includes scope and budget for subconsultant geotechnical and cultural resources services to be provided by GRI and Archeological Investigations Northwest, Inc., respectively. Written proposals from each subconsultant are attached to and made part of this proposal, modified as described within this proposal.

## SCOPE OF SERVICES/WORK PLAN

### Task 1 – Project Management, Contract Administration and QA/QC

The project manager will monitor, control, and coordinate project scheduling, cost, design, and quality assurance. The project manager will be a first point of contact for PP&R and will facilitate communication between PP&R and the project team. We have assumed a total of a two month task duration for our fee estimate

- .01 Administration - the project manager will proactively monitor the work plan, budget, schedule and subconsultants, and will redirect resources as necessary. The project manager will also facilitate the lines of communication between team members and PP&R. **This subtask has been included in our existing on-call agreement.**
- .02 Progress/Coordination Meetings - we anticipate one project coordination meeting attended by the project manager and PP&R. This meeting will occur prior to the next streamlining meeting with the agencies. We have assumed that meeting minutes will be prepared by PP&R. **This subtask has been included in our existing on-call agreement.**
- .03 QA/QC – BERGER/ABAM's standard QA/QC policies will be followed for the duration of this project. Key QA/QC elements include coordination between disciplines, a thorough review of documents, independent checks by a reviewer who is not involved in the design of the project, provisions for addressing comments from PP&R, and verification that corrective action has been taken.

### Task 2 – Preliminary Engineering/Technical Investigations

- .01 Concept/Preliminary Design - The bridge concept will be advanced to a preliminary design stage, with major structural members and framing concept identified. Material types and member sizes will be determined. **This subtask has been included in our existing on-call agreement.**
- .02 Site Survey – Bluedot Group, a surveying subconsultant, will provide survey services that include establishing control, topographic survey, and boundary mapping. The basemap provided will be used for permit drawings and bid document development in the future, final design phase. The survey task assumes that clearing of vegetation as required for survey is permitted by the City of Portland and that the City will notify all adjacent property owners to obtain access to private property and permission to clear vegetation as needed to survey.

Control – Bluedot will establish a minimum of two permanent control monuments (5/8" rebar with plastic caps) on site. The project control will reference to the horizontal datum of NAD 83 Oregon State Plane Coordinates – North Zone and to the City of Portland Vertical Datum based on Benchmark 358 at the northerly end of the bridge.

Topographic Mapping – Bluedot will survey the existing bridge plus 100 feet on each end and 200 feet upstream and downstream of the bridge including channel cross sections, existing foundation elements, delineated wetlands and OHWM in the project area, trees with diameter greater than 6-inches, limits of dense brush, location of downstream Circle Ave. bridge, edges of pavement, visible utilities and underground utility location paint markings provided by "One-Call" utility locates.

Boundary – Bluedot will research existing survey records, map boundary elements, and resolve boundary of the old railroad right-of-way and Circle Ave. within the project limits.

**This subtask has been included in our existing on-call agreement.**

- .03 Wetland/OHWM Delineation – An in-house specialist will delineate the wetlands and OHWM in the areas immediately adjacent to the bridge location, within 100 feet upstream and downstream of the bridge. **This subtask has been included in our existing on-call agreement.**
- .04 Geotechnical Investigation – Our subconsultant, GRI, will provide geotechnical engineering services during the design phase of this project. Their work will include subsurface explorations, laboratory testing, engineering analyses, and preparation of a report.

Their scope of work is attached to the proposal with the following modifications: 1) Permitting Review Comments is removed from their scope, 2) Drilling will be limited to two days and a minimum of one boring. The second boring may not be drilled to full-depth, depending on actual time expended in the field.

**Deliverables – Geotechnical Report**

- .05 Streamlining Meeting - We will attend one additional Streamlining Committee meeting to discuss our approach to the project and address specific comments received at the initial Streamlining meeting. **This subtask has been included in our existing on-call agreement.**
- .06 Site Meeting with Agencies — A meeting with appropriate local, state, and federal agencies will be scheduled at the project site to discuss design alternatives and anticipated impacts and benefits of the project. **This subtask has been included in our existing on-call agreement.**
- .07 Pleasant Valley Neighborhood Association Meeting - We will attend one neighborhood association meeting to present the project and answer questions from the public. **This subtask has been included in our existing on-call agreement.**

**Task 3 – Environmental Studies and Permitting**

PP&R has indicated that the preferred approach for this project is Option B, partial reconstruction of the bridge and removal of the bents from within the active waterway. On 19 August 2008, the project team attended a Streamlining Committee meeting that included representatives from several local, state, and federal agencies. The attendees were given preliminary planning documents for the bridge and discussed various items to consider for the final design and permitting of the bridge.

The project team will complete environmental studies needed to complete the permit applications. Based on the preferred concept layout (Option B), we anticipate the following studies and work would be required.

