

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

CONTRACT NO. ____

**SHORT TITLE OF WORK PROJECT:
CENTRAL EASTSIDE PARKING MANAGEMENT PLAN**

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

Effective Date and Duration

This contract shall become effective on May 1, 2010. This contract shall expire, unless otherwise terminated or extended, on April 30, 2011.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$177,515 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 : PARAMETRIX, INC.
Address: 700 NE Multnomah, Suite 1000, Portland, OR 97232
Employer Identification Number (EIN): 91-0914810

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business License # 380691

Citizenship: X Nonresident alien ____ Yes ____ No

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

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

Project Goal

The November 2009 "Central Eastside Parking and Travel Choices Scoping Report" (attached to the RFP) establishes parking as present and future concerns for the Central Eastside Industrial District (CEID). The report ties the availability and proper management of parking to the ongoing economic vitality of the district. The report further identifies the significant problems and opportunities affecting parking, and it recommends a process to engage district stakeholders in adopting a comprehensive parking strategy.

The goal of this project is to work collaboratively with district stakeholders to develop a comprehensive parking management plan for the CEID. The plan shall identify specific near term, mid term and long term solutions for supplying and managing parking within the district and recommend a strategy for implementing those improvements.

Project Approach

The consultant team's approach to the project should be guided by the following qualitative principles:

- Meaningful Collaboration. The planning process must be collaborative and fully engage all stakeholders at each phase.
- Information Based Decision Making. Although there are many beliefs about the "parking problem" and the possible solutions, the parking plan and implementation strategy should be based on real data and defensible analysis.
- Value Driven Solutions. How parking is provided for and managed within the district is inextricably linked to the stakeholders' values related to district land use, growth and character. The planning process must help the stakeholders articulate and refine these values. The recommendations of the parking plan and implementation strategy should reflect those values.

Functional Responsibilities

The planning process will involve the coordinated efforts of three separate groups: the consultant team, the Portland Bureau of Transportation and a Stakeholder Advisory Committee. Each group has specific functional responsibilities:

- PBOT
 - Overall management of the project process, scope, schedule, products and budget
 - Maintain ongoing communication with consultant team, project stakeholders and agency partners
 - Establish Stakeholder Advisory Committee
 - Advertise and promote community workshops
 - Facilitate stakeholder committee meetings and community workshops
 - Provide technical support to the consultant team where appropriate
- Consultant Team
 - Provide data inventory
 - Develop technical analysis and recommendations
 - Present and document the data inventory, technical analysis and recommendations
 - Prepare public information materials including flyers, presentations and web updates
 - Provide technical and administrative support to stakeholder committee
 - Produce community workshops
 - Manage team resources and maintain adherence to the project's scope, schedule and budget
 - Provide high quality deliverables
- Stakeholder Advisory Committee (SAC)
 - As described in the Project Approach, this project is guided by three principles: meaningful collaboration, information based decision making and value driven solutions. The stakeholder committee is critical to achieving these and will guide the process at each phase. The committee will include both community stakeholders and agency partners.

Public Involvement

In addition to engaging the Stakeholder Advisory Committee, the project will hold community workshops, distribute informational materials and maintain a web page as means to engage the CEID community.

SCOPE

Phase 1: Establish Project Goals, Objectives and Values

The intent of this phase is to lay the foundation for "value driven solutions". Before formulating strategies for parking in the CEID, the stakeholders need to agree on the goals and objectives to be achieved and on the values to guide those strategies.

The discussions with the SAC will be informed by the Scoping Report and by the experiences of the stakeholders and consultants. This phase will also include short presentations by the Bureau of Planning and Sustainability (BPS), the Portland Development Commission (PDC) and Portland Streetcar, Inc (PSI).

Phase 2 data inventory may happen concurrently with Phase 1.

Public Involvement

SAC Meeting #1

- Review project process and schedule
- Review roles and responsibilities of the SAC
- Review the findings of the scoping report
- Begin discussion of parking opportunities and needs

SAC Meeting #2

- Presentations by BPS, PDC and PSI
- *Present/agree on inventory/survey methodologies*
- Frame the primary opportunities and needs that the project must resolve
- Frame the values that will be used to evaluate alternative solutions

SAC Meeting #3

- Consent on the district's primary parking opportunities and needs
- Consent on the project goals and objectives
- Consent on the values that will be used to evaluate alternative solutions

Tasks and Products:**Public Involvement**

- PowerPoint presentation on the scoping report findings
- Participation by key team member(s) in preparation for and SAC meetings
- SAC meeting notes and "in meeting" documentation
- Design project web site

Deliverables

- Documentation of Phase 1 process and agreed to goals, objectives and values
- Agreement on inventory methodology including ways to respond to impacts of current construction
- Initial agreement on sub-areas to be used for utilization inventory
- Project web site design and initial communications with stakeholders and community via website

Phase 2: Data Inventory and Analysis

This phase will collect, synthesize and analyze the technical data necessary to support "information based decision making."

