

EXHIBIT A

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

CONTRACT NO. _____

SHORT TITLE OF WORK PROJECT:
2010 Combined Sewer Overflow (CSO) Facilities Plan for Post-2011 Controls

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and CH2M HILL, Inc., hereafter called Contractor. The City's Project Manager for this contract is Virgil Adderley.

Effective Date and Duration

This contract shall become effective on March 1, 2010. This contract shall expire, unless otherwise terminated or extended, on March 1, 2011.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$200,000 for accomplishment of the work.
(b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONTRACTOR DATA AND CERTIFICATION

Name (please print): CH2M HILL, Inc.

Address: 2020 SW 4th Avenue, Suite 300, Portland, OR 97201

Employer Identification Number (EIN) 59-0918189
[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]

City of Portland Business License # 308278

Citizenship: Nonresident alien ___ Yes [X] No

Business Designation (check one): ___ Individual ___ Sole Proprietorship ___ Partnership [X] Corporation
___ Limited Liability Co (LLC) ___ Estate/Trust ___ Public Service Corp. ___ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)

1. Access to Records

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

2. Audits

- (a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, Access to Records. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.
(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, Early Termination of Agreement and section 7, Remedies.

3. **Effective Date and Duration**

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. **Order of Precedence**

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

5. **Early Termination of Agreement**

- (a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. **Payment on Early Termination**

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. **Remedies**

- (a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. **Subcontracts and Assignment**

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

9. **Compliance with Applicable Law**

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

(a) **Indemnity - Claims for Other than Professional Liability**

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

(b) Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

(c) Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance

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

- (a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

- (b) Required and attached or Waived by City Attorney: _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:

- (c) Required and attached or Waived by City Attorney: _____

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

- (d) Required and attached or Waived by City Attorney: _____

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

- (e) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause and 10-day non-payment clause that provides that the insurance shall not terminate or be cancelled without 30 days or 10 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. Ownership of Work Product

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

12. Nondiscrimination

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

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Purchasing Agent to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

20. Prohibited Interest

- (a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- (b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by City Project Manager)**22. Arbitration: / / Not Applicable / / Applicable (consult with City Attorney's Office before finalizing as applicable)**

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

litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

23. Progress Reports: /X_/ Applicable /_/ Not Applicable

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

24. Contractor's Personnel: /X_/ Applicable /_/ Not Applicable

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

25. Subcontractors: /X_/ Applicable /_/ Not Applicable

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

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

Professional engineering services to develop the 2010 CSO Facilities Plan for controls after the completion of the 20-year CSO "Big Pipe" program. Also develop regulatory documents required by Oregon Environmental Quality Commission (EQC) and the US EPA.

Task 1: Project Management

Task 1.1 Project Management

Prepare a detailed project schedule and instructions. Provide weekly status reports by e-mail or phone to the BES project manager during the critical period from notice to proceed (NTP) to delivery of the draft facilities plan. Provide monthly status reports by e-mail for remaining project delivery period through final completion. Coordinate parallel activities among consultant and BES staff.

Project will follow CH2M Hill's Project Delivery System Five Step Process. The Chartering and Endorsement steps will be introduced during the Technical & Policy Review Workshop in Task 2.1. The approach and estimated time allocated to discuss these steps will be reviewed with the City prior to the Workshop. Given the limited time available during the workshop there may be some Chartering activities that following after the Workshop.

Task 1.2 Meetings

Attend one meeting or teleconference per month (total of 10) to discuss standing agenda items and topics of concern for project delivery.

Consultant Deliverables

- Project schedule and instructions
- Status reports (total of 18)
- Meeting notes as may be required to document key project decisions
- Monthly invoices – subconsultant payment and utilization report by the 15th of each month

City Responsibilities

- Participate in calls, meetings, and provide feedback on notes documenting key decisions

Assumptions

- This task does not include technical workshops, which are addressed in subsequent tasks
- Meetings are assumed to average 2 hours, including travel time

Task 2: Review of Portland's Proposed Approach for Post-2011 CSO Control and Compliance**Task 2.1 Technical & Policy Review Workshop**

Consultant will conduct a 2-day Technical & Policy workshop. The first day will focus on clarifying goals and objectives for the CSO facilities plan update, including specific ASFO, DEQ, and EPA criteria. City staff will provide an overview of the 20-year program's history regarding key program studies and decisions, regulatory issues, physical improvements through December 2011, operational performance, and lessons learned to support the discussion of the objectives, direction, and content of the 2010 Facilities Plan and NMC Report. Consultant will review the CSO facilities plan update outline, NMC Report outline, and project work plan logistics.