- ☒ Wetland/OHWM Delineation Report
- ☒ Mitigation Plan
- ☒ Section 106/Cultural Resources Study
- ☒ Hydraulic Analysis Memo
- ☒ Corps of Engineers/DSL Joint Permit Application
- ☒ ESA Compliance — SLOPES IV Report
- ☒ City of Portland Type I Environmental Review

Our proposed subconsultants for the hydraulic analysis memo and Cultural Resources Study are Inter-Fluve and AINW, respectively.

- .01 Hydraulic Analysis Memorandum — Inter-Fluve will prepare a one page summary memorandum outlining prior studies performed at this site and noting that these studies have indicated no net rise as a result of the proposed bridge repairs. This subtask assumes that no additional hydraulic modeling will be performed, nor required by the City of Portland.

**Deliverables – Hydraulic Analysis Memorandum**

- .02 Wetland/OHWM Delineation Report — A report will be prepared in accordance with applicable regulations

**Deliverables – Delineation Report for submittal to the Corps and DSL.**

- .03 Mitigation Plan - If required, a compensatory mitigation plan will be prepared for the site for agency review. This proposal assumes any mitigation to be done will be completed at the project site.
- .04 Section 106/Cultural Resources - AINW will conduct an archeological survey and historical assessment of the Circle Avenue Bridge and adjacent rock walls in accordance with the attached scope of work. This subtask assumes that no archeological resources will be found, that no shovel testing will be done, and that no artifacts will be collected. The historic bridge and rock walls will be documented. Additional work required by agencies if archeological resources are found are excluded.

**Deliverables – Final Report**

- .05 Joint Permit Application (Corps of Engineers/DSL) — Permit applications will be prepared and submitted to PP&R for additional data input and submittal to the proper agencies.
- .06 ESA Compliance — SLOPES IV — Documentation required for permit applications will be provided. We are assuming all proposed work will fit within the SLOPES IV guidelines. Preparation of a formal biological assessment is excluded from this proposal.
- .07 City of Portland Type 1 Environmental Review - Documentation for the City of Portland Type 1 Environmental Review will be prepared and submitted to PP&R.

Completion of City of Portland permit applications and all supporting documentation not specifically outlined above is excluded from this proposal. It is assumed that PP&R will prepare these items.

#### **Task 4 - Construction Documents — Intermediate Documents**

For the intermediate submittal, drawings will be advanced to a level appropriate for review. The drawings will include all of the components of the complete project, however limited detailing will be provided at this level of design. BERGER/ABAM will prepare an outline of the technical specifications and special provisions. We will submit a draft version of the construction drawings and specification outline to PP&R for review and will incorporate PP&R's comments into the final contract documents. This proposal assumes the level of effort will include preparation of up to twelve drawings.

#### **Task 5: Construction Documents — Final**

The construction documents will be finalized, including incorporation of PP&R comments on the intermediate documents and addition of appropriate detailing; at this stage the documents will be suitable for competitive bidding and construction.

#### **Task 6: Bid Process**

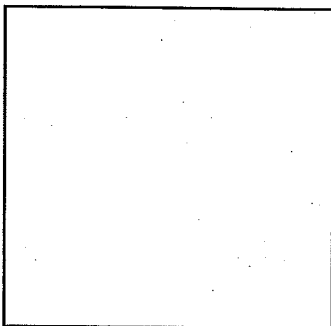
BERGER/ABAM will assist PP&R in the bidding process. We will prepare bidding documents, attend one pre-bid meeting, prepare addenda, and make a recommendation of award. This proposal assumes that PP&R will provide the upfront specification documents and that BERGER/ABAM will only prepare technical specifications in support of the proposed work. We also assume that PP&R will prepare the Invitation to Bid and will conduct the bidding process.

#### **Task 7: Construction Observation**

BERGER/ABAM will participate in observing construction, in support of PP&R and assist throughout the construction period. We will attend the preconstruction conference, provide consultation in response to Requests for Information, conduct site visits, and prepare record drawings. This proposal assumes a total of three half-day site visits. Special inspections required by building code are typically performed by testing and inspection firms hired directly by the project owner. As such, costs for special inspections are excluded from this proposal.

#### **FEE ESTIMATE**

We propose to perform the work outlined above in accordance with the stated schedule on a time-and-materials basis, not to exceed \$123,832 including subconsultant fees, without written authorization. An estimate for future work has been provided separately per PP&R's request, but is not included in this proposal.





9725 SW Beaverton-Hillsdale Hwy, Suite 140  
Beaverton, OR 97005-1364  
p| 503-641-3478 f| 503-644-8034

August 27, 2008

4852 SCOPE AND BUDGET CIRCLE AVE PED BRIDGE FINAL DESIGN

Berger/ABAM Engineers, Inc.  
700 NE Multnomah, Suite 900  
Portland, OR 97232

Attention: Scott McMahon, PE

**SUBJECT: Scope of Work and Budget for Final Design  
Circle Avenue Pedestrian Bridge  
Portland Parks and Recreation  
Portland, Oregon**

GRI is pleased to submit this scope of work and budget to conduct a geotechnical investigation for improvements to the Circle Avenue pedestrian bridge in Portland, Oregon. The investigation will consist of subsurface explorations, laboratory testing, engineering analyses, and preparation of a report. The report will summarize our findings and present our recommendations for suitably founding the pedestrian bridge improvements.

