

Date: February 10, 2010



**FORMAL
INVITATION TO BID 111415**

Removal of WiFi Equipment on City Property

Bids Due
February 23, 2010
2:00 P.M. PST

Submit sealed Bids, one (1) complete original and five (5) complete copies, to the following address:

Submit bids to: <i>City of Portland Bureau of Purchases 1120 SW Fifth Avenue, Room 750 Portland, OR 97204</i>	Refer Questions to: <i>Celeste King Senior Procurement Specialist Phone: 503-823-4044 Fax: 503-823-6865 email: celeste.king@ci.portland.or.us</i>
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I. INTRODUCTION

1.0 BACKGROUND

The Bureau of Technology Services (BTS) is responsible for management, policy setting, strategic planning and leadership in the use of computer, radio, and telecommunications technologies, to support the delivery of effective government services. BTS is responsible for the appropriate disposal of decommissioned IT equipment within the City of Portland. In 2006, the City of Portland and MetroFi, a California based company, entered into an agreement that allowed MetroFi to locate WiFi equipment on City assets. In 2008, MetroFi ceased business operations and placed its assets under the care of a California trustee company. This company absolved any claim to the assets. Due to this, the City of Portland claimed ownership of these MetroFi assets for the purposes of ensuring their removal and disposal.

2.0 SCOPE OF WORK:

The City of Portland, Bureau of Technology Services is seeking proposals from individuals, firms, teams or consultants, hereafter called "Proposer(s)," with demonstrated experience in removal of WiFi equipment from City assets, and proposes to engage the successful Proposer for the following services: removal and disposal or reuse of City identified WiFi equipment.

3.0 TECHNICAL REQUIREMENTS

3.1 GENERAL REQUIREMENTS

The successful Proposer shall perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish these goals:

- a. Remove City designated WiFi equipment from City traffic signals and street lights
- b.
 - i) Dispose of equipment through an Oregon E-Cycles collection site or;
 - ii) Reuse equipment for Proposer's own purposes or other organization's needs.

For purposes of this ITB, the City does not warrant the location of all equipment. The City shall provide Proposers with its last known complete listing of equipment. This listing can be found in Exhibit B. Some equipment's location may vary slightly from the listed location due to inaccuracies in the method that MetroFi utilized to record and report on the location of its assets.

Additionally, the City does not warrant the functionality or type of this equipment. MetroFi installed several types of WiFi equipment and did not specify to the City which equipment models were installed on which City assets. In general, MetroFi installed dualband (2.4 GHz and 5.8 GHz) SkyPilot mesh access points with some Alvarion and Proxim equipment serving as traffic aggregators for the SkyPilot equipment.

In providing removal services, Proposer shall utilize a traffic plan to follow Mobile Operations on Two-Lane Road (TA-17) from the 2003 MUTCD pages 6-38 and 6H-39.

An example of this plan can be found at: <http://mutcd.fhwa.dot.gov/pdfs/2003r1/Ch6H.pdf>

Lastly, Proposers are required to be qualified to work in close proximity to high voltage electric lines and conduct such work in accordance with state and Federal safety regulations and laws.

3.2 WORK PERFORMED BY THE CITY

The City has assigned a project manager to oversee the successful Proposer's work and provide support as needed. Specific duties the City will perform include:

- Provide Proposer with contacts at the City for answers to questions regarding a traffic plan for removal of assets.

3.3 DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. The successful Proposer is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at: <http://www.portlandonline.com/omf/index.cfm?c=37732> .

Deliverables and schedule for this project shall include:

- a. Final disposition of assets on PGE Utility Poles. In the case, that the assets are disposed, Proposer shall provide the City with the disposal location(s) and method of disposal. In the case, that the equipment is reused, Proposer shall

provide the City with the geographic area(s) which the equipment was repurposed to and its proposed purpose in that area(s). These assets are listed in Appendix A with the word "PGE" under the Pole Owner column.

- b. Delivery of assets on City of Portland poles to Personal Telco Project. The City of Portland and Personal Telco Project currently have an agreement for the delivery of assets on City of Portland poles (or traffic lights) to Personal Telco Project. These assets are listed in Appendix A with the word "PTLD" under the Pole Owner column.

All deliverables and resulting work products from this contract will become the property of the City of Portland.

3.4 PLACE OF PERFORMANCE

Contract performance will take place primarily on City streets and City assets such as traffic signals and street lights.

3.5 PERIOD OF PERFORMANCE

The City anticipates having the successful Proposer begin work upon contract execution with submittal of final deliverables to the City occurring by June 30, 2010.

3.6 PUBLIC SAFETY

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

II. GENERAL REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

All bids are subject to the provisions and requirements of the Oregon Revised Statutes and the Portland City Code (PCC), including PCC 5.33.

BID PREPARATION

BID FORMAT: Bids must be typewritten or prepared in ink and must be submitted on the form provided in the Invitation to Bid. No oral, telegraphic, telephone or facsimile bids will be accepted.

CONFORMANCE TO BID REQUIREMENTS: Bids must conform to the requirements of the Invitation to Bid. All necessary attachments (residency statement, bid bond, references, descriptive literature, etc.) must be submitted with the bid and in the required format. Bid prices must be for the unit indicated on the bid. Failure to comply with all requirements may result in bid rejection.

CONFLICT OF INTEREST: By submitting a bid, a Bidder certifies that no officer, agent or employee of the City who has a pecuniary interest in this Agreement has participated in preparation of the proposal or resulting Agreement, that the proposal was made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same proposals, and that the Offeror is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.

COST OF BIDDING: This invitation to bid does not commit the City to pay any costs incurred by any Bidder in the submission of a bid, or in making necessary studies or designs for the preparation thereof, or for procuring or Contracting for the items to be furnished under the invitation to bid.

USE OF BRAND OR TRADE NAMES: Any brand or trade names used by the State in bid specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Bidders may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to purchaser's approval.

PRODUCT IDENTIFICATION: Bidders must clearly identify all products bid. Brand name and model or number must be shown. The City reserves the right to reject any bid when the product information submitted with the bid is incomplete.

FOB DESTINATION: BID PRICES MUST BE F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED with all transportation and handling charges paid by the Bidder.

EXCEPTIONS: Any deviation from solicitation specifications, terms and conditions may result in bid rejection.

DELIVERY: Delivery time must be shown in number of calendar days after receipt of order.

REQUIRED MARKINGS ON BID ENVELOPE: Please mark the bid envelope as follows:

Bid 111415, Bid Due Date & Time: February 23, 2010
City of Portland
Bureau of Purchases
1120 SW Fifth Avenue, Room 750
Portland, OR 97204

Bids that are not properly marked may be rejected. City of Portland is not responsible for the proper identification and handling of any bid not submitted in a timely manner or incorrectly marked.

SIGNATURE ON BID: Bids must be signed in ink by an authorized representative of the Bidder. Signature on a bid certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud. Failure to sign is cause for bid rejection.

Signature on a bid also certifies that the Bidder has read and fully understands all solicitation specifications, terms and conditions. No consideration will be given to any claim resulting from bidding without comprehending all requirements of the Invitation to Bid

BID MODIFICATION: Modifications or erasures made before bid submission must be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing before the time and date set for bid closing. Any modifications shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Modification must be submitted in a sealed envelope clearly marked "Bid Modification" and identifying the bid number and closing date. Bidders may not modify bids after bid closing time.

BID WITHDRAWALS: Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Bureau of Purchases prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification.

LATE BIDS: Sealed bids must be received and time-stamped by the Bureau of Purchases prior to bid due date.. Late bids will not be considered for award.

CITY SUSTAINABILITY OBJECTIVES: The City has a history of striving to be more sustainable in its operations and planning. Starting with the City's Sustainable City Principles (1994) the City has established a variety of policies to guide its work on sustainability, including: the Sustainable Procurement Policy, Green Building Policy, Local Action Plan on Global Warming, and the Stormwater Management Manual (to view these and related City policies, go to the Portland Policy Documents Website: <http://www.portlandonline.com/auditor/index.cfm?c=26818>). As applicable to City procurement, these policies guide the City to buy products and services that reduce the City's negative environmental and social impacts. While specific goals vary, the City's sustainability objectives tend to focus on: reducing energy use; reducing air, water, and land pollution; building and maintaining high-performance green buildings; reducing the use of materials toxic to the environment and human health; utilizing resources efficiently, including the use of renewable, reusable and recycled materials; utilizing minority-owned, small, and/or local businesses; preserving or enhancing biodiversity; and maintaining fiscal health in the short and long term. As such, the City seeks to do business with firms that will actively contribute to the City's sustainability objectives.

ADDENDA TO PLANS OR SPECIFICATIONS: If, in the opinion of the Purchasing Agent, additional information or interpretation should be provided, an Addendum will be made available to all known specification holders. Any Addendum will be issued seventy-two (72) hours or more before the scheduled closing time for submitting bids, not including Saturday, Sunday, and legal holidays. The City shall post all Addenda on the Bureau of Purchases website. Failure of a Bidder to receive an Addendum will not excuse a Bidder from compliance with any Addendum that was posted on the website.

ORAL INSTRUCTIONS: Oral instructions or information concerning the ITB documents or the project given out by officers, employees, or agents of the City to prospective Bidders are not binding unless confirmed by Addendum.

QUESTIONS OR CLARIFICATIONS: It is the Bidder's responsibility to ask questions, request changes or clarifications, or inform the City of Portland, Bureau of Purchases if it believes the language, specifications or requirements of an ITB are ambiguous, contradictory, or have other problems. Unless a different time is provided in the ITB, questions received less than seven (7) calendar days prior to the date bids are due may not be answered. Clarifications of any provision of the solicitation document are binding only if the City amends the solicitation document by Addendum.