The second day will be used by the combined City and Consultant team to discuss the Post-2011 strategy developed for the 2005 CSO Sizing Project. The team will discuss the post-2011 "base" condition assuming all 1990-2011 facilities have been implemented along with the current 5-year CIP projects impacting CSO flows and treatment. In addition, projects recommended by the 2010 Combined Sewer System Plan being developed by the City will be presented to provide the context for how BES is seeking to implement multi-objective projects in the combined system. City staff will provide a summary of the long-term CSO performance characteristics (expected overflow events and flows to CBWTP) assuming the post-2011 base condition.

City and Consultant team will develop a high level risk-management approach for the Post-2011 CSO System that addresses potential risks including:

- Excess flows and loads not currently expected from models
- Operational challenges not currently expected
- Increased flows from Development (infill, re-development, new development)
- Increased flows or hydrologic seasonal changes due to Climate Change
- Changing regulatory pressures for (a) fewer CSO events; (b) increased capture and treatment of heavily polluted stormwater
- Collection system maintenance requiring use of CSO system as bypass and backup collection system

The risk-management approach will consist of City and Consultant staff identifying the items that could impact the ability to meet conditions of the ASFO; their likelihood and impacts; rating them as high, medium, or low; identifying additional, viable CSO control approaches to mitigate risks; and discussing potential gaps and promising alternatives. A majority of this process will take place during the 2-day workshop. The quantification of controls as risk mitigation will be provided to the extent it is supported through available modeling or other analyses from the City. Otherwise they will be described qualitatively. The risk analysis will include City experience in applying the methods described in the ASFO (see methods listed in Task 2.2) as well as the effectiveness and benefits of approaches being applied by other national CSO leading communities. The City's project team will review the post-2011 controls modeling results performed by the City with the consultant team to help characterize the expected future flows and CSO events.

The following on-going CSO programmatic efforts which will continue after 2011 will be introduced at the Workshop by City staff for discussion: performance measures, monitoring and reporting necessary to meet EPA-requirements for post-construction monitoring, tracking flows, loads and overall performance of the CSO system, determining status of the CSO demand with respect to the Post-2011 implementation schedule, and developing strategies for addressing CSO outfalls no longer needed for CSO discharges. These efforts will be discussed as post 2011 controls to be documented in the plan, and in the context of their potential contribution to risk mitigation.

Task 2.2 Prepare Policy Review Technical Memorandum

Based on the workshop results in Task 2.1 and independent review, Consultant will prepare a technical memorandum (TM) that reviews and summarizes the post-2011 controls currently programmed and potentially incorporate other control options that are considered applicable from other CSO agencies. The TM will meet the requirements of the ASFO by "outlining the methods for achieving further reductions in the frequency and volumes of CSOs." As described in the ASFO, the methods to be reviewed for cost-effectiveness in supporting a risk-based management strategy will include:

- Separation of sewers in selected basins where determined to be beneficial
- Continual replacement of deteriorated trunk and interceptor lines with larger diameter pipes to provide additional inline storage to convey more wastewater for treatment
- Implementation of operational enhancements to reduce the quantity of pollutants discharged when overflows do occur (for example, sewer flushing, street cleaning by vacuuming/washing)
- Addition of further treatment technology to the wet weather treatment facility to further reduce the pollutants being discharged
- Enhanced inflow and pollutant source control (for example, organic composting stormwater filters and permeable pavements)
- Comprehensive and multi-objective water quality improvement strategies in all tributaries to the Willamette River within Portland. Such strategies should include preservation and enhancement of riparian environments and wetland systems, stormwater management, water conservation, implementation of best management practices, source control of roadway runoff including pretreatment facilities, implementation of land use policies and requirements that benefit water quality, development of private property stewardship programs, and other strategies designed to prevent pollutants from reaching the Willamette River. In this context, strategies for addressing CSO outfalls no longer needed will be identified.