GRI provided preliminary geotechnical engineering services for evaluation of the bridge, and our work is summarized in our May 22, 2008 (issued June 16, 2008), memorandum to you entitled, "Preliminary Geotechnical Engineering Services, Marshall Park and Circle Avenue Pedestrian Bridges, Portland Park and Recreation, Portland, Oregon."

#### **PROJECT DESCRIPTION**

Our discussions with you indicate the bridge foundation bents located in Johnson Creek, Bents 2 through 4, will be removed, which will result in a clear span of about 65 ft. New piling will be installed at Bent 1 (abutment) and Bent 5 (interior bent) to support the increased load of the longer span. The additional span will result in abutment and bent loads of about 75 and 100 kips, respectively. In conjunction with the bridge improvements, additions to the existing slope protection will likely be required in the area of Bent 1.

#### **APPROACH AND SCOPE OF WORK**

Our proposal is based on our understanding of geologic conditions at the site, information provided in our May 22, 2008 (issued June 16, 2008) memorandum, and our discussions with you. Our services will include the following items of work:

#### **Permitting Review Comments**

- 1) GRI will respond to permitting agency and engineer review comments relating to geotechnical concerns. Our responses will be provided to you in writing via e-mail.

### Geotechnical Investigation

- 1) Two borings will be drilled near Bents 1 and 5 to depths of 80 to 100 ft, or 20 ft into hard rock material, whichever is shallower. The total estimated drilling footage will be on the order of 200 ft. The borings will be made by a truck-mounted drill rig, using open-hole, mud-rotary drilling techniques. Because the boring near Bent 5 will be advanced from the deck of the pedestrian bridge, casing will be required to advance the boring. Disturbed split-spoon samples and/or undisturbed Shelby tube samples will be obtained from the borings at about 2.5-ft intervals of depth in the upper 20 ft and at 5-ft intervals below this depth. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken.

The borings will be subcontracted to a drilling contractor experienced in drilling and sampling soils for engineering purposes. The drilling and sampling will be accomplished under the direction of an experienced geotechnical engineer or engineering geologist from GRI who will locate the general areas for drilling and maintain a detailed log of the materials and conditions uncovered during the course of the work.

For the purpose of this scope of work, we have assumed the boring at Bent 5 can be drilled through the deck of the bridge and/or deck timbers will be removed locally by others. We have also assumed that soil cuttings from the drilling operations can be left on site at an elevation above ordinary high water.

- 2) Laboratory tests will be conducted to provide data on the important physical characteristics of the subsoils, essential for engineering studies and analyses. The laboratory tests will include standard classification tests, such as natural water content, unit weight determinations, and Atterberg limits testing.
- 3) Engineering studies and analyses will be accomplished that will lead to the preparation of conclusions and recommendations concerning (1) earthwork, including cut and fill slopes for improvements to the existing bridge abutment; (2) deep foundation alternatives, including types, lengths, and design capacities for driven piles and micropiles; (3) seismic design criteria; (4) slope stability considerations associated with the existing riverbank slopes and slope protection alternatives; (5) design lateral earth pressures and coefficient of base friction for the abutment walls; (6) subdrainage requirements; (7) design criteria for temporary excavation shoring systems, if necessary; and (8) other design or construction considerations that may arise during the course of the study.
- 4) A report will be prepared that discusses the work accomplished and presents the results of the various tests and office studies. A draft report will be provided in electronic format for your review. After your review, a final report will be provided in electronic format. Paper copies of the report can be provided upon your request.

**SCHEDULE**

We are in a position to begin field explorations within 2 week following your authorization to proceed, depending somewhat on the availability of a drill rig. It is anticipated the final report on the investigation can be submitted to you within 3 weeks after the completion of all field work. Information can be submitted to you informally as soon as it becomes available from the studies.

**FEE**

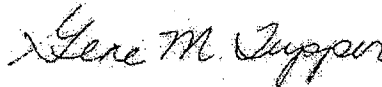
We anticipate that the services will be provided in accordance with our existing agreement. The fees for the above-described work will be computed on a time-and-expenses basis in accordance with the attached Fee Schedule. The estimated costs are \$2,000 for the permit review and \$26,000 for the geotechnical investigation; a breakdown of our estimated costs is attached. These amounts will not be exceeded without your prior approval.

We appreciate the opportunity to be of continued service to you on this project.