The items to be inventoried are recommended in the Scoping Report and should, at a minimum, be included in all proposals. Additional inventory data may be recommended at the discretion of each proposing team.

It is understood that a considerable amount of inventory data needs to be collected. The data inventory will be synthesized so it is easily understood and evaluated. This synthesized data will be analyzed to present a clear picture of current and future parking opportunities and needs within the district. This becomes the foundation of information upon which to build comprehensive parking management strategies.

The data inventory and analysis will be graphically formatted for presentations to the SAC and Community Workshop.

Public Involvement:**SAC Meeting #4**

- Present and discuss the synthesized data inventory

SAC Meeting #5

- Present and discuss the opportunities and constraints analysis
- Present and discuss parking management strategies that respond to the opportunities and constraints analysis

Community Workshop #1

- Present and discuss the project goals, objectives and values as defined by the SAC in Phase 1
- Present and discuss the data inventory and analysis
- Brainstorm parking management strategies

SAC Meeting #6

- Review final revisions to the data inventory and analysis
- Based on the data inventory and analysis and insights gleaned from the Community Workshop, revise as necessary the project goals, objectives and the values that will be used to evaluate the alternative solutions in the next phase of the project
- Evaluation and selection of parking management strategies will be explored in the next phase of the project

Tasks and Products**Inventory Parking Availability**

- On-street block face inventory of parking for entire study area to include number of spaces and types of parking
- Off-street inventory for entire study area by lot, location, and type of lot (accessory parking vs. publicly available)

Inventory Parking Utilization

- On-street parking survey on hour by hour basis between 7 a.m. and 7 p.m.
- On-street survey to cover a minimum of 80 blocks within study area
- Off-street survey to be done during same time period as on-street for a minimum of 10 locations

Inventory Current and Projected Future Land Use

- Document comprehensive plan zoning for study area
- Use available data to inventory "vertical" land uses and square footage within study area
- Document existing vacant and developed tax lots within study area
- Use Metro regional travel demand model (and other sources if available) to document expected growth in district for housing and employment

Inventory Mode Split

- Use existing data available (ECO surveys and/or Metro regional model) to document the existing mode split for study area

Analysis

- Synthesize the raw inventory data so it is easily understood and analyzed
- Analyze the synthesized data and describe the current and future opportunities and constraints for parking within the district
- Identify parking management strategies that respond to the opportunities and constraints

Public Involvement

- Participation by key team member(s) in SAC meetings
- Provide SAC meeting notes and "in meeting" documentation
- Organize and staff community workshop
- Prepare graphic handouts and presentations for SAC meetings and the Community Workshop
- Provide monthly web site update

Deliverables

- Documentation of inventory data
- Documentation of inventory synthesis
- Documentation of opportunities and constraints analysis
- Documentation of recommended parking management strategies
- Documentation of SAC meetings
- Documentation of Community Workshop
- Minimum of three web updates

Phase 3: Alternative Parking Management Solutions

An outcome of Phase 2 is the identification of parking management strategies that respond to the parking opportunities and constraints within the district. The intent of this phase is to develop those strategies into fully articulated solutions by: 1) designing packages of alternative solutions that, together, comprehensively address the immediate, short-term, and medium-term issues of parking management, and 2) evaluating the alternatives and select those solutions that are most effective in comprehensively addressing the district's current and future parking needs.

The alternative solutions must respond to the district's land uses and to the evolution of those uses over time. Implicit to presenting several packages of alternatives is the understanding that there are a variety of solutions that can be applied to better manage parking within the district. By developing range of solutions for review, the team and the stakeholders will make better informed decisions.

The alternatives will be evaluated against the goals, objectives and values identified in Phase 1 and revised in Phase 2. The SAC, informed by insights gleaned at the Community Workshop and outreach to stakeholders, will help refine the alternatives packages and select the preferred alternatives that move forward to Phase 4.