Many of these technologies have been evaluated and addressed as part of the previous BES projects. However, it will be important to specifically address them as stated in the ASFO to facilitate review by the EQC and EPA. Those that will be included as post-2011 controls will be identified as either part of the current BES program or to be considered in addition to the programmed projects and evaluated as part of Task 3.2, Alternatives Analysis.

Key Consultant and City project team members will meet to review the completed draft technical memorandum and set direction for incorporating recommendations into the facilities plan, including performing relevant alternatives analyses.

The content of the TM is intended to be used as text for the facilities plan. Therefore, it will be delivered as a draft but not revised as a final technical memorandum. Comments received will be incorporated directly along with text from the memorandum into the facilities plan.

Consultant Deliverables

- Technical and CSO policy review memorandum (draft only)
- Technical and Policy Review workshop (16 hours)
- Technical and CSO policy review meeting (4 hours)

City Responsibilities

- Participation in Task 2.1 workshop and Task 2.2 review meeting
- Provide review comments on the TM within 1 week of submittal
- Present summary of Post-2011 strategy developed during the 2005 CSO Sizing Project and present recommended projects from the 2010 Combined Sewer System Plan including their estimated performance.
- Provide long-term modeling results characterizing the Post-2011 CSO system performance for the 2011 "base" condition that assumes all 1990-2011 facilities have been implemented along with the current 5-year CIP projects impacting CSO flows and treatment. In addition, modeling results characterizing projects recommended by the 2010 Combined Sewer System Plan defined as "Alternative 1" will be provided
- Provide the outline of the NMC Report

Assumptions

- One-on-one discussions will be used to align objectives and clarify information both in advance of and following the workshop
- TM will not be finalized, but rather used to inform the development of the post-2011 facilities plan

Task 3: CSO Facilities Plan Update

Task 3.1 Edit and Prepare the Document

Consultant will meet with City to obtain copies of existing BES documentation to be used in the development of the facilities plan update and confirm which BES documentation should be incorporated into the facilities plan update. Consultant will work with the BES project manager to select a document design appropriate for the plan, referring to previous BES reports and examples from other sources.

Consultant will update the facilities plan outline in accordance with AFSSO requirements, DEQ report guidelines, EPA report guidelines, the FY2011-2015 CIP projects impacting CSO performance, the 2010 Combined Sewer System Plan recommended projects, and preliminary results regarding potential post-2011 CSO control alternatives and submit to BES for review. This will include adding an executive summary, an introductory chapter outlining with DEQ/EPA compliance requirements and BES goals and objectives (as identified in the project kickoff meeting—see Task 2), and adding subsections to other chapters, such as a conclusion to the Recommended Approach chapter that demonstrates how the compliance criteria are being met.

Based on an approved outline, Consultant will prepare an annotated report template that identifies key points to be developed and writing assignments and schedules. Consultant will coordinate with Consultant authors, graphic design staff, and BES staff to develop the facilities plan content, which will include development of new figures and maps based on previous reports. Consultant will modify existing figures and prepare new figures for the facilities plan as needed, and BES staff will modify existing and prepare new GIS maps based on previous City work as needed for the CSO facilities plan. GIS figure needs will be identified as part of the second work plan described in Task 3.2.

To meet the schedule requirements and meet the regulatory deadline, portions of the plan will be developed in parallel.

Cost estimates for the CSO facilities plan will be developed using cost estimates from existing City planning reports and those developed as part of Task 3.2. Cost estimates from previous reports will be escalated to be consistent with recent reports for consistency in the CSO facilities plan.

A draft facilities plan will be prepared by the Consultant for review by BES staff. Consultant will incorporate BES comments into a final draft for submittal by BES to Oregon DEQ for review. With BES input, Consultant will address DEQ comments and prepare a final plan for submission to DEQ/EQC.

The Consultant will prepare materials for presentation, and will present the draft plan to City staff and final draft to DEQ/EQC.