PROTEST OF SOLICITATION SPECIFICATIONS: A Bidder who believes specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Purchasing Agent. To be considered, protests must be received at least five days before the date bids are due (ten days if the bid is for a public improvement). Envelopes containing protests should be marked as follows:

Solicitation Protest
 Bid Number: 111415
 Closing Date: February 23, 2010

BID OPENING

Bids will be publicly opened at the scheduled opening time stated in the Solicitation. Award decisions will not be made at the bid opening.

BID EVALUATION AND AWARD:

Award will be made to the lowest responsive and responsible Bidder

EVALUATION CRITERIA: Bids will be awarded based upon the evaluation criteria in the Invitation to Bid and in accordance with Section 5.33 of City Code.

RECIPROCAL PREFERENCE: In determining the "lowest responsible Bidder", the City will add a percent increase to each out-of-state Bidder's bid price which is equal to the percent given to local Bidders in that Bidder's home state. For example, if the "lowest responsible Bidder" is from a state that grants a 10 percent preference to local Bidders, the City will add 10 percent to that Bidder's price when evaluating the bid.

LOCAL CONTRACTING:

For the purchase of goods and services less than \$150,000, the City shall solicit price quotation and proposals and ultimately purchase from those businesses located within the City of Portland who meet all state and local contracting requirements, including having a current business license, being current on the City's Business License Tax (BLT) or current on a payment plan formally approved by the City unless other circumstances, such as lack of available contractors or unreasonable prices, require the City to make purchases elsewhere.

DELIVERY: Ability to meet the City's required delivery date shall be used to determine responsiveness.
 Cash Discounts: Cash discounts will not be considered for award purposes unless stated in the bid documents.

PAYMENT: The City's standard payment term is Net 30 days. Bids which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.

BID REJECTION: The City reserves the right to reject any and all bids.

CANCELLATION: The City reserves the right to cancel this solicitation at any time without award.

BID RESULTS: Bidders who receive awards will be notified of bid results via the Bureau of Purchases website; unsuccessful Bidders will not be directly notified. Bid results are available by phone.

III. SUPPLEMENTAL REQUIREMENTS

APPROVED EQUAL

For those items designated with "OR APPROVED EQUAL" the Bidder shall obtain approval prior to the date bids are due.

Requests for approval shall be made to the Purchasing Agent not later than ten (10) *[note: the number of days here may be changed but must clearly be indicated]* calendar days *[note: specifically identify whether it is calendar days]* prior to the bid opening date bids are due. Each request shall include a detailed description of the equipment or materials offered, including a sample, drawings, performance and test data, and/or other pertinent information the City may require. Requests shall clearly identify the specified items for which an alternate is being proposed. Approval of any alternate equipment or materials shall be issued in the form of an Addendum seventy-two (72) hours prior to bid opening.

1.2 CERTIFICATION

For commercial products inclusive of industry standardized products, in lieu of normal sampling and testing procedures by the Bidder and the City, the City may accept from Bidder two (2) copies of the manufacturer's certification with respect to the product involved, under conditions set forth as follows:

Certification shall state that the named product conforms to City's requirements and that representative samples thereof have been sampled and tested as specified. Certification shall either be accompanied with a certified copy of test results, or certify that such test results are on file with the manufacturer and will be furnished to the City upon request. Certification shall give the name and address of the manufacturer, testing agency and the date of applicable testing.

City shall not be responsible for any costs of the certification or for any costs of the sampling and testing of products in connection therewith.

1.3 PRODUCT/SERVICE DELIVERY: Bid shall identify delivery date in days after receipt of order.

1.4 INTERGOVERNMENTAL CO-OPERATIVE PURCHASING

The Bidder awarded the contract agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated herein reflect the City of Portland usage only. Purchases from other agencies do not affect the Contactor's obligation to the City of Portland. Other agencies will execute their own Contracts with the Bidder. The successful Contractor shall provide quarterly usage reporting of the City of Portland and that of other public agencies. Any Bidder, by written notification included with their bid, may decline to extend the prices and terms of this bid to any and/or all other public agencies.

2.0 PREPARATION OF BIDS

2.1 PRE-BID MEETING

There will be no pre-bid meeting or site visit scheduled for this project.

2.2 INTENT OF SPECIFICATIONS

The intent of these specifications is to provide the City with full removal of City designated WiFi equipment from City traffic signals and street lights. Bidders shall include in their bids all costs for all labor, equipment and materials necessary to ensure that the removal is of quality while fully functioning, and timely, regardless of any apparent omission of any particular component of these specifications.

If it appears the City omitted an important component of any item identified in this bid, the Bidder shall bring that matter to the attention of the City during the period of time available for requesting clarification [as indicated in Section II, INSTRUCTIONS TO BIDDERS] The specifications in this ITB will be part of the Contract between the City and the successful Bidder(s).

2.3 SILENCE OF SPECIFICATION

The silence or omission of the specifications as to any detail means that only the best commercial practices are to prevail in this ITB and resulting Contract; only materials and workmanship of first quality are to be used.

2.4 TAXES

Taxes, whether State or Federal, shall not be included in the bid prices. A tax exemption certificate will be provided by the City on request.

3.0 SUBMISSION OF BIDS

3.1 BID SUBMITTAL

By submitting a bid, the Bidder agrees to furnish any and all equipment, supplies and/or services required by the ITB, at the prices quoted, pursuant to all requirements and specifications as contained therein.

All bids must be clearly and distinctly typed or written with ink or indelible pencil. Do not erase mistakes. Instead, cross out mistakes and correct them and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the bid, or his/her authorized representative. As a result of any of these actions, if the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to the City will prevail. All bids must be on the form furnished by the City, or it may be rejected by the City. The omission of such items as delivery dates, or any other required information may cause the offer to be considered non-responsive.

City is not responsible for the accuracy of this list. Information is provided for Bidder's convenience only.

- REPRESENTATIONS, CERTIFICATIONS, ACKNOWLEDGMENTS, AND OFFER (Submit with offer)
- NON-COLLUSION AFFIDAVIT ((Submit with offer)
- CURRENT PRICE LIST (Submit with offer)

All Bids shall include the items listed herein along with any Bidder supplied supplemental pages, line drawings, and/or brochures required for clarity. Lack of these items may cause the City to reject the offer as non-responsive.

3.2 BID PRICES

The Bid price includes the cost to obtain all permits and licenses that may be required to perform the services required for the Contract. Submit unit or hourly prices if requested. All prices quoted shall include all packing, handling, shipping charges, and the warranty provisions and requirements as listed in these specifications, FOB delivered and unloaded at the designated location(s). If assembly is required, offered prices shall include all costs associated with delivery, assembly, set-up and proper disposal of packaging materials. The offer price shall be exclusive of any sales, purchaser, or consumer tax.

The prices submitted shall be firm during the Contract period. Submit unit prices if requested.

Bid prices shall remain valid for 60 (sixty) calendar days from bid opening unless otherwise indicated within the ITB. If the bid is accepted, prices shall remain firm for the specified Contract period.

3.3 BID PRICING FORM

The Bidder shall include unit and extended pricing for all equipment offered on the form provided by the City within this solicitation or may be rejected. In the event of a conflict between unit pricing and extended pricing, unit pricing shall prevail.

3.4 BID BOND

A bid bond is not required.

If the Bidder does not enter into a Contract, the City may award the Contract to the next lowest, responsible and responsive Bidder.

IV. STANDARD TERMS AND CONDITIONS FOR CITY OF PORTLAND CONTRACTS

The following terms and conditions apply to any contract awarded:

1. **DEFINITIONS:** The definitions found in PCC 5.33.010A shall apply to the Contract:
2. **INDEPENDENT CONTRACTOR STATUS:** The Contractor is engaged as an independent Contractor and is responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its Subcontractors, and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
3. **NO THIRD PARTY BENEFICIARIES:** Contractor and City are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.
4. **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.
5. **COMPLIANCE WITH APPLICABLE LAW:** In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and all its administrative rules, all of which are incorporated herein by reference. Failure to comply with the Ordinance permits the city to impose sanctions or require remedial actions as stated in Section 13 of the Rules. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Multnomah County Oregon. Additional conditions applicable to this solicitation and/or any resultant purchase order or Contracts are included in Appendix A.
6. **BUSINESS COMPLIANCE:** The Bidder must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made. The Bidder shall be responsible for the following:
 - 6.1 **CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER:** All Bidders must be certified as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 3.100 of the Code of the City of Portland. Failure to receive EEO certification prior to the date and time of bid opening may result in delaying the award of the Contract or issuance of purchase order. Details of certification requirements are available from the Bureau of Purchases, 1120 SW Fifth Avenue, Room 750, Portland, Oregon 97204, (503) 823-6855, website:

<http://www.portlandonline.com/omf/purchasing>.