Submitted for GRI,



H. Stanley Kelsay, PE, GE  
Principal



Gene M. Tupper, PE, GE  
Project Engineer

I hereby authorize GRI to provide the services described in this letter:

Name \_\_\_\_\_

Date \_\_\_\_\_

(Please fax a copy of this letter and signed authorization to GRI at 503-644-8034)

Enclosure: Fee Schedule  
Estimated Project Budgets



GRI  
Beaverton, Oregon

**2008 FEE SCHEDULE**

<u>PERSONNEL</u>	<u>RATE/HOUR</u>
Principal	\$180
Associate	\$150
Senior Engineer/Geologist	\$130
Project Engineer/Geologist	\$110
Staff Engineer/Scientist	\$ 85
Engineering Assistant	\$ 55
Drafter	\$ 75
Secretarial Services	\$ 50

**OTHER CHARGES**

<b>Vehicle:</b>	Vehicles will be billed at the current IRS business mileage reimbursement rate.
<b>Fill Control Equipment:</b>	Nuclear Density Gage rental will be billed at \$5 per hour, with maximum charge of \$25 per day or \$125 per week.
<b>Reproduction:</b>	In-house reproduction, \$0.10 per sheet.
<b>Field Instrumentation and Monitoring Equipment:</b>	Due to varied conditions, equipment requirements, location and use, rates for vibration monitoring equipment, inclinometer, and other specialized equipment will be provided as required.
<b>Subcontractor Services:</b>	Charges for subcontractor services will be computed at cost plus 10%.
<b>Travel and Subsistence:</b>	All charges related to travel and subsistence will be computed at cost plus 10%.

(LAST REVISED 1/08) S11





**GRI**  
Beaverton, Oregon

**ESTIMATED PROJECT BUDGET  
FOR PERMIT COMMENTS REVIEW**

Project Name: Circle Avenue Pedestrian Bridge Final Design  
Prepared by: Gene Tupper

Date: August 27, 2008

<u>PROJECT ELEMENT</u>	<u>HOURS/UNITS</u>	<u>RATE</u>	<u>TOTAL</u>
<b>OFFICE STUDIES</b>			
Principal	1	\$180.00	\$180.00
Associate		\$150.00	\$0.00
Senior Engineer / Geologist		\$130.00	\$0.00
Project Engineer / Geologist	16	\$110.00	\$1,760.00
Staff Engineer / Scientist		\$85.00	\$0.00
Engineering Assistant		\$55.00	\$0.00
<b>Office Studies Subtotal:</b>			<b>\$1,940.00</b>
<b>REPORT PREPARATION</b>			
Principal		\$180.00	\$0.00
Associate		\$150.00	\$0.00
Senior Engineer / Geologist		\$130.00	\$0.00
Project Engineer / Geologist		\$110.00	\$0.00
Staff Engineer / Scientist		\$85.00	\$0.00
Editor		\$110.00	\$0.00
Drafter		\$75.00	\$0.00
Secretarial Services		\$50.00	\$0.00
Reproduction		\$50.00	\$0.00
<b>Report Preparation Subtotal:</b>			<b>\$0.00</b>
<b>MANAGEMENT/MEETINGS</b>			
Principal		\$180.00	\$0.00
Associate		\$150.00	\$0.00
Senior Engineer / Geologist		\$130.00	\$0.00
Project Engineer / Geologist		\$110.00	\$0.00
<b>Management / Meetings Subtotal:</b>			<b>\$0.00</b>
<b>SUBCONSULTANT(S)</b>			
	1		\$0.00
	1		\$0.00
<b>Subconsultant(s) Subtotal:</b>			<b>\$0.00</b>
<b>TOTAL PROJECT BUDGET:</b>			<b>\$1,940.00</b>
<b>RECOMMENDED BUDGET:</b>			<b>\$2,000.00</b>

**GRI**  
Beaverton, Oregon

**ESTIMATED PROJECT BUDGET  
FOR GEOTECHNICAL INVESTIGATION**

Project Name: Circle Avenue Pedestrian Bridge Final Design  
Prepared by: Gene Tupper

Date: August 27, 2008

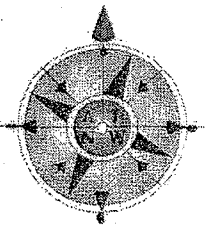
<u>PROJECT ELEMENT</u>	<u>HOURS/UNITS</u>	<u>RATE</u>	<u>TOTAL</u>
<b>FIELD WORK</b>			
<i>Subcontractor(s):</i>			
Western States (per 8-26-08 quote; drill 3 days)			\$7,200.00
Locates Down Under	2	\$70.00	\$140.00
			\$0.00
		<i>Subcontractor Markup:</i>	\$734.00
		<b><i>Subcontractor Total:</i></b>	<b>\$8,074.00</b>
 <i>GRI Personnel: layout, locates, drill 3 days</i>			
Principal		\$180.00	\$0.00
Associate		\$150.00	\$0.00
Senior Engineer / Geologist		\$130.00	\$0.00
Project Engineer / Geologist	4	\$110.00	\$440.00
Staff Engineer / Scientist	40	\$85.00	\$3,400.00
Engineering Assistant		\$55.00	\$0.00
		<b><i>GRI Personnel Total:</i></b>	<b>\$3,840.00</b>
 <i>Field Expenses: layout 1 trip; drill 3 trips</i>			
Vehicle Charges/Mile	200	\$0.58	\$116.00
Per Diem			\$0.00
Miscellaneous Expenses			\$0.00
		<b><i>Field Expenses Subtotal:</i></b>	<b>\$116.00</b>
		<b><i>Field Work Subtotal:</i></b>	<b>\$12,030.00</b>
 <b>LABORATORY WORK</b>			
<i>Chemical Testing Subcontractor:</i>			
			\$0.00
			\$0.00
		<i>Subcontractor Markup:</i>	\$0.00
		<b><i>Subcontractor Total:</i></b>	<b>\$0.00</b>
 <i>GRI Personnel: water contents; unit weights; grain size; Atterberg limits</i>			
Project Engineer / Geologist	1	\$110.00	\$110.00
Staff Engineer / Scientist	12	\$85.00	\$1,020.00
Engineering Assistant		\$55.00	\$0.00
		<b><i>Laboratory Expenses Subtotal:</i></b>	<b>\$1,130.00</b>