Task 3.2 Alternatives Analysis

The consultant team will review proposed strategies for CSO abatement and risk management, as well as the effectiveness of green solutions, paying particular attention to water quantity issues that contribute to stormwater flow reduction. This will include three separate areas of analysis:

- a. Sustainable stormwater project strategies
- b. System operational strategies and real-time control improvements
- c. Other non CSO considerations—these are benefits of CSO control strategies that provide potentially positive impacts not directly associated with reducing overflows such as the ability to eliminate outfall pipelines. These considerations will be developed jointly with City staff

The content of these sections will depend on the preliminary findings of Task 2 and the preferred alternatives identified by BES for alternatives analysis. Criteria and measures for evaluating performance of controls will be discussed in the Task 2 workshop and finalized as part of this task. The corresponding alternatives analyses will be conducted and folded into the report as findings and conclusions become available. Consultant will define characteristics of alternatives and provide direction to BES staff for development of cost estimates using BES cost-estimating tools. With this approach, the estimates will be consistent with those produced by BES for other planning documents with an expected accuracy range of -30/+50%. Consultant will review the cost estimates and submit them to BES to conduct rate impact analyses. The results will be folded into the draft report.

The consultant will prepare two work plans to establish the analysis provided by the Consultant and the City for the facilities plan and for more detailed evaluation of post-2011 controls. The first work plan will be prepared following the Task 2.1 workshop to identify Consultant tasks, BES tasks, and schedule requirements. The second work plan will be prepared following the Task 2.2 meeting to outline consultant and BES tasks, schedule requirements, and deliverable products for analysis of post-2011 controls. The Consultant will perform the analysis in the second work plan in sufficient detail to demonstrate compliance with ASFO requirements.

As required in the ASFO the evaluation criteria to be used in analyzing the alternatives will include the cost-effectiveness of each alternative to mitigate the risks identified in Task 2 as well an overall Benefits/Costs relationship. The ASFO specifically states the CSO Facilities Plan will define “cost-effectiveness”, therefore, a working definition of cost-effectiveness will be defined jointly by consultant and City and applied to the alternatives

evaluation. It will be introduced and discussed at the Task 2.1 Workshop. Non-financial benefits will be qualitatively scored to facilitate review of alternatives.

The Consultant and City will meet to review the results of the alternatives analysis and discuss its incorporation into the draft facilities plan.

The Consultant will incorporate selected results of analysis into the draft and final facilities plan documents.

Consultant Deliverables

- Draft, final draft, and final post-2011 CSO controls facilities plan
- Post construction and monitoring plan
- Two work plans for alternatives analysis
- Alternatives analyses results and meeting with City to review results
- Presentation materials to be extracted from facilities plan text and graphics
- Final report files, including appendices, provided in native format

City Responsibilities

- Provide native electronic files of previous City reports to be used as source material for the development of the CSO facilities plan
- Prepare GIS figures for the facilities plan: modify existing GIS figures from previous City reports or create new GIS figures based on available information from previous plans as needed to incorporate into the facilities plan
- Develop cost estimates for alternatives using BES cost-estimating tools
- Perform rate impact analyses for alternatives analyzed
- Perform reviews of draft and final draft plans
- Provide input to Consultant on Alternatives Analysis results for incorporation into draft plan

Assumptions

- Task 2 Workshops will define the alternatives analysis in addition to one-on-one interviews
- Cost estimates in previous City reports used for the development of this CSO facilities plan have an accuracy range of -30/+50%
- An allowance has been made for total effort for alternatives analysis. Specific tasks will depend on the outcome of the initial review (Task 2)
- Work plans are informal communication checklists
- Each new version of the facilities plan will be submitted as five bound copies and one disk containing PDF files
- Evaluation of benefit/cost relationship or cost-effectiveness of alternatives will be performed based on the analysis described in the task above, cost estimates prepared by BES staff, readily available information, and qualitative assessment.
- Proprietary software or software licensed by others will not be considered a Work Product and provided as a City owned product. The City would own the input and output files generated for the project.