6.2 NON-DISCRIMINATION IN EMPLOYEE BENEFITS (EQUAL BENEFITS): Bidders are encouraged to submit the Equal Benefits Compliance Worksheet/Declaration Form with their response. If not submitted, you will be contacted and required to provide this form prior to Contract award; otherwise your bid may be rejected. If your company does not comply with Equal Benefits and does not intend to do so, you must still submit the Form. The Equal Benefits Compliance Worksheet/Declaration Form can be obtained from the following web site: <http://www.portlandonline.com/omf/purchasing>

- Fill out the form properly. You may call the Bureau of Purchases at 503-823-6855 to ensure you correctly complete the form. You may also call the Buyer listed on the front page of this solicitation document for assistance.
- There are five options on the Worksheet/Declaration Form to pick among. They range from full compliance (Options A, B, C), to one that requires advance authorization by the City (Option D – Delayed Compliance), to Non Compliance. Select the option that is true of your company's standing at the time you submit your bid or proposal. You cannot change your answer after you submit the Worksheet/Declaration Form.
- Option D is only used if you have an official waiver from the City. Waivers are only issued by the Bureau of Purchases.
- The Form provides the City your declared Equal Benefit status. However, the City issues the final determination of your Equal Benefit status for purposes of the Contract award.

If information on your form is conflicting or not clearly supported by the documentation that the City receives, the City may seek clarification to ensure we properly classify your compliance.

6.3 CITY OF PORTLAND BUSINESS LICENSE: Prior to execution of a Contract, Contractor shall provide City of Portland business license number, or shall provide proof of exemption from said license, as issued by the City of Portland Bureau of Revenue. Failure to do so within twenty (20) days after Bidder receives tender of the Contract may result in withdrawal of the Contract award. Information related to obtaining a business license may be found on the following website: <http://www.pdxbl.org/BizInfo/blfaq.html#licenses>

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

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

9. INDEMNITY: Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorney's fees and costs, resulting from or arising out of the activities of the Contractor or its officers, employees, Subcontractors, or agents including intentional acts, or of its Subcontractors, agents or employees under this Contract.

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

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

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

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

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

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

12. SURVIVAL: All obligations relating to confidentiality, indemnification, publicity, representations and warranties, proprietary rights, limitations of liability, if any, and obligations to make payments shall survive the termination or expiration of this Contract.

13. ASSIGNMENT AND SUBCONTRACTING: This Contract or any interest therein shall not be assigned, transferred or subcontracted to any other person or entity without the prior written consent of the City of Portland. 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. The Contractor agrees that if Subcontractors are employed in the performance of this Contract, the Contractor and its Subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

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

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

16. EXECUTION OF CONTRACT: The Bidder to whom award is made shall execute and return the Contract in the required number of copies, and shall furnish all required bonds and insurance certificates satisfactory to the city within twenty (20) days after the Bidder receives the Contract.

17. FAILURE TO EXECUTE CONTRACT: Failure on the part of the Bidder to whom the Contract is awarded to execute the Contract and deliver the Contract, all required bonds and insurance certificates within the time required permits the City to cancel the award of the Contract and charge Bidder for the difference in price between its bid and that of the next lowest responsible bidder.

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. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Purchasing Agent, or to waive the approval of the City Attorney's office.

19. NON-WAIVER: 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 purposes given. The failure of the City to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

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

and other Contractors may be grounds for termination as provided herein.

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

22. AUDITS: The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the six (6) year period established by ACCESS TO RECORDS. Audits shall be conducted in accordance with generally accepted auditing standards.

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

23. PURCHASING FROM CITY EMPLOYEES: No purchase can be made from any business with which a City employee is associated unless authorized by PCC 5.33.070.

24. TERMINATION: The City, by written notice to the Contractor, may terminate this Agreement: a) for any reason deemed appropriate in its sole discretion, or b) for a material breach of contract.

V. ADDITIONAL CONTRACT TERMS AND CONDITIONS APPLICABLE TO THIS CONTRACT

1.1 PERFORMANCE BOND AND PAYMENT BOND

No performance or payment bonding is required for this project.

1.2 INSURANCE – PROOF OF COVERAGE

Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Purchasing Agent or the Auditor.

Commercial General Liability Insurance – Public Liability and Property Damage

The Contractor shall provide and maintain public liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence that protects the Contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury arising from the Contractor's work under this Contract

The insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The coverage shall apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the Contract, the Contractor shall provide a new policy with the same terms. The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract.

Automobile Liability

Automobile liability insurance with a combined single limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

Workers' Compensation

Prior to the performance of any work under a Contract awarded by the City, the Contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, the Contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under the Contract.

[insert additional insurance requirements here]

Certificate of Insurance

As evidence of the required insurance coverage, Contractor shall furnish acceptable insurance certificates to the City with the return of the signed Contract. The certificates shall specify the City of Portland as additional insured and shall include a 30-day notice of cancellation clause.

Notwithstanding the naming of additional insured, said policy will protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

3.0 INSPECTION, TESTING, AND CONTRACT ADMINISTRATION

3.1 INSPECTION OF GOODS

No equipment, supplies, and/or services received by an agency or jurisdiction pursuant to a Contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

3.3 REJECTION OF DELIVERED GOODS

The City's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or Contractual remedies the City may have. The City reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

SPECIAL CONDITIONS

Where special conditions are written in the specifications, these special conditions shall take precedence over any general conditions listed elsewhere in the bid solicitation in the event of a conflict. These "Terms and Conditions" are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 71-83 (Universal Commercial Code).

VI. ATTACHMENTS

1. REPRESENTATIONS, CERTIFICATIONS
2. BID SCHEDULE
3. NON-COLLUSION AFFIDAVIT

VII. EXHIBIT

- A. STANDARD GOODS AND SERVICES CONTRACT with Appendix A
- B. PROJECT DATA OF ALL KNOWN WIFI EQUIPMENT.

VIII. APPENDIX A

ATTACHMENT 1
REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS
Removal of WiFi Equipment on City Property
BID NO 111415

OFFER DATE	
OFFEROR NAME	
OFFEROR DOING BUSINESS AS	
OFFEROR ADDRESS	
AUTHORIZED REPRESENTATIVE NAME	
AUTHORIZED REPRESENTATIVE TITLE	
AUTHORIZED REPRESENTATIVE PHONE	
AUTHORIZED REPRESENTATIVE EMAIL	
AUTHORIZED REPRESENTATIVE MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE SIGNATURE	
LOCAL REPRESENTATIVE	
LOCAL REPRESENTATIVE PHONE	
LOCAL REPRESENTATIVE EMAIL	
CITY OF PORTLAND BUSINESS LICENSE NUMBER	
FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN)	
TYPE OF ORGANIZATION	<input type="checkbox"/> Sole proprietorship; <input type="checkbox"/> Partnership; <input type="checkbox"/> Corporate entity (not tax-exempt); <input type="checkbox"/> Corporate entity (tax-exempt); <input type="checkbox"/> Government entity (Federal, State, or local); <input type="checkbox"/> Other _____
COMMON PARENT	<input type="checkbox"/> Offeror is not owned or controlled by a common parent: <input type="checkbox"/> Name and TIN of common parent: Name _____ TIN _____
RESIDENT BIDDER	<p>All Offerors must state whether or not they are an Oregon resident Bidder as defined in ORS 279A.120, a resident Offeror is one who has paid unemployment taxes or income taxes in the State during the twelve (12) calendar months immediately preceding bid submission, has a business address in Oregon, and has stated in their bid to be a resident bidder.</p> <input type="checkbox"/> Offeror is a Resident Bidder <input type="checkbox"/> Offeror is not a Resident Bidder State of Residence _____

ATTACHMENT 2 BID SCHEDULE

The Offeror represents and certifies as part of the following bid:

The undersigned having full knowledge of the specifications for the item(s) listed herein offers and agrees that this bid shall be irrevocable for at least sixty (60) calendar days after the bid opening date and time, and if accepted shall furnish any and/or all items(s) at the prices offered, all required documents, licenses and certifications, guarantees, titles and warranties as required and deliver at the designated point(s) within the time specified in the schedule.

The City reserves the right to award a portion of this bid to any Offeror who will remove all or part of this equipment at no cost to the City. Offerors who provide a no cost bid to the City shall be accepted as long as they meet the technical conditions for removal previously mentioned, such as the need to dispose of equipment via Oregon E-Cycles. After any no cost bids have been awarded, the City shall proceed to award the remaining portion of this bid to the lowest bidder.

Removal of WiFi Equipment					
ITEM	PARAMOUNT NUMBER/DESCRIPTION	QTY	UNIT OF ISSUE	UNIT PRICE	EXTENDED PRICE
1					
2					
3					
4					
5					
TOTAL PRICE					\$ _____

An Offeror submitting a bid certifies that no officer, agent or employee of the City who has a pecuniary interest in this bid has participated in preparation of the bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same call for bids, and that the Offeror is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.

**ATTACHMENT 3
NON-COLLUSION AFFIDAVIT**

STATE OF _____

Contract Bid No. _____

COUNTY OF _____

I, (Type/Print Name) _____, state that I am (Position Title) of (Name of Firm) _____ and that I am authorized to execute this affidavit on behalf of this firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and the amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, offeror, or potential offeror, except as disclosed.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a offeror or potential offeror, and the price(s), will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of this firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. (Name of Firm) _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described.

I state that (Name of Firm) _____ understands and acknowledges that the above representations are material and important, and will be relied on by THE CITY OF PORTLAND, OREGON in awarding the Contract(s) for which this bid is submitted. My firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from THE CITY OF PORTLAND, OREGON of the true facts relating to the submission of bids for this Contract.