GRI  
Beaverton, Oregon

**ESTIMATED PROJECT BUDGET  
FOR GEOTECHNICAL INVESTIGATION**

Project Name: Circle Avenue Pedestrian Bridge Final Design Date: August 27, 2008  
Prepared by: Gene Tupper

<u>PROJECT ELEMENT</u>	<u>HOURS/UNITS</u>	<u>RATE</u>	<u>TOTAL</u>
<b>OFFICE STUDIES</b>			
Principal	2	\$180.00	\$360.00
Associate		\$150.00	\$0.00
Senior Engineer / Geologist		\$130.00	\$0.00
Project Engineer / Geologist	40	\$110.00	\$4,400.00
Staff Engineer / Scientist	20	\$85.00	\$1,700.00
Engineering Assistant		\$55.00	\$0.00
<i>Office Studies Subtotal:</i>			<b>\$6,460.00</b>
<b>REPORT PREPARATION</b>			
Principal	2	\$180.00	\$360.00
Associate		\$150.00	\$0.00
Senior Engineer / Geologist		\$130.00	\$0.00
Project Engineer / Geologist	24	\$110.00	\$2,640.00
Staff Engineer / Scientist	16	\$85.00	\$1,360.00
Editor	2	\$110.00	\$220.00
Drafter	8	\$75.00	\$600.00
Secretarial Services	1	\$50.00	\$50.00
Reproduction		\$50.00	\$0.00
<i>Report Preparation Subtotal:</i>			<b>\$5,230.00</b>
<b>MANAGEMENT/MEETINGS</b>			
Principal	4	\$180.00	\$720.00
Associate		\$150.00	\$0.00
Senior Engineer / Geologist		\$130.00	\$0.00
Project Engineer / Geologist	4	\$110.00	\$440.00
<i>Management / Meetings Subtotal:</i>			<b>\$1,160.00</b>
<b>SUBCONSULTANT(S)</b>			
	1		\$0.00
	1		\$0.00
<i>Subconsultant(s) Subtotal:</i>			<b>\$0.00</b>
<b>TOTAL PROJECT BUDGET:</b>			<b>\$26,010.00</b>
<b>RECOMMENDED BUDGET:</b>			<b>\$26,000.00</b>
Comments:			



# Archaeological Investigations Northwest, Inc.

2632 S.E. 162<sup>nd</sup> Ave. • Portland, Oregon 97236  
Phone (503) 761-6605 • Fax (503) 761-6620

Vancouver Phone (360) 696-7473  
E-mail: [ainw@ainw.com](mailto:ainw@ainw.com)  
Web: [www.ainw.com](http://www.ainw.com)

August 27, 2008

Scott McMahon  
BERGER/ABAM  
1111 Main Street, Suite 300  
Vancouver, WA 98660-2990

Via E-MAIL

Re: Proposal for an Archaeological and Historic Resource Survey in Portland

Dear Scott,

The following is a proposal from Archaeological Investigations Northwest, Inc., (AINW), for conducting an archaeological survey and an assessment of the historic qualities of the Circle Avenue Bridge and associated rock walls on the Springwater Trail in Portland. I understand that the City of Portland Parks Department will assess the bridge to determine if it can be repaired and reinforced or if it will need to be replaced. Given the possible outcome, I propose to conduct an archaeological survey of the area around the bridge to determine if archaeological resources are present and to assess the historic qualities of the bridge and the associated rock walls along the banks of Johnson Creek. Since the proposed bridge study will be conducted under a U.S. Army Corps of Engineers permit, the proposed archaeological survey and historical assessment of the bridge will be conducted to meet federal as well as state requirements that protect archaeological and historical resources. The proposed study will include a literature search and records review, a pedestrian field survey for archaeological resources, an inventory of the historic bridge and associated rock walls, and preparation of a technical report. These tasks can be completed for an amount not to exceed \$9,960.00. I anticipate that labor will require up to 160 person hours and \$9,747.00; and that project related expenses will amount to \$213.00. Expenses are expected to include \$173.00 for vehicle rental and fuel, \$20.00 for photocopies and maps, and \$20.00 for long distance communications and shipping.

I propose to conduct the archaeological survey for the proposed bridge project area following federal and state cultural resource laws, regulations, and guidelines. The proposed work would include conducting background archival research at the State Historic Preservation Office (SHPO) in Salem for archaeological and historical resources in the immediate project area; performing a pedestrian archaeological field survey and an inventory of the historic bridge and rock walls in the immediate project area; and preparing a technical report with a summary of the research and fieldwork findings and including recommendations for any additional work that would be needed to meet federal and state cultural resource requirements.