Task 4: Nine Minimum Controls Supplemental Report

Task 4.1 Half-Day Workshop to Review Proposed Updated NMCs

A workshop to align expectations and confirm content of the supplemental report will be scheduled after September 1, 2010. Input from Task 2 and 3—specifically the national program and regulatory review, the discussion at the initial Task 2 workshop, and the post-2011 facilities plan—will be used to develop the supplemental report. During the workshop, the consultant team and BES staff will review:

- Latest NPDES Permit for CBWTP, which serves as the CSO Permit and identifies the required NMC activities for the permitting cycle
- 2003 NMC Report programs including, where appropriate, results of these programs
- Proposed updates to the NMCs, including the reason for the updates (for example, completion of the LTCP infrastructure)
- Desired outcomes or results of the updated NMCs
- BES's CMOM Program for operating and maintaining the combined sewer system
- Schedule for review and subsequent updating of the NMCs

Task 4.2 Draft Supplemental Report

The report will define and describe the post-2011 NMCs and provide a full justification of how these comply with the CSO policy and NPDES permit. This report will be drafted in October and made final in December, but the nationwide review of CSO programs and technical memorandum are from Task 2, and the 2010 Facilities Plan contribute to the updated NMCs report.

The report will review operations and capacity alternatives covering NMCs 1, 2, and 4. Based on the implementation of the Portland 20-year program and the national practices and regulatory review, the NMC document will describe how control of solids and floatables has been achieved (NMC 6). The prohibition of dry weather overflows (NMC 5) is achieved through the tunnel and treatment operations. The report will describe current pollution prevention approaches such as drug take back, product stewardship, and other programs to prevent contaminants of emerging concerns (NMC 7); updated public notification practices (NMC 8); and monitoring for impacts and efficacy of the CSO controls (NMC 9) will primarily be addressed by the post-construction monitoring program identified in the post-2011 CSO Facilities Plan.

Report writing will begin after the 4.1 workshop. A draft report, which will include the updated NMCs and other agreed-upon elements, will be presented to BES. All nine of the NMCs will be covered in this report.

Consultant will modify existing figures and prepare new figures for the NMCs report as needed, and BES staff will modify existing and prepare new GIS maps based on previous City work as needed for the NMCs report.

Task 4.3 Final Supplemental Report

Based on the comments from BES staff, a final revised supplemental report will be delivered to BES.

Deliverables

- Draft supplemental report
- Final supplemental report

City Responsibilities

- Participation in 4.1 workshop
- Provide native electronic files of previous NMCs report
- Prepare GIS figures for the NMCs report: modify existing GIS figures from previous City reports or create new GIS figures based on available information from previous plans as needed to update the report
- Provide review of draft supplemental report

Assumptions

- BES staff will participate in the NMCs workshop and will provide comments on the draft report within 3 weeks after receipt.
- Both draft and final versions of the NMC Report will be submitted as five bound copies and one disk containing PDF files

Task 5: CSO Mixing Zone Report Update

Consultant will conduct mixing zone modeling for residual discharges from a total of eight (8) CSO tunnel outfalls to the Willamette River. The purpose of the modeling is to demonstrate that these residual discharges will comply with applicable water quality criteria for constituents of concern (total lead and copper) at the boundaries of the mixing zones for each outfall, and that the size of the mixing zones are reasonably small such that swimming or drifting fish or other aquatic organisms will be protected (i.e., exposure time through the mixing zone of not more than 15 minutes). The methods, assumptions, and presentation of results will be consistent with previous modeling for four of these outfalls as described in the report entitled: *Technical Memorandum: Development of Mixing Zones for Residual CSO Discharges*, dated October 2003, prepared by Limno-Tech, Inc. (LTI) for BES. Consultant will also calculate updated values of Willamette River background concentrations of copper and lead, and recalculate or confirm the previous target dilution value needed. Consultant will also participate in one meeting with Oregon DEQ to present modeling results.