Signature

Subscribed and sworn to before me this _____ day of _____,

NOTARY PUBLIC

My commission expires _____

EXHIBIT A

CONTRACT NO.31XXXXXX

for

Removal of WiFi Equipment on City Property

This Contract, made and entered into this _____ day of _____, 2010 by and between XXXXX a XXXXX (state) XXXXX Corporation, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City,

WITNESSETH:

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

- 1. **SCOPE OF WORK:** To remove WiFi equipment from City assets and disposal or reuse of City identified WiFi equipment. All work shall be performed in accordance with Attachment A.
- 2. **EFFECTIVE DATE AND DURATION:** The initial term of this Contract shall begin on March 1, 2010 and shall expire on February 28, 2011 unless terminated sooner as provided herein. The parties may agree, by mutual consent, to extend this Contract for an additional one year period, taken individually or in multiple years. At least thirty (30) days prior to the expiration of the initial term, or extension, the parties shall commence discussions if they desire to extend the Contract. The Contractor shall provide a written extension proposal within fifteen (15) calendar days following the City's request for such a proposal. However, nothing binds or requires either party to extend this Contract. The total term of this Contract shall not exceed five (5) years.
- 3. **CONSIDERATION:** The City agrees to pay Contractor a sum not to exceed \$XXXXX for completion of the work or receipt and acceptance of the goods. Interim payments shall be made to the contractor according to the schedule identified in Attachment A.
- 4. **INVOICING:** The City of Portland is a tax-exempt governmental agency. Prices shall not include federal, state, local, or other taxes designated now or hereafter, unless the City is responsible therefore. The Contractor shall submit billings in a timely fashion. Invoices shall be sent to:

City of Portland
XXXXXX
XXXXXX Attn: XXXXXX
Portland, OR XXXXX

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

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

Revised invoices or billing adjustments shall apply only to goods and services that can be verified by the City. Requests for such adjustments shall be submitted in writing to the City within six (6) months of acceptance of the goods and services, shall reference the original invoice in which the error was made, and contain the level of detail defined in billing detail above. Billing adjustments shall not be submitted to the City in any form other than a paper document. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. Failure by the City to pay any portion of or the entire invoiced amount based on Contractor billing errors, goods and services that fail to comply with this Contract, or disputed charges shall not constitute default under

this Contract. Payment of an amount less than the total amount due on all unpaid invoices shall be any particular amount or item, which is subject to any claim of error or dispute between the parties, without prior written City approval.

ARTICLE II. Shipping of goods and materials shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Purchasing Agent or the Auditor. The insurance requirements are as follows:

6. INSURANCE – PROOF OF COVERAGE: Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Purchasing Agent or the Auditor.

Commercial General Liability Insurance – Public Liability and Property Damage

The contractor shall provide and maintain public liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence that protects the contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury arising from the contractor's work under this contract

The insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The coverage shall apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the contractor shall provide a new policy with the same terms. The contractor agrees to maintain continuous, uninterrupted coverage for the duration of the contract.

Automobile Liability

Automobile liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the contractor. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

Workers' Compensation

Prior to the performance of any work under a contract awarded by the City, the contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, the contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under the contract.

[insert additional insurance requirements here as required]

Certificate of Insurance

As evidence of the required insurance coverage, contractor shall furnish acceptable insurance certificates to the City with the return of the signed contract. The certificates shall specify the City of Portland as additional insured and shall include a 30-day notice of cancellation clause.

Notwithstanding the naming of additional insured, said policy will protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts.

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

STANDARD TERMS AND CONDITIONS

7. INDEPENDENT CONTRACTOR STATUS: The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the city and are not eligible for any benefits through the city including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

8. NO THIRD PARTY BENEFICIARIES: Contractor and City are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

9. 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.

10. SURVIVAL: The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

11. COMPLIANCE WITH APPLICABLE LAW: In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. The following additional conditions apply to this solicitation and any resultant purchase order or contract: Appendix A as attached hereto.

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

Certification as an EEO Affirmative Action Employer: The Contractor is certified as an Equal Employment Opportunity Employer as prescribed by Chapter 3.100 of the Code of the City of Portland through XXXXX. The certification will be maintained throughout the duration of the contract.

Non-Discrimination in Employee Benefits (Equal Benefits): The Contractor has complied by providing the Equal Benefits Compliance Worksheet/Declaration Form indicating: XXXXX, Option XXXXX.

Business License: The Contractor license # XXXXX is in compliance with the City of Portland Business License requirements as prescribed by Chapter 7.02 of the Code of the City of Portland and will be maintained throughout the duration of this contract.

PREVAILING WAGE RATES: State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for all work on contracts that total \$50,000 and above.

The City has determined this Contract is not subject to Prevailing Wage Rates.

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

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

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

15. ASSIGNMENT OF ANTI-TRUST RIGHTS: By entering into a contract, the Contractor, for consideration paid to the Contractor under the Contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option,

the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligation under this Contract.

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

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

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

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

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

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

18. ASSIGNMENT AND SUBCONTRACTING: This Contract or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer is void and the Contractor remains liable for performance of the Contract. The Contractor shall not subcontract its work under this Contract, in whole or in part, without the prior written approval 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 Contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

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

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

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

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

22. AMENDMENTS: All changes to this 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. The City's Purchasing Agent is authorized to execute amendments to this Contract without the City's further approval, provided such amendments are in writing, signed by both parties, and approved by the City Attorney's Office. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Purchasing Agent, or to waive the approval of the City Attorney's office.

23. NON-WAIVER: 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 purposes given. The failure of the City to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

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

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

26. AUDITS: The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by ACCESS TO RECORDS. Audits shall be conducted in accordance with generally accepted auditing standards.

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

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

SPECIAL TERMS AND CONDITIONS

28. CITY FURNISHED PROPERTY: No materials, labor or facilities will be furnished by the City unless otherwise provided for within this Contract.

29. ADDITIONAL PURCHASES The City reserves the right to purchase additional materials] beyond the quantities stated in the bid documents at the same prices submitted by the offeror. Price increases will be allowed, but shall not exceed the Consumer Price Index (CPI) for the Portland/Vancouver Metropolitan Area based upon the most current CPI available at the time the order is made. Such additional purchases are not guaranteed and will be made at the City's sole discretion.

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

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

CONTRACTOR:

XXXXX
XXXXX
XXXXX

CITY:

City of Portland
Bureau of XXXXX
XXXXX
XXXXX

Attn: XXXXX

XXXXX

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

32. EARLY TERMINATION OF CONTRACT: The City and the Contractor, by mutual written agreement, may terminate the Contract at any time. The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion. Either the City or the Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and the party's intent to terminate. If the party has not entirely cured the breach within thirty (30) days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination. PCC 5.33.940

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

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

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

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

37. INTELLECTUAL PROPERTY: The City requires the following regarding copyrighting and patent pending on work products pertaining to this Contract:

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

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

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

39. WARRANTY: The Contractor shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The Contractor shall agree to repair and/or immediately replace without charge (including freight inbound and outbound) to City Users any product or part thereof, which proves to be defective or fails within the warranty period as specified.

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

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

41. RELEASE OF PROPRIETARY INFORMATION: All information submitted by Contractor shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions for which Contractor requests exemption from disclosure consistent with federal or Oregon law. Any portion that the Contractor claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501, 192.502, 646.461 or other state or federal law. Documents with Copyright must be clearly marked.

42. INTERGOVERNMENTAL CO-OPERATIVE PURCHASING: The Contractor having submitted a bid agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Portland usage only.

A public agency wishing to purchase items will execute its own contract with the awarded Contractor for its requirements. The Contractor shall provide quarterly usage reporting of the City of Portland and that of other public agencies. Any Contractor, by written notification, may decline to extend the prices and terms of this Contract to any and/or all other public agencies.

43. UNIFORM COMMERCIAL CODE: *not applicable*

44. OREGON HAZARD COMMUNICATION RULES: *not applicable*

45. ENTIRE CONTRACT: This Contract and its Attachments represent the entire Contract between the parties. This Contract is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Contract, understanding, or representation between the parties with respect thereto, whether written or oral.

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

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

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

3. The Contractor certifies that no officer, agent or employee of the City who has a pecuniary interest in this Agreement has participated in preparation of the proposal or resulting Agreement, that the proposal was made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same proposals, and that the Offeror is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm

ARTICLE V. 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.

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

XXXXX

by _____

Approved as to form:

City Attorney

Name and Title

Address: XXXXX
XXXXX

Telephone No: XXXXX
Fax No: XXXXX

CITY OF PORTLAND

by _____
Chief Procurement Officer

INITIALS: XXXXX

DATE: XXXXX

ATTACHMENT A

1. BACKGROUND

The Bureau of Technology Services (BTS) is responsible for management, policy setting, strategic planning and leadership in the use of computer, radio, and telecommunications technologies, to support the delivery of effective government services. BTS is responsible for the appropriate disposal of decommissioned IT equipment within the City of Portland. In 2006, the City of Portland and MetroFi, a California based company, entered into an agreement that allowed MetroFi to locate WiFi equipment on City assets. In 2008, MetroFi ceased business operations and placed its assets under the care of a California trustee company. This company absolved any claim to the assets. Due to this, the City of Portland claimed ownership of these MetroFi assets for the purposes of ensuring their removal and disposal.

SCOPE OF WORK To remove WiFi equipment from City assets and disposal or reuse of City identified WiFi equipment.

2. TECHNICAL SERVICES AND SCHEDULE

Contractor shall perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish these goals:

- a. Remove City designated WiFi equipment from City traffic signals and street lights
- b.
 - i) Dispose of equipment through an Oregon E-Cycles collection site or;
 - ii) Reuse equipment for Proposer's own purposes or other organization's needs.

For purposes of this Contract, the City does not warrant the location of all equipment. The City shall provide Contractor with its last known complete listing of equipment. This listing can be found in Exhibit B. Some equipment's location may vary slightly from the listed location due to inaccuracies in the method that MetroFi utilized to record and report on the location of its assets.