In preparing this proposal, I have assumed that no archaeological resources will be found, that no shovel testing will be done, and that no artifacts will be collected. I have also assumed that the historic bridge and rock walls will be documented. If archaeological resources or high probability areas where buried resources are suspected are found, then I will provide you with a verbal report of the findings and recommendations and a cost estimate for any additional work needed to shovel test high probability areas and delineate, document, and evaluate any archaeological resources.

August 27, 2008

Scott McMahon

Proposal for an Archaeological and Historic Resource Survey in Portland

Page 2

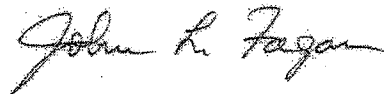
Regarding the project schedule, the archival research will be conducted as soon as an appointment with the SHPO can be arranged, but within the first week of the notice to proceed. I anticipate that once the background research has been completed that the fieldwork can be done. The fieldwork is expected to require one day for a team of archaeologists and architectural historians to complete the field survey and historic resource inventory. A senior archaeologist who meets the Secretary of the Interior's professional qualifications standards in archaeology will supervise the archaeological fieldwork, and a senior architectural historian will supervise the historical inventory and assessment work. Preparation of the technical report will begin as soon as the fieldwork has been completed. I anticipate that the draft report can be completed within two weeks of completion of the fieldwork. The technical report will be prepared in draft and final form. The draft report will be provided to you for your review, and review comments will be incorporated in the final report. The final report will be prepared within a day or two of receiving review comments on the draft report. Given the anticipated time to complete each task, I estimate that the final report can be completed within approximately three weeks from the date that the work is authorized.

I will provide you with five copies of the final report for your distribution to review agencies involved in approving the proposed project. I will send a copy of the final report on behalf of the City of Portland to the SHPO to expedite the review process for approval of the project.

AINW's payment terms are Net 30 days, and the invoice will be submitted at the completion of the project. Please note that if collection for nonpayment of the invoice is necessary, reasonable collection or legal costs will be charged to you. This letter contains the entire agreement between us and there are no other representations, warranties, or commitments. I can provide you with general liability and worker's compensation insurance certificates upon request at no additional cost; however, if you require a waiver of subrogation or need to be listed as primary, the costs from our insurance carrier for these certificates will be billed to you.

If the work, costs, and terms of this proposal are acceptable to you, please telephone or e-mail me and note your acceptance with a signature below, so that I can schedule the work. I appreciate the opportunity to serve as your cultural resources consultant. Please feel free to call me if you have any questions. I look forward to the opportunity to work with you on this project. My e-mail address is [john@ainw.com](mailto:john@ainw.com).

Sincerely,



John L. Fagan, Ph.D., RPA  
President/ Senior Archaeologist

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Approval for project, as presented in this letter:

Signed: \_\_\_\_\_ Date \_\_\_\_\_

Billing address: \_\_\_\_\_

**PTE CONTRACT WORKSHEET** REV 07/07

Award Date: \_\_\_\_\_ Contract No. \_\_\_\_\_  
 Purchases Internal Use Only  
 Project Manager: Richard Bosch  
 Phone No.: 503-823-5591

RFP No. \_\_\_\_\_  
 NA  
 Portland Parks and Recreation

Project Name: Circle Avenue Bridge  
 Original Cost Estimate: \$ N/A  
 Scope of work for contract services: Engineering, Permitting, and Construction Administration  
 Total No. of Solicitation's distributed to prospective consultants: None - see below.  
 MBES: \_\_\_\_\_ WBEs: \_\_\_\_\_ ESBs: \_\_\_\_\_ Non-certified: \_\_\_\_\_

**CONTRACT INFORMATION - Attach multiple pages as needed to include information on ALL proposals received.**

	Firm Selected	Firm No. 2	Firm No. 3	Firm No. 4
Firm Name	Berger/Abam Engineers			
Address	700 NE Multnomah Street Suite 900 Portland, OR 97232			
Phone Number	503-872-4113			
Contact Person	Scott McMahon			
Proposal Amount	\$123,832			
Proof of Insurance (type/exp)	Provided - see agreement for certificate of insurance.		N/A	N/A
Tax ID No.	Federal: 91-1422812 State: 019984-26		N/A	N/A
EEO Expiration Date	7/31/09		N/A	N/A
Equal Benefits Compliance	Yes Attached		N/A	N/A
Business License No.	<b>193966</b>		N/A	N/A
State of Oregon Certification? (circle)	No		Yes No MBE WBE ESB	Yes No MBE WBE ESB
Contract Amount & Duration	\$123,832, contract expires 10/1/2010		N/A	N/A
Payment Terms	Time and materials, not-to-exceed.		N/A	N/A

If you did not contact any MBE, WBE or ESB firms, briefly state why: See explanation below for how award was determined.