Deliverables

- Digital file of CSO plume locations suitable for use in GIS mapping to be done by BES
- Initial draft technical memorandum (TM) for BES review
- Revised draft TM reflecting changes based on comments from BES review
- Model output files will be included in an attachment to the TM

- Participation in meeting with Oregon DEQ to present results of modeling, preparation of written meeting summary
- Final TM reflecting any further changes based on comments from DEQ

City Responsibilities

- Provide LTI report information from DYNHYD modeling of the Willamette River if it is available
- Provide complete historical database for copper and lead monitoring conducted by BES for the Willamette River in the vicinity of the CSOs
- Provide design CSO discharge rates for input to the model for all eight CSO outfalls
- Provide CSO outfall geometry for outfalls not previously modeled
- Provide CORMIX3 input files from previous study if they are readily available from LTI
- Prepare map graphics in GIS format, similar to those in the 2003 report, using digital files of plume locations provided by Consultant
- Perform reviews of draft and final draft TMs
- Participation in meeting with Oregon DEQ to present results of modeling

Assumptions

- The only parameters of concern for modeling will be lead and copper
- CSO concentrations for lead and copper will be the same as the 2003 report
- River design flows will be the same as the 2003 report, one at 50,000 cfs and the other at 100,000 cfs; thus a total of 16 model runs will be needed
- Additional sensitivity analyses will not be needed for this updated modeling
- Four of the eight outfalls are the same ones as those modeled for the 2003 report
- CORMIX3 (CORMIX-GI Version 4.1GT) will be used for the modeling, consistent with the previous modeling
- Initial and revised draft TMs will be submitted electronically as PDF file, final TM will be submitted as five bound copies and one disk containing PDF file. CORMIX input files will also be provided in electronic format to BES.

CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
Mark Johnson	Project Manager
Mark Anderson	Alternatives Evaluation
John Hall	Report Development
Gordon Nicholson	Advisory Team Member
Nancy Schultz	Advisory Team Member
Tom Cahill	Advisory Team Member

SUBCONTRACTORS

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

NAME	ROLE ON PROJECT
EPC	Technical and CSO Policy Review
Greenworks	Sustainable Solutions

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

COMPENSATION

Contractor shall be paid the not to exceed amount of \$200,000. The Contractor will be paid based on its hourly rates, costs incurred in paying its subcontractors, if any, plus any authorized expenses, as set forth in more detail below. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by the contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

Hourly Rates

The billing rates shall not exceed those set forth below:

Team Member/Role	Hourly Rate
Mark Johnson/Project Manager	\$233
Nancy Schultz/Review, Advisory Team	\$250
Gordon Nicholson/Review, Advisory Team	\$250
Tom Cahill/Sustainable Stormwater Solutions	\$242
Mark Anderson/Alternatives Evaluation	\$151
Tom Dupuis/CSO Mixing Zone Lead	\$205
Brad Paulson/CSO Mixing Zone Review	\$153
Jodi Burns/CSO Mixing Modeling	\$94
Lynne Chicoine/CSO Treatment	\$214
Phil Pasteris/Rainfall-Climate Change	\$187
John Hall/Report Development	\$114
Laura Hunt/Report Development	\$99
Administrative Support	\$82
Subconsultants	
Michele Pla/EPC	\$160
Mike Faha/Greenworks	\$160
Jason King/Greenworks	\$110
<i>Note: Rates for additional staff who charge to the project will comply with the BES multiplier policy of a not to exceed amount of 3.1 applied to raw salaries</i>	

BES Multiplier Policy

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

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up.

- **Out-of-Town Travel.** Travel (transportation, lodging and per diem) of Consultant and/or experts when specified in the contract or requested by BES, directly attributed to specific tasks and when to a location outside a 100 mile radius of Consultant's project office. Travel costs will be reimbursed in accordance with the City's Travel Expense Guidelines which are based on the General Services Administration (GSA) per diem rates.
- **Photocopying/Reproduction Costs.** Reproduction of required drawings, reports, specifications, bidding documents, in excess of the number required as part of the contract excluding the cost of reproduction for Consultant's or sub's own use.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The markup on subconsultant services for this contract is 5%.

Progress Payments

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

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

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

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature _____ Date _____ Entity _____

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

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

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

City Project Manager Signature _____ Date _____

SECTION C

Independent contractor certifies he/she meets the following standards:

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

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

Contractor Signature _____ Date _____

CONTRACTOR SIGNATURE:

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

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

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

CH2M HILL, Inc.