Additionally, the City does not warrant the functionality or type of this equipment. MetroFi installed several types of WiFi equipment and did not specify to the City which equipment models were installed on which City assets. In general, MetroFi installed dualband (2.4 GHz and 5.8 GHz) SkyPilot mesh access points with some Alvarion and Proxim equipment serving as traffic aggregators for the SkyPilot equipment.

In providing removal services, Contractor shall utilize a traffic plan to follow Mobile Operations on Two-Lane Road (TA-17) from the 2003 MUTCD pages 6-38 and 6H-39.

An example of this plan can be found at: <http://mutcd.fhwa.dot.gov/pdfs/2003r1/Ch6H.pdf>

Lastly, Contractor is required to be qualified to work in close proximity to high voltage electric lines and conduct such work in accordance with state and Federal safety regulations and laws.

3 WORK PERFORMED BY THE CITY

Bureau staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required. The Office of Management and Finance has assigned a project manager who will oversee the work and provide support as needed.

The City shall be responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls for the City. These controls will include information technology, proprietary information, and trade secret safeguards if appropriate to City work.

4. TIME IS OF THE ESSENCE: Contractor shall make every reasonable effort to meet established delivery dates and other deadlines. Circumstances that may delay the delivery of goods and services from established delivery dates and other deadlines, including excusable delays and force majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedule or pricing change due to excusable delays or force majeure events in writing. In the event Contractor does not meet the established delivery dates or other deadlines and Contractor has failed to cure such breach within fifteen (15) days of written notice by the City, the City may obtain the undelivered goods and/or non-

performed service from another source, and no recurring charges, one-time charges, or termination charges or other penalties shall be due the Contractor. In addition, the City will be entitled to reasonable compensation as stated under REMEDIES.

5. CONSIDERATION

Unit price payments shall be made to the Contractor by the City on a monthly basis for the total product delivered to the City's specified location and accepted by the City. Acceptance occurs when the City authorizes payment of the invoice. Unit prices shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the Contractor upon request. Product payments shall be in accordance with Attachment B.

6. DELIVERY

All equipment shall be removed from City of Portland property and disposed of through an Oregon E-Cycles collection site or reused for Contractor's own purposes or other organizations needs.

Permitting Supplier to continue and finish the work or any part thereof after the Contract time or adjusted Contract time, as pertinent, has expired shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

7. PRICES AND PRICE CHANGES

Initial Contract prices shall be as established herein. Unit prices shall remain firm through the first year of the Contract. At the end of the one-year period following the date of acceptance, price changes may be allowed herein. Contractor agrees to provide pricing for all products for which Contractor is an authorized distributor for the duration of this Contract if and when requested by the City. Following the end of the one year period referenced above, City and Contractor acknowledge that prices for goods and services furnished by Contractor under this Contract may need to be adjusted during the term of the Contract due to changes in Contractor's prices, rate plans, or product offerings. Such price changes shall be documented in writing between Contractor and City's Purchasing Agent as amendments.

Contractor shall submit any proposed pricing revisions in writing to the Project Manager for consideration at least thirty (30) days before the proposed effective date. All proposed price adjustments shall be calculated consistent with the methodology used to calculate the prices set forth in the Contractor's original proposal, the Contractor shall certify this in its request for price adjustments. Price adjustments shall become effective thirty (30) days from the date of last signature on the Contract amendment document or as otherwise stated therein. Except that no increase in price adjustments shall become effective prior to a date one year following the date of acceptance. Price adjustments will only become effective by fully executed amendments, following receipt by the Project Manager of the requested price adjustment.

ATTACHMENT B

INSERT BID PRICING, CONTRACTOR'S QUOTE OR PROPOSAL

APPENDIX A

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

Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department o Revenue all sums withheld form employees under ORS 316.167.

- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.

- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week if four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

- Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays

specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS279C.515 (2).
- Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008

EXHIBIT B

**CITY OF PORTLAND
WIFI EQUIPMENT LOCATION LISTING**

Pole Name	Latitude	Longitude	Pole Owner
PTLDOR,N RENO AVE/N JAMES ST	45.60024	-122.75725	PGE
PTLDOR,NE 78TH AVE/NE HALSEY ST	45.53443	-122.58321	PGE
PTLDOR,NE DAVIS ST/NE 41ST AVE	45.52503	-122.62061	PGE
PTLDOR,NE EVERETT ST/NE 26TH AVE	45.52495	-122.63919	PGE
PTLDOR,SE 16TH/SE LADD	45.5093	-122.65	PGE
PTLDOR,SE 35TH AVE/SE SALMON ST	45.51425	-122.62818	PGE
PTLDOR,SE 37TH AVE/SE MILL ST	45.51012	-122.62583	PGE
PTLDOR,SE 39TH AVE/SE ANKENY ST	45.52254	-122.62308	PGE
PTLDOR,SE 39TH AVE/SE LAFAYETTE ST	45.49598	-122.62242	PGE
PTLDOR,SE 41ST AVE/SE LIEBE ST	45.48742	-122.62046	PGE
PTLDOR,SE 50TH AVE/SE TIBBETTS ST	45.49992	-122.6115	PGE
PTLDOR,SE 52ND AVE/SE GLADSTONE ST	45.49321	-122.60917	PGE
PTLDOR,SE 52ND AVE/SE REEDWAY ST	45.48213	-122.60899	PGE
PTLDOR,SE 52ND AVE/SE WOODSTOCK BLVD	45.47941	-122.60899	PGE
PTLDOR,SE 57TH AVE/SE RAMONA ST	45.48054	-122.60495	PGE
PTLDOR,SE 58TH AVE/SE LONG ST	45.48886	-122.60423	PGE
PTLDOR,SE 58TH AVE/SE RAYMOND ST	45.48671	-122.60423	PGE
PTLDOR,SE 60TH AVE /SE FOSTER ST	45.49236	-122.60201	PGE
PTLDOR,SE 60TH AVE/SE RAYMOND ST	45.48722	-122.60148	PGE
PTLDOR,SE 60TH AVE/SE REEDWAY ST	45.48236	-122.60221	PGE
PTLDOR,SE 65TH AVE/SE CENTER ST	45.49439	-122.59691	PGE
PTLDOR,SE 66TH PL/SE SCOTT DR	45.51805	-122.59486	PGE
PTLDOR,SE 67TH AVE/SE MITCHELL ST	45.48496	-122.59454	PGE
PTLDOR,SE 68TH AVE/SE RAYMOND ST	45.48671	-122.59139	PGE
PTLDOR,SE 69TH AVE/SE HAROLD ST	45.48354	-122.59131	PGE
PTLDOR,SE 69TH AVE/SE POWELL BLVD	45.49707	-122.59155	PGE
PTLDOR,SE 70TH AVE/SE CENTER ST	45.49452	-122.59099	PGE
PTLDOR,SE 70TH AVE/SE SCHILLER ST	45.48864	-122.59107	PGE
PTLDOR,SE 73RD AVE/SE POWELL BLVD	45.49594	-122.58808	PGE
PTLDOR,SE 76TH AVE/SE DIVISION ST	45.50566	-122.58518	PGE
PTLDOR,SE 76TH AVE/SE LINCOLN	45.50781	-122.58518	PGE
PTLDOR,SE 80TH AVE/SE GLADSTONE ST	45.49265	-122.58082	PGE
PTLDOR,SE 80TH AVE/SE RHONE ST	45.49548	-122.58106	PGE
PTLDOR,SE 83RD AVE/SE LINCOLN ST	45.50795	-122.57742	PGE
PTLDOR,SE 87TH AVE/SE LINCOLN ST	45.50676	-122.57427	PGE
PTLDOR,SE 92ND AVE/SE POWELL BLVD	45.49763	-122.56879	PGE
PTLDOR,SE BOISE ST/SE 64TH AVE	45.492	-122.59805	PGE
PTLDOR,SE BROOKLYN ST/SE 23RD AVE	45.50121	-122.64219	PGE
PTLDOR,SE CLINTON ST/SE 43RD AVE	45.50325	-122.61817	PGE
PTLDOR,SE CLINTON ST/SE 74TH AVE	45.50368	-122.58146	PGE
PTLDOR,SE DIVISION ST/SE 87TH AVE	45.50481	-122.57444	PGE
PTLDOR,SE FOSTER ST/SE 56TH AVE	45.49431	-122.6051	PGE
PTLDOR,SE FRANKLIN ST/SE 47TH AVE	45.49901	-122.61449	PGE
PTLDOR,SE FRANKLIN ST/SE 74TH AVE	45.49881	-122.58768	PGE
PTLDOR,SE GRANT ST/SE 29TH AVE	45.50673	-122.63577	PGE
PTLDOR,SE HAROLD ST/SE 61ST AVE	45.48315	-122.59841	PGE