How was this project advertised? NA Dates Advertised: \_\_\_\_\_

How award was determined: This is a Direct Contract for A/E services in accordance with PCC 5.68.100. Berger/Abam Engineers previously completed the investigative report for the Circle Avenue Bridge and this is a continuation of that project.

If you have awarded other contracts to the same firm within the last 12 months, please list:  
 Amount: \$ \_\_\_\_\_ Sole Source  Emergency  Non-Profit  Date: \_\_\_\_\_ Grant Funding

List names and affiliation of evaluation committee used to choose your consultant (Attach copies of signed Evaluators' Non-Conflict of Interest Statements):  
 Not applicable - See attached sole source justification memo

**AUTHORIZING SIGNATURE OF COMMISSIONER/BUREAU DIRECTOR/DESIGNEE** \_\_\_\_\_

1 08 02 33 11 09

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 10/20/08
PRODUCER Wells Fargo Insurance Services Northwest, Inc. P.O. Box 91143 Seattle, WA 98111-9243	CAL#0531007	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE		
INSURED Berger/Abam Engineers, Inc. 700 NE Multnomah St., Ste 900 Portland OR 97232	INSURER A: One Beacon Insurance INSURER B: Lexington Insurance Company INSURER C: INSURER D: INSURER E:	

**COVERAGES**

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

INSR TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA STOP <input checked="" type="checkbox"/> GAP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	710019458	5/01/08	5/01/09	EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 500000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	710019458	5/01/08	5/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER PROF. LIAB	7878156	7/01/08	7/01/09	\$5 MIL/CLAIM, \$5 MIL/AGGREGATE \$225,000 DEDUCTIBLE PER CLAIM

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

RE: CIRCLE AVENUE BRIDGE PROJECT.  
 CITY OF PORTLAND, AND ITS AGENTS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT PER THE ATTACHED COVERAGE FORM. DJT

CERTIFICATE HOLDER City of Portland % Portland Parks & Recreation 1120 SW Fifth Ave., Ste. 1302 Portland, OR 97204	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## @VANTAGE FOR GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
<ol style="list-style-type: none"> <li>1. Additional Insured - Broad Form Vendors</li> <li>2. Additional Insured - by Contract, Agreement or Permit relating to:                         <ul style="list-style-type: none"> <li>o Work performed by you</li> <li>o Premises you own, rent, lease or occupy</li> <li>o Equipment you lease</li> </ul> </li> <li>3. Aggregate Limit Per Location</li> <li>4. Blanket Waiver of Subrogation</li> <li>5. Bodily Injury Redefined- Mental Anguish</li> <li>6. Broadened Named Insured</li> <li>7. Broadened Property Damage                         <ul style="list-style-type: none"> <li>o Borrowed Equipment</li> <li>o Customers' Goods</li> <li>o Use of Elevators</li> </ul> </li> </ol>	<ol style="list-style-type: none"> <li>8. Broadened Property Damage Rented Premises</li> <li>9. Coverage Territory - Worldwide</li> <li>10. Duties in Event of Occurrence, Claim or Suit</li> <li>11. Expected or Intended Injury (PD)</li> <li>12. Incidental Medical Malpractice</li> <li>13. Medical Payments</li> <li>14. Mobile Equipment Redefined</li> <li>15. Newly Acquired or Formed Organizations</li> <li>16. Non-Owned Aircraft</li> <li>17. Non-Owned Watercraft</li> <li>18. Personal and Advertising Injury</li> <li>19. Product Recall Expense</li> <li>20. Supplementary Payments Increased Limits</li> </ol>

#### 1. ADDITIONAL INSURED - BROAD FORM VENDORS

**Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in Subparagraphs 4. or 6.; or
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.



- 2. Claims made or "suits" brought; or
- 3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**3. AGGREGATE LIMIT PER LOCATION**

- a. Under Section III – Limits of Insurance, the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.
- b. Under Section V – Definitions, the following definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**4. BLANKET WAIVER OF SUBROGATION**

Section IV - Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

**5. BODILY INJURY REDEFINED – MENTAL ANGUISH**

Under Section V the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

**6. BROADENED NAMED INSURED**

Section II - Who Is An Insured is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180<sup>th</sup> day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**7. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS**

The insurance for "property damage" liability is subject to the following:

- a. The Damage To Property exclusion liability under Section I Coverage A is amended as follows:

- 1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.

- 2. The exclusions for

- (a) Property loaned to you;
- (b) Personal property in the care, custody or control of the insured; and
- (c) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is \$25,000 per "occurrence".

- b. Under Section V – Definitions, the following definition is added:

"Customers' Goods" means goods of your customer on your premises for the purpose of being:

- 1. Repaired; or
- 2. Used in your manufacturing process.

- c. The insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or

- b. The insurance afforded by this provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

**13. MEDICAL PAYMENTS - INCREASED LIMITS AND TIME PERIOD**

- a. In the Insuring Agreement under Coverage C Medical Payments, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
- b. The Medical Expense Limit is \$10,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
- c. This provision 13. does not apply if Coverage C - Medical Payments is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

**14. MOBILE EQUIPMENT - SELF-PROPELLED SNOW REMOVAL, ROAD MAINTENANCE AND STREET CLEANING EQUIPMENT**

The following is added to the "mobile equipment" definition:

Vehicles maintained primarily for purposes other than the transportation of persons or cargo that are self-propelled vehicles of less than 1,000 pounds gross vehicle weight with the following types of permanently attached equipment will be considered "mobile equipment":

- a. Snow removal;
- b. Road maintenance, but not construction or resurfacing; or
- c. Street cleaning.