BY: _____

Date: _____

Name: _____

Title: _____

183582

Contract No. _____

Contract Title: _____

CITY OF PORTLAND SIGNATURES:

By: _____
Bureau Director

Date: _____

By: _____
Purchasing Agent

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: APPROVED AS TO FORM
Office of City Attorney

Date: 2/5/10

Amela Kravitz
CITY ATTORNEY

SUBJECT TO INSURANCE APPROVAL

PTE CONTRACT WORKSHEET REV 01/10

Award Date: _____ Contract No. _____
Procurement Services Internal Use Only

RFP No. BES102	Bureau of Environmental Services	Project Manager: Virgil Adderley	Phone No.: 503-823-7866
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Project Name: 2010 Combined Sewer Overflow (CSO) Facilities Plan for Post-2011 Controls		Original Cost Estimate: \$200,000		
Scope of work for contract services: Professional engineering services to develop the 2010 CSO Facilities Plan for controls after the completion of the 20-year CSO "Big Pipe" program. Also develop regulatory documents required by Oregon Environmental Quality Commission (EQC) and the US EPA.				
Total No. of Solicitation's distributed to prospective consultants: 2 (Attach a copy of the solicitation Plan Holders list)	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	CH2M HILL	Camp Dresser & McKee		
Address	2020 SW Fourth Avenue, Suite 300 Portland, OR 97201-4958	1218 3 rd Avenue Suite 1100 Seattle, WA 98101		
Phone Number	(503) 235 – 5000	(206) 336-4900		
Contact Person	Mark Johnson	Janelle Rogers		
Proposal Amount	\$148,061	\$149,209		
Proof of Insurance (type/exp)	See attached	N/A	N/A	N/A
EIN No.	59-0918189	N/A	N/A	N/A
EEO Expiration Date	1/31/2011	N/A	N/A	N/A
Equal Benefits Form	Yes No (Attach Signed Form)	N/A	N/A	N/A
Business License No.	308278	N/A	N/A	N/A
State of Oregon Certification? (circle)	Yes No MBE WBE ESB	Yes No MBE WBE ESB	Yes No MBE WBE ESB	Yes No MBE WBE ESB
Contract Amount & Duration	\$200,000 15-months	N/A	N/A	N/A
Payment Terms	Net 30 days	N/A	N/A	N/A

Describe outreach efforts to MBE, WBE or ESB firms, and the results of that outreach. If you did not contact any MBE, WBE or ESB firms, briefly state why: _____
 No additional effort was made to contact MBE, WBE or ESB firms because the DJC was the appropriate venue for notifying candidates with national engineering firms with expertise in combined sewer overflow program implementation, EPA CSO Regulations, and the leading practices for green infrastructure for CSO control in other cities.

How was this project advertised? Daily Journal of Commerce (DJC) Dates Advertised (Formal RFPs only): 12/11/09, 12/14/09, and 12/15/09
 How award was determined: Highest scored proposer

If you have awarded other contracts to the same firm within the last 12 months, please list: 0 Date: _____

List names, affiliation, and employer of evaluation committee in your consultant selection (Attach copies of signed Evaluators' Non-Conflict of Interest Statements):

Carrie Pak Evaluator Name Clean Water Services, Hillsboro, OR Evaluator's Affiliation and Employer	Steve Behrndt Evaluator Name Bureau of Environmental Services Evaluator's Affiliation and Employer	Tim Kurtz Evaluator Name Bureau of Environmental Services Evaluator's Affiliation and Employer	Bill Owen Evaluator Name Bureau of Environmental Services Evaluator's Affiliation and Employer	Virgil Adderley Evaluator Name Bureau of Environmental Services Evaluator's Affiliation and Employer
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AUTHORIZING SIGNATURE OF COMMISSIONER/BUREAU DIRECTOR/DESIGNEE _____

8
2
5
2
2



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: CH2M HILL Contact Person: John Willis
 Phone Number: 503-872-4437 Fax: 503-736-2000 E-mail: john.willis@ch2m.com
 Approximate Number of Employees in the U.S.: 17,000 Fed. Tax ID Number 59-0918189

Address: 2020 SW 4th Ave, Suite 300
Portland, OR 97201

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.

Signature		Date	April 20, 2009	Name (please print)	John Willis
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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.