PTLDOR,SE HAWTHORNE BLVD/SE 92ND AVE	45.51223	-122.56847	PGE
PTLDOR,SE HOLGATE BLVD/SE 36TH PL	45.49025	-122.62549	PGE
PTLDOR,SE HOLGATE BLVD/SE 60TH AVE	45.49011	-122.60148	PGE
PTLDOR,SE HOLGATE BLVD/SE 66TH ST ALLEY	45.49045	-122.59494	PGE
PTLDOR,SE KELLY ST/SE 26TH AVE	45.4997	-122.63889	PGE
PTLDOR,SE PINE CT/SE PINE ST	45.52034	-122.59235	PGE
PTLDOR,SE RAMONA ST/SE 62ND AVE	45.48054	-122.59858	PGE
PTLDOR,SE REEDWAY ST/SE 66TH AVE	45.48173	-122.59559	PGE
PTLDOR,SE SCHILLER ST/SE 63RD ST	45.48858	-122.59817	PGE
PTLDOR,SE STARK ST/SE 76TH AVE	45.51907	-122.58469	PGE
PTLDOR,SE STARK ST/SE 90TH AVE	45.51887	-122.57121	PGE
PTLDOR,SE STEELE ST/SE 60TH AVE	45.48473	-122.60229	PGE
PTLDOR,SE TAGGART ST/SE 76TH AVE	45.50255	-122.58437	PGE
PTLDOR,SE TAMARACK ST/SE 16TH AVE	45.50655	-122.64904	PGE
PTLDOR,SE TAYLOR ST/SE 92ND AVE	45.51523	-122.56814	PGE
PTLDOR,SE TIBBETTS ST/SE 38TH AVE	45.50043	-122.62372	PGE
PTLDOR,SE WASHINGTON ST/SE 92ND AVE	45.51817	-122.56782	PGE
PTLDOR,SE WOODSTOCK BLVD/SE 60TH AVE	45.47936	-122.60237	PGE
PTLDOR,SE WOODSTOCK BLVD/SE 73RD AVE	45.50136	-122.58832	PGE
PTLDOR,SE WOODWARD ST/SE 35TH PL	45.50198	-122.62719	PGE
PTLDOR,SE WOODWARD ST/SE 80TH AVE	45.50136	-122.58082	PGE
PTLDOR,SW 19TH DR/SW 25TH AVE	45.48773	-122.70163	PGE
PTLDOR,SW 1ST AVE/SW MEADE ST	45.50289	-122.67879	PGE
PTLDOR,SW 31ST DR/SW DOSCH RD	45.48716	-122.70868	PGE
PTLDOR,SW 33RD PL/SW BERTHA	45.4811	-122.711	PGE
PTLDOR,SW 38TH PL/SW LEE ST	45.48711	-122.71648	PGE
PTLDOR,SW 45TH AVE/SW ILLINOIS ST	45.47927	-122.72301	PGE
PTLDOR,SW CALDEW ST/SW 38TH AVE	45.4719	-122.717	PGE
PTLDOR,SW CAROLINA ST/SW 30TH AVE	45.47835	-122.70575	PGE
PTLDOR,SW EAGLES NEST/SW 25TH AVE	45.47866	-122.70296	PGE
PTLDOR,SW FLOWER ST/SW 40TH AVE	45.483	-122.719	PGE
PTLDOR,SW PATRICK PL/SW PATRICK WAY	45.4941	-122.699	PGE
PTLDOR,SW SUNSET BLVD/SW 29TH AVE	45.4886	-122.706	PGE
PTLDOR,SW SUNSET BLVD/SW MARTHA ST	45.48347	-122.69859	PGE
PTLDOR,SW SUNSET BLVD/SW MITCHELL ST	45.48576	-122.69942	PGE
PTLDOR,E BURNSIDE ST/NE 31ST AVE	45.52298	-122.63457	PGE
PTLDOR,E BURNSIDE ST/NE 63RD ST	45.52274	-122.59825	PGE
PTLDOR,E BURNSIDE ST/NE 67TH AVE	45.52297	-122.59478	PGE
PTLDOR,GREENLEAF DR/SW ARTHUR WAY	45.502	-122.719	PGE
PTLDOR,N ALMA ST/N SYRACUSE ST	45.58544	-122.74112	PGE
PTLDOR,N AMOUR ST/N BURR ST	45.59851	-122.73681	PGE
PTLDOR,N BALTIMORE ST/N CRAWFORD ST	45.58875	-122.76065	PGE
PTLDOR,N BRUCE ST/N LEONARD ST	45.60167	-122.76214	PGE
PTLDOR,N BUCHANAN ST/N JERSEY ST	45.58646	-122.74417	PGE
PTLDOR,N BUCHANAN ST/N SENECA	45.59356	-122.74056	PGE
PTLDOR,N BURLINGTON ST/N KELLOGG ST	45.59098	-122.75407	PGE
PTLDOR,N CENTRAL ST/N NEW YORK ST	45.59365	-122.75471	PGE
PTLDOR,N CHARLESTON AVE/N SWENSON ST	45.5989	-122.74728	PGE
PTLDOR,N CHICAGO ST/N SENECA	45.59539	-122.75082	PGE
PTLDOR,N COLUMBIA BLVD/N COLUMBIA WAY	45.59068	-122.72754	PGE
PTLDOR,N COLUMBIA BLVD/N MACRUM ST	45.59524	-122.73065	PGE
PTLDOR,N COLUMBIA WAY/N TAFT AVE	45.59395	-122.72825	PGE
PTLDOR,N CRAWFORD ST/N PIERCE	45.58281	-122.74827	PGE
PTLDOR,N DECATUR ST /N CATLIN AVE	45.59301	-122.76383	PGE
PTLDOR,N EDISON ST/N NEW YORK ST	45.59078	-122.76086	PGE

PTLDOR,N FESSENDEN ST/N MARCRUM ST	45.59252	-122.73016	PGE
PTLDOR,N FORTUNE ST/N HOUGHTON ST	45.58667	-122.73065	PGE
PTLDOR,N FORTUNE ST/N KIMBALL ST	45.58989	-122.73009	PGE
PTLDOR,N GILBERT ST/N SKY ST	45.58831	-122.73483	PGE
PTLDOR,N HUDSON ST/N CALHOUN	45.59049	-122.74134	PGE
PTLDOR,N IDA ST/N AMHERST ST	45.58306	-122.7407	PGE
PTLDOR,N JERSEY AVE/N LOMBARD ST	45.59667	-122.76086	PGE
PTLDOR,N JOHN ST/N DICKENS ST	45.59237	-122.75166	PGE
PTLDOR,N LEAVITT/N SYRACUSE ST	45.58856	-122.75457	PGE
PTLDOR,N LOMBARD ST/N MARCRUM ST	45.58578	-122.73462	PGE
PTLDOR,N LOMBARD ST/N RENO AVE	45.5987	-122.76171	PGE
PTLDOR,N MARCRUM ST/N SYRACUSE ST	45.58355	-122.73624	PGE
PTLDOR,N MARCUM ST/N SWIFT	45.59771	-122.73065	PGE
PTLDOR,N MIDWAY ST/N BANK ST	45.59702	-122.73518	PGE
PTLDOR,N MIDWAY ST/N POWERS ST	45.59405	-122.73525	PGE
PTLDOR,N MIDWAY ST/N RICHARDS ST	45.59925	-122.73504	PGE
PTLDOR,N MOHAWK ST/N JERSEY ST	45.58816	-122.74827	PGE
PTLDOR,N OLYMPIA ST/N BURR ST	45.59558	-122.73737	PGE
PTLDOR,N OLYMPIA ST/N MOHAWK ST	45.59737	-122.74424	PGE
PTLDOR,N POLK ST/N OLYMPIA ST	45.59648	-122.74119	PGE
PTLDOR,N PRINCETON ST/N OSWEGO ST	45.58702	-122.75152	PGE
PTLDOR,N PRINCETON ST/N TYLER ST	45.58549	-122.74792	PGE
PTLDOR,N RICHMOND ST/N DECATUR ST	45.58529	-122.75379	PGE
PTLDOR,N SMITH/N RICHMOND ST	45.59365	-122.74799	PGE
PTLDOR,N ST JOHNS ST/N EDISON ST	45.594398	122.763977	PGE
PTLDOR,N SYRACUSE ST/N TRUMBULL ST	45.59356	-122.76058	PGE
PTLDOR,N TYLER ST/N SMITH	45.59212	-122.74459	PGE
PTLDOR,NE 11TH AVE/NE IRVING ST	45.52743	-122.65451	PGE
PTLDOR,NE 12TH AVE/NE EVERETT ST	45.52492	-122.65377	PGE
PTLDOR,NE 18TH AVE/NE COUCH ST	45.52368	-122.64761	PGE
PTLDOR,NE 19TH AVE/NE PACIFIC ST	45.52918	-122.64637	PGE
PTLDOR,NE 20TH AVE/NE FLANDERS ST	45.52534	-122.64555	PGE
PTLDOR,NE 28TH AVE/NE HOLLADAY ST	45.53014	-122.63726	PGE
PTLDOR,NE 29TH AVE/NE OREGON ST	45.52898	-122.63605	PGE
PTLDOR,NE 30TH/NE EVERETT	45.52518	-122.63435	PGE
PTLDOR,NE 31ST AV/NE PACIFIC ST	45.52931	-122.63267	PGE
PTLDOR,NE 31ST AVE/NE HASSALO ST	45.53061	-122.63264	PGE
PTLDOR,NE 33RD AVE/NE OREGON ST	45.52869	-122.63076	PGE
PTLDOR,NE 39TH AVE/NE LAURELHURST PL	45.52937	-122.62314	PGE
PTLDOR,NE 39TH AVE/NE MULTNOMAH ST	45.53164	-122.62331	PGE
PTLDOR,NE 42ND AVE/NE HASSALO ST	45.53085	-122.62044	PGE
PTLDOR,NE 47TH AVE/NE GLISAN ST1	45.52606	-122.61546	PGE
PTLDOR,NE 47TH AVE/NE OREGON ST	45.52916	-122.61528	PGE
PTLDOR,NE 55TH AVE/NE COUCH ST	45.52349	-122.60732	PGE
PTLDOR,NE 58TH AVE/NE DAVIS ST	45.52444	-122.60419	PGE
PTLDOR,NE 60TH AVE/NE ASH ST	45.52093	-122.60211	PGE
PTLDOR,NE 61ST AVE/NE FLANDERS ST	45.52527	-122.60112	PGE
PTLDOR,NE 64TH AVE/NE HOYT ST	45.52766	-122.59777	PGE
PTLDOR,NE 67TH AVE/NE OREGON ST	45.52863	-122.59446	PGE
PTLDOR,NE 68TH AVE/NE HASSALO ST	45.53089	-122.59381	PGE
PTLDOR,NE 69TH AVE /NE CLACKAMAS ST	45.53253	-122.59163	PGE
PTLDOR,NE 70TH AVE/NE HASSALO ST	45.52998	-122.59147	PGE
PTLDOR,NE 70TH AVE/NE HOYT ST	45.52733	-122.59123	PGE
PTLDOR,NE 82ND AVE/NE HOYT ST	45.53004	-122.57928	PGE