Public Involvement:

SAC Meeting #7

- Present the alternative solutions
- Discuss, evaluate and refine the alternative solutions
- Begin to define comprehensive packages of alternative solutions

SAC Meeting #8

- Clarify and evaluate the alternative solutions and alternative packages

Community Workshop #2

- Present the alternative solutions and alternative packages
- Refine and evaluate the alternative solutions and alternative packages

SAC Meeting #9

- Integrate comments from SAC meeting #8 and insights gleaned from the Community Workshop #2, present refined alternative solutions and packages
- Evaluate the refined alternatives and select the preferred package of alternatives to move forward to the next phase

Tasks and Products

Develop the Alternatives

- Develop a full range of alternative solutions for managing parking (these are evolved from the strategies identified in Phase 2)
- Combine the alternative solutions into no fewer than three packages, each representing a comprehensive approach to parking management

Evaluate the Alternatives

- Evaluate the alternative solutions and packages across the goals, objectives and values, identified in Phase 1, and the strategies identified in Phase 2

Refine the Alternatives

- Refine the alternative solutions and packages by incorporating the outcomes from SAC meeting #8, outreach to stakeholders, and insights gleaned from Community Workshop #2

Select the Preferred Alternatives

- Select the preferred alternative by evaluating the refined alternative solutions and packages across the goals, objectives and values, identified in Phase 1 and refined in Phase 2

Public Involvement

- Participation by key team member(s) in SAC meetings
- Provide SAC meeting notes and "in meeting" documentation
- Organize and staff community workshop
- Outreach, as needed, to stakeholders
- Prepare graphic handouts and presentations for SAC meetings and the Community Workshop
- Provide monthly web site update

Deliverables

- Documentation of the process to develop, evaluate, refine the alternatives and to select the preferred alternatives
- Documentation of preferred alternatives
- Documentation of SAC meetings
- Documentation of Community Workshop #2
- Minimum of three web updates

Phase 4: Parking Management Plan and Implementation Strategy

The intent of this phase is to refine the preferred alternatives selected in the previous phase and compile them into a final report that documents the planning process, the final recommendations and the implementation strategy.

The implementation strategy will identify the immediate, short-term, and medium-term recommendations that should be implemented, the public and/or private entities responsible for implementing each recommendation and a planning level estimate of the costs for implementation.

The final product will be a reproducible report and a PowerPoint presentation suitable for City Council and community presentations.

Public Involvement:

SAC Meeting 10

- Review and refine the draft final recommendations for parking management (based the preferred alternatives identified in Phase 3)
- Review and refine the draft implementation strategy

Community Workshop #3

- Present the draft recommendations for parking management and implementation
- Receive comments on the draft plan and implementation strategy

SAC Meeting 11

- Review and refine the draft Parking Management Plan and Implementation Strategy

SAC Meeting 12

- Review and adopt the final Parking Management Plan and Implementation Strategy

Tasks and Products

Develop the Parking Management Plan

- Refine the preferred alternatives into draft recommendations for parking management
- Refine the draft recommendations by incorporating the comments from SAC meeting #10 and insights gleaned from Community Workshop #3
- Compile the Draft Parking Management Plan documenting the planning process, the final recommendations and the implementation strategy
- Refine the draft plan incorporating comments from SAC meeting #11 and prepare the Final Parking Management Plan

Develop the Implementation Strategy

- Organize the recommendations for parking management into clusters for immediate, short-term, and medium-term implementation
- Identify the public and/or private entities responsible for implementing each recommendation
- Establish a planning level cost estimate for implementing the immediate, short-term, and medium-term recommendations
- Refine the draft implementation strategy incorporating comments from SAC meetings #10 and #11 and Community Workshop #3
- Incorporate the final implementation strategy into the final plan

Public Involvement

- Participation by key team member(s) in SAC meetings
- Provide SAC meeting notes and "in meeting" documentation
- Organize and staff community Workshop #3 *and outreach to stakeholders, as needed*
- Prepare graphic handouts and presentations for SAC meetings and the Community Workshop
- Provide monthly web site update

Deliverables:

- Parking Plan and Implementation Strategy
- PowerPoint presentation suitable for City Council and community presentations
- Documentation of SAC meetings
- Documentation of Community Workshop #3
- Minimum of three web updates

CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
Jason Franklin	Project Manager
Anne Sylvester	Sr. Consultant
Sumner Sharpe	Sr. Consultant
Craig Hainey	Sr. GIS Analyst
Karen Martinek	Sr. Graphic Artist
Elena Peterson	Project Coordinator

SUBCONTRACTORS

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

NAME	ROLE ON PROJECT
Rick Williams Consulting	Parking Analysis/ Parking Management
Finley Fry Consulting	Project Advisors
KLK Consulting LLC	Project Advisors
Words by Malliris	Writing and Editing

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 **\$177,515**. The Contractor will be paid based on its hourly rates, costs incurred in paying its subcontractors, if any, plus any authorized expenses, as set forth in more detail below. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by the contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed direct salary rate times a 3.1 multiplier.

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up.

- \$650

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 5%.

Adjustment of Labor Rates

Each year the contract is in force, hourly rates may be adjusted annually to an amount not to exceed the average inflation rate for the Portland Metropolitan Area as determined from the US Department of Labor statistics and certified by the City of Portland Auditor. Other than the impact of inflation as described above, compensation rates may not be increased.

Progress Payments

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

clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Contractor shall develop a billing format for approval by the City.

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

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

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature _____ 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.

PARAMETRIX, INC.

BY: _____ Date: _____

Name: Richard Roché

Title: Operations Manager

Contract No. _____

Contract Title: _____

CITY OF PORTLAND SIGNATURES:

By: _____
Bureau Director

Date: _____

By: _____
Purchasing Agent

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

APPROVED AS TO FORM

By: _____
Office of City AttorneyDate: 4/8/10
CITY ATTORNEY

Client#: 319834

PARAMINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2010

PRODUCER Kibble & Prentice, a USI Co. P.O. Box 370 Seattle, WA 98111 206 441-6300		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Parametrix, Inc. 1002 15th St. SW, Suite 220 Auburn, WA 98001		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Employers Fire Insurance Company	20648
		INSURER B: Employers Insurance of Wausau	21458
		INSURER C: XL Specialty Insurance Company	37885
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	7100215050002	11/01/09	11/01/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
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	7100215050002	11/01/09	11/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ None	7100215050002 Excess of General, Auto & Employers Liability	11/01/09	11/01/10	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCCZ91447422019 States: AZ, CO, ID, NM, NY, OR, PA USL&H (incl WA)	11/01/09	11/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER Professional Liability Claims Made	DPR9682077 Pollution Legal Liability incl	11/01/09	11/01/10	\$1,000,000 per claim \$1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
277-2177-885 - Central Eastside Parking Management Plan; City of Portland, and its agents, officers, and employees are Additional Insured as respects General Liability per attached endorsement. *10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Portland
Bureau of Transportation
Attn: Bill Hoffman
1120 SW 5th Ave., Suite 800
Portland, OR 97204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* 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

Collin A. MacFarlane

IMPORTANT

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

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

DISCLAIMER

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

(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.

(9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or

2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s); or

3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless

(a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and

(b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";

2. To any person or organization included as an insured under the Additional Insured – Broad Form Vendors provision of this endorsement;

3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

5. To any:

(a) Lessor of equipment after the equipment lease terminates or expires; or

(b) Owners or other interests from whom land has been leased; or

(c) Managers or lessors of premises if:

(1) The "occurrence" takes place after you cease to be a tenant in that premises; or

(2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury, or "property damage" occurring after:

(a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
- c. **Limits of Insurance** applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:
1. Insureds;
 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. ALIENATED PREMISES

Paragraph j. (2) of 2. **Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurs from hazards that were known to you or should have been known to you, at the time the property was transferred or abandoned.

5. 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.

6. BODILY INJURY REDEFINED – MENTAL ANGUISH

Under **Section V Definitions**, 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.

7. 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 180th 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.

8. 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 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.

Laura A. Birdwell

From: Mary Kapelczak [bidhost@ci.portland.or.us]
Sent: Thursday, April 09, 2009 4:36 PM
To: Laura A. Birdwell
Subject: City of Portland - Vendor EEO Registration - Form J

City of Portland

EEO Application (Form J) Confirmation

Parametrix

Your EEO Certification expires on 4/30/2011.

To view your EEO Application, [Click here](http://cityofportland.ebidsystems.com/) to visit our web site at <http://cityofportland.ebidsystems.com/>. At our web site you will need to log in with your VendorID and Password, then click on the Vendor EEO Registration link.