**15. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Under Section II - Who Is An Insured, the time period limitation for newly acquired or formed organizations is replaced by:

Coverage under this provision is afforded only until the end of the current policy period.

**16. NON-OWNED AIRCRAFT**

- a. The Aircraft, Auto Or Watercraft exclusion under Coverage A Bodily Injury And Property Damage Liability does not apply to an aircraft that is:
1. Hired, chartered or loaned with a paid crew; and
  2. Not owned by any insured.
- b. The insurance afforded by this provision 16. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

**17. NON-OWNED WATERCRAFT**

- a. Section II - Who Is An Insured is amended to include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:
1. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
  2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- b. In the exception to the Aircraft, Auto Or Watercraft exclusion under Coverage A Bodily Injury And Property Damage Liability, the limitation on the length of a watercraft is increased to 51 feet.
- c. The insurance afforded by this provision 17. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

**18. PERSONAL AND ADVERTISING INJURY**

The following is added to the definition of "personal and advertising injury":

Discrimination because of race, color, creed, national origin, age, sex or physical disability, where insurance therefore is not prohibited by law, but only if such discrimination is:

d. The following definitions are added to the Definitions Section:

1. "Covered recall" means a recall made necessary because the insured or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in or will result in "bodily injury" or "property damage".

2. "Product Recall Expense" means:

(a) The following necessary and reasonable expenses you incur exclusively for the purpose of recalling "your product":

- (1) For communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) For shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) For remuneration paid to your regular "employees" for necessary overtime;
- (4) For hiring additional persons, other than your regular "employees";
- (5) Incurred by "employees", including transportation and accommodations;
- (6) To rent additional warehouse or storage space; or
- (7) For disposal of "your products", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, but

"product recall expenses" does not include costs of regaining your market share, goodwill, revenue or profit.

(b) "Product Recall Expense" does not include any expenses resulting from:

- (1) Failure of any product to accomplish its intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance; and
- (7) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found

**20. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

In the SUPPLEMENTARY PAYMENTS - Coverages A and B provision:

- a. The limit for the cost of bail bonds is amended to \$2,500; and
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.



## City of Portland - Equal Benefits Compliance Worksheet/Declaration

You are encouraged to submit the completed Equal Benefits Worksheet/Declaration with your bid or proposal response. If not submitted, you will be required to provide the form prior to contract award. The City cannot award a contract until this information is submitted.

### Offeror Information:

Company Name: BERGER/ABAM Engineers, Inc. Contact Person: Thomas R. Wilcox  
 Phone Number: 503/872-4100 Fax: 503/872-4101 E-mail: Tom.wilcox@abam.com  
 Approximate Number of Employees in the U.S.: 180 Fed. Tax ID Number 91-1422812  
 Address 700 NE Multnomah Street, Suite 900, Portland, OR 97232

I declare under penalty of perjury under the laws of the State of Oregon that the information is true and correct, and that I am authorized to bind this entity contractually.

Thomas R. Wilcox 10/17/08 Thomas R. Wilcox  
 Signature Date Name (please print)

1. a. Do you have any employees?  YES  NO  
 If "YES," continue to Question 1b and 2. If "NO," select Option A – Full Compliance – No Employees.
- b. Are any of your employees covered by a collective bargaining agreement or union trust fund?  YES  NO
2. Do you provide the same employee benefits to domestic partners as you do to spouses of employees?  YES  NO

If the answer to Question 2 is "YES", select Option B – Full Compliance.

If you DO NOT provide benefits to spouses or the domestic partners of your employees, select Option C – No Benefits.

\*"Employee benefits" means any plan, program or policy provided by an employer to its employees as part of the employer's total compensation package. This includes but is not limited to the following types of benefits: bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements may be preempted by federal or state law.

#### Option A – Full Compliance – No Employees

Has no employees.

#### Option B – Full Compliance

Makes benefits available on an equal basis to its employees with spouses & its employees with domestic partners.

#### Option C – Full Compliance – No benefits to spouses OR domestic partners

Does not make benefits available to the spouses or the domestic partners of its employees.

#### Option D – Delayed Compliance

Offeror must request and receive authorization from the Bureau of Purchases to delay implementation of equal benefits prior to selecting this option. Authorization must be granted before the contract can be awarded. Attach the "Delayed Compliance Authorization" which allows you to select Option D. The Delayed Compliance Authorization form can be obtained from the following web site: <http://www.portlandonline.com/omf/index.cfm?c=43774>

#### Statement of NON-Compliance

The above named Offeror does NOT comply and does NOT intend to comply with Portland City Code Chapter 3.100.050 through 3.100.056 and related rules.