PTLDOR,NE 90TH AVE/NE IRVING ST	45.52795	-122.57121	PGE
PTLDOR,NE BROADWAY ST/NE 71ST AVE	45.53442	-122.59001	PGE
PTLDOR,NE COUCH ST/NE 24TH AVE	45.52376	-122.64118	PGE
PTLDOR,NE COUCH/NE 9TH	45.52357	-122.65675	PGE
PTLDOR,NE DAVIS ST/NE 43RD AVE	45.5251	-122.61849	PGE
PTLDOR,NE DAVIS ST/NE 52ND AVE	45.52427	-122.61009	PGE
PTLDOR,NE DAVIS/NE SANDY	45.52428	-122.65064	PGE
PTLDOR,NE EVERETT ST/NE 50TH AVE	45.52514	-122.6123	PGE
PTLDOR,NE EVERETT ST/NE 6TH AVE	45.52494	-122.65965	PGE
PTLDOR,NE EVERETT ST/NE 70TH AVE	45.52478	-122.59075	PGE
PTLDOR,NE EVERETT ST/NE 91ST AVE	45.52481	-122.5704	PGE
PTLDOR,NE FLANDERS ST/NE 9TH AVE	45.52569	-122.65678	PGE
PTLDOR,NE FLORAL PL/NE COUCH ST	45.52366	-122.62864	PGE
PTLDOR,NE FLORAL PL/NE IMPERIAL AVE	45.5302	-122.62634	PGE
PTLDOR,NE GLISAN ST/HWY 84 RAMP	45.52665	-122.60367	PGE
PTLDOR,NE GLISAN ST/NE 24TH AVE	45.52651	-122.64135	PGE
PTLDOR,NE GLISAN ST/NE 31ST AV	45.52635	-122.63297	PGE
PTLDOR,NE GLISAN ST/NE 53RD AVE	45.52659	-122.60899	PGE
PTLDOR,NE GLISAN ST/NE 67TH AVE	45.52631	-122.59462	PGE
PTLDOR,NE GLISAN ST/NE 79TH AVE	45.52659	-122.58259	PGE
PTLDOR,NE GLISAN ST/NE FLORAL PL	45.52667	-122.62927	PGE
PTLDOR,NE GLISAN/NE 17TH	45.52661	-122.64848	PGE
PTLDOR,NE GLISAN/NE 28TH AVE	45.52632	-122.63731	PGE
PTLDOR,NE HAZELFERN PL/NE PEERLESS PL	45.52836	-122.62738	PGE
PTLDOR,NE HOLLADAY ST/NE 25TH AVE	45.52986	-122.64053	PGE
PTLDOR,NE HOLLADAY ST/NE PEERLESS PL	45.53021	-122.62922	PGE
PTLDOR,NE IMPERIAL AVE/NE ROYAL CT	45.52779	-122.62497	PGE
PTLDOR,NE IRVING ST/NE 32ND AVE	45.52796	-122.63117	PGE
PTLDOR,NE LADDINGTON CT/NE FIR AVE	45.52831	-122.61901	PGE
PTLDOR,NE LAURELHURST PL/NE 43RD AVE	45.52989	-122.61832	PGE
PTLDOR,NE OREGON ST/NE 22ND AVE	45.52848	-122.64212	PGE
PTLDOR,NE RANDALL ST/NE HOYT ST	45.52824	-122.63792	PGE
PTLDOR,NE SANDY BLVD/NE WASCO ST	45.53225	-122.62881	PGE
PTLDOR,NW 14TH AVE/NW NORTHROP ST	45.53148	-122.68541	PGE
PTLDOR,NW 17TH AVE/NW SAVIER ST	45.53489	-122.68871	PGE
PTLDOR,NW 18TH AVE/NW HOYT ST	45.52702	-122.68922	PGE
PTLDOR,NW 18TH AVE/NW KEARNEY ST	45.52919	-122.68939	PGE
PTLDOR,NW 18TH AVE/NW NORTHROP ST	45.53135	-122.68944	PGE
PTLDOR,NW 18TH AVE/NW QUIMBY ST	45.53348	-122.68953	PGE
PTLDOR,NW 18TH AVE/NW VAUGHN ST	45.53697	-122.68969	PGE
PTLDOR,NW DAVIS ST/NW 17TH AVE	45.52422	-122.68813	PGE
PTLDOR,NW FLANDERS ST/NW 18TH AVE	45.52564	-122.68922	PGE
PTLDOR,NW FRONT AVE/NW 17TH	45.537998	122.688408	PGE
PTLDOR,NW FRONT ST/NW 11TH AVE	45.53417	-122.68172	PGE
PTLDOR,NW FRONT ST/NW 9TH AVE	45.53284	-122.67946	PGE
PTLDOR,NW GLISAN ST/NW 16TH AVE	45.52779	-122.68774	PGE
PTLDOR,NW HOYT ST/NW 15TH AVE	45.52714	-122.68615	PGE
PTLDOR,NW RALEIGH ST/NW 14TH AVE	45.53435	-122.6851	PGE
PTLDOR,SE 10TH AVE/SE BOISE ST	45.49293	-122.65442	PGE
PTLDOR,SE 12TH AVE/SE DIVISION ST	45.50536	-122.65382	PGE
PTLDOR,SE 12TH AVE/SE GIDEON ST	45.50291	-122.65407	PGE
PTLDOR,SE 12TH AVE/SE LINCOLN ST	45.50801	-122.65382	PGE
PTLDOR,SE 12TH/SE ANKENY	45.52207	-122.65363	PGE
PTLDOR,SE 13TH AVE/SE RHINE ST	45.49767	-122.65252	PGE

PTLDOR,SE 13TH AVE/SE TAYLOR ST	45.51483	-122.65287	PGE
PTLDOR,SE 13TH/SE OAK	45.5201	-122.65279	PGE
PTLDOR,SE 14TH AVE/SE ALDER ST	45.51818	-122.65153	PGE
PTLDOR,SE 15TH AVE/SE BOISE ST	45.49274	-122.65053	PGE
PTLDOR,SE 15TH AVE/SE RHONE ST	45.49615	-122.65046	PGE
PTLDOR,SE 16TH AVE/SE PERSHING ST	45.49905	-122.64906	PGE
PTLDOR,SE 17TH AVE/SE BOISE ST	45.49343	-122.64828	PGE
PTLDOR,SE 17TH AVE/SE BUSH ST	45.49524	-122.64827	PGE
PTLDOR,SE 17TH AVE/SE HOLGATE BLVD	45.49061	-122.64855	PGE
PTLDOR,SE 17TH AVE/SE LAFAYETTE ST	45.49701	-122.64807	PGE
PTLDOR,SE 17TH AVE/SE PARDEE ST	45.48871	-122.64798	PGE
		-	
PTLDOR,SE 17TH/SE ALDER	45.518021	122.648787	PGE
PTLDOR,SE 18TH AVE/SE SCHILLER ST	45.48679	-122.64742	PGE
PTLDOR,SE 20TH AVE/SE TAGGERT AVE	45.50243	-122.64511	PGE
PTLDOR,SE 20TH/E BURNSIDE	45.52236	-122.64562	PGE
PTLDOR,SE 20TH/SE BELMONT	45.51683	-122.64557	PGE
PTLDOR,SE 20TH/SE HARRISON	45.50814	-122.64511	PGE
PTLDOR,SE 20TH/SE LOCUST	45.51057	-122.6451	PGE
PTLDOR,SE 20TH/SE MAIN	45.5136	-122.64561	PGE
PTLDOR,SE 20TH/SE STARK	45.51925	-122.64544	PGE
PTLDOR,SE 21ST AVE/SE BUSH ST	45.49576	-122.64471	PGE
PTLDOR,SE 22ND AVE/SE ASH ST	45.52153	-122.64365	PGE
PTLDOR,SE 22ND AVE/SE ELLIS ST	45.48243	-122.6433	PGE
PTLDOR,SE 22ND AVE/SE GLADSTONE ST	45.49352	-122.64293	PGE
PTLDOR,SE 23RD AVE/SE FRANKLIN ST	45.49936	-122.64245	PGE
PTLDOR,SE 23RD AVE/SE IVON ST	45.50417	-122.64276	PGE
PTLDOR,SE 23RD/SE TAYLOR	45.51501	-122.64258	PGE
PTLDOR,SE 24TH AVE/SE HOLGATE BLVD	45.49043	-122.64142	PGE
PTLDOR,SE 25TH AVE/SE SCHILLER ST	45.48832	-122.6404	PGE
PTLDOR,SE 26TH AVE/SE CARUTHERS ST	45.50567	-122.63935	PGE
PTLDOR,SE 26TH AVE/SE CLINTON ST	45.50304	-122.6395	PGE
PTLDOR,SE 26TH AVE/SE CORA ST	45.49187	-122.63941	PGE
PTLDOR,SE 26TH AVE/SE FRANCIS ST	45.49492	-122.63944	PGE
PTLDOR,SE 26TH AVE/SE INSLEY ST	45.48351	-122.63951	PGE
PTLDOR,SE 26TH AVE/SE RAYMOND ST	45.48679	-122.63943	PGE
PTLDOR,SE 26TH AVE/SE WASHINGTON	45.51853	-122.63931	PGE
PTLDOR,SE 26TH/SE MAIN	45.51351	-122.63921	PGE
PTLDOR,SE 27TH AVE/SE HOLGATE BLVD	45.48999	-122.63849	PGE
PTLDOR,SE 28TH AV/SE PINE ST	45.5206	-122.63744	PGE
PTLDOR,SE 28TH PL/SE RHONE ST	45.49615	-122.63646	PGE
PTLDOR,SE 28TH PL/SE TAGGART ST	45.50267	-122.6364	PGE
PTLDOR,SE 29TH AVE/SE CORA ST	45.49149	-122.63546	PGE
PTLDOR,SE 29TH AVE/SE GLADSTONE ST	45.49352	-122.63586	PGE
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PTLDOR,SE 29TH AVE/SE WAVERLEIGH BL	45.498268	122.635445	PGE
PTLDOR,SE 32ND AVE/SE CORA ST	45.4923	-122.63242	PGE
PTLDOR,SE 32ND PL/SE MARKET ST	45.5107	-122.63184	PGE
PTLDOR,SE 33RD AVE/SE PINE ST	45.52073	-122.63099	PGE
PTLDOR,SE 34TH AVE/SE CLINTON ST	45.50408	-122.62975	PGE
PTLDOR,SE 34TH AVE/SE POWELL BLVD	45.49596	-122.62915	PGE
PTLDOR,SE 34TH AVE/SE RAYMOND ST	45.48646	-122.62893	PGE
PTLDOR,SE 36TH AVE/SE CENTER ST	45.49411	-122.62678	PGE
PTLDOR,SE 36TH AVE/SE SCHILLER ST	45.4885	-122.62651	PGE
PTLDOR,SE 37TH AVE/SE HARRISON ST	45.50869	-122.62558	PGE

PTLDOR,SE 37TH AVE/SE SHERMAN ST	45.50615	-122.62566	PGE
PTLDOR,SE 39TH AVE/SE ALDER ST	45.51775	-122.62319	PGE
PTLDOR,SE 39TH AVE/SE DIVISION ST	45.50462	-122.62245	PGE
PTLDOR,SE 39TH AVE/SE FRANKLIN ST	45.49868	-122.62248	PGE
PTLDOR,SE 39TH AVE/SE GRANT ST	45.50737	-122.62245	PGE
PTLDOR,SE 39TH AVE/SE OAK ST	45.5202	-122.62331	PGE
PTLDOR,SE 39TH AVE/SE RAYMOND ST	45.48657	-122.62239	PGE
PTLDOR,SE 39TH AVE/SE STEPHENS ST	45.50955	-122.62251	PGE
PTLDOR,SE 39TH AVE/SE WOODWARD ST	45.50229	-122.62254	PGE
PTLDOR,SE 3RD AVE/SE HARRISON ST	45.50902	-122.66305	PGE
PTLDOR,SE 40TH AVE/SE PARDEE ST	45.48963	-122.62159	PGE
PTLDOR,SE 41ST AVE/SE MORRISON ST	45.51739	-122.62037	PGE
PTLDOR,SE 42ND AVE/43RD/SE TIBETTS ST	45.50068	-122.61875	PGE
PTLDOR,SE 42ND AVE/SE CLAY ST	45.51045	-122.61927	PGE
PTLDOR,SE 42ND AVE/SE HOLTGATE BLVD	45.49114	-122.61921	PGE
PTLDOR,SE 42ND AVE/SE SHERMAN ST	45.50671	-122.61895	PGE
PTLDOR,SE 43RD AVE/SE DIVISION ST	45.50551	-122.61827	PGE
PTLDOR,SE 45TH AVE/SE SHERMAN ST	45.50717	-122.61642	PGE
PTLDOR,SE 46TH AVE/SE ALDER ST	45.51778	-122.61508	PGE
PTLDOR,SE 46TH AVE/SE HARRISON ST	45.50976	-122.61494	PGE
PTLDOR,SE 46TH AVE/SE WOODWARD ST	45.50203	-122.61523	PGE
PTLDOR,SE 49TH AVE/SE MADISON ST	45.51283	-122.61257	PGE
PTLDOR,SE 50TH AVE /SE IVON ST	45.50415	-122.61119	PGE
PTLDOR,SE 50TH AVE/SE ASH ST	45.52132	-122.61184	PGE
PTLDOR,SE 50TH AVE/SE CLAY ST	45.5111	-122.6117	PGE
PTLDOR,SE 50TH AVE/SE HARRISON ST	45.50859	-122.61155	PGE
PTLDOR,SE 52ND AVE/SE ANKENY ST	45.52265	-122.6103	PGE
PTLDOR,SE 52ND AVE/SE SHERMAN ST	45.50453	-122.60908	PGE
PTLDOR,SE 52ND AVE/SE TAGGART CT	45.50248	-122.60917	PGE
PTLDOR,SE 53RD AVE/SE LINCOLN ST	45.50948	-122.60642	PGE
PTLDOR,SE 53RD AVE/SE MADISON ST	45.5128	-122.60823	PGE
PTLDOR,SE 53RD AVE/SE STARK ST	45.52073	-122.60909	PGE
PTLDOR,SE 53RD AVE/SE WASHINGTON ST	45.51842	-122.60899	PGE
PTLDOR,SE 55TH AVE/SE MORRISON ST	45.51733	-122.60706	PGE
PTLDOR,SE 56TH AVE/SE TIBBETTS ST	45.50042	-122.60486	PGE
PTLDOR,SE 57TH AVE/SE HAWTHORNE BLVD1	45.51113	-122.60462	PGE
PTLDOR,SE 58TH AVE/SE DIVISION ST	45.50453	-122.60321	PGE
PTLDOR,SE 59TH AVE/SE KELLY ST	45.49952	-122.60201	PGE
PTLDOR,SE 60TH AVE/SE CLINTON ST	45.50254	-122.60109	PGE
PTLDOR,SE 60TH AVE/SE GRANT ST	45.50722	-122.6015	PGE
PTLDOR,SE 60TH AVE/SE MADISON ST	45.51301	-122.60205	PGE
PTLDOR,SE 60TH AVE/SE STEPHENS ST	45.50977	-122.60202	PGE
PTLDOR,SE 64TH AVE/SE CLINTON ST	45.50298	-122.59764	PGE
PTLDOR,SE 65TH AVE/SE STARK ST	45.51919	-122.59648	PGE
PTLDOR,SE 68TH AVE/SE CLINTON ST	45.50412	-122.59342	PGE
PTLDOR,SE 6TH AVE/SE STEPHENS ST	45.5095	-122.65958	PGE
PTLDOR,SE 70TH AVE/SE BELMONT ST	45.51653	-122.59115	PGE
PTLDOR,SE 70TH AVE/SE TAGGART ST	45.50249	-122.59147	PGE
PTLDOR,SE 72ND AVE/SE GRANT ST	45.50696	-122.58857	PGE
PTLDOR,SE 72ND AVE/SE STEPHENS ST	45.50979	-122.58873	PGE
PTLDOR,SE 73RD AVE/SE TAYLOR ST	45.5144	-122.58748	PGE
PTLDOR,SE 76TH AVE/SE YAMHILL ST	45.51652	-122.58542	PGE
PTLDOR,SE 77TH AVE/SE MILL ST	45.51	-122.5837	PGE
PTLDOR,SE 7TH AVE/SE LINCOLN ST	45.50785	-122.65898	PGE
PTLDOR,SE 7TH/SE MARKET	45.511	-122.659	PGE

PTLDOR,SE 80TH AVE/SE HARRISON ST	45.50906	-122.58122	PGE
PTLDOR,SE 80TH AVE/SE MADISON ST	45.51279	-122.58162	PGE
PTLDOR,SE 80TH AVE/SE TAYLOR ST	45.51539	-122.58162	PGE
PTLDOR,SE 82ND AVE/SE TAGGART ST	45.50255	-122.57831	PGE
PTLDOR,SE 84TH AVE/SE MAIN ST	45.51406	-122.57709	PGE
		-	
PTLDOR,SE 8TH AVE/SE DIVISION PL	45.504433	122.657852	PGE
PTLDOR,SE 92ND AVE/SE LINCOLN ST	45.50731	-122.56879	PGE
PTLDOR,SE 9TH AVE/SE POWELL BLVD	45.50089	-122.65663	PGE
PTLDOR,SE 9TH AVE/SE RHINE ST	45.49853	-122.65668	PGE
PTLDOR,SE 9TH AVE/SE WOODWARD ST	45.50239	-122.65662	PGE
PTLDOR,SE ALDER ST/SE 10TH AVE	45.51828	-122.65572	PGE
PTLDOR,SE ALDER ST/SE 2ND AVE	45.51787	-122.66363	PGE
PTLDOR,SE ALDER ST/SE 36TH AVE	45.51787	-122.62701	PGE
PTLDOR,SE ANKENY ST/SE 26TH AVE	45.52203	-122.63884	PGE
PTLDOR,SE ANKENY ST/SE 30TH AV	45.52207	-122.63577	PGE
PTLDOR,SE ANKENY ST/SE 32ND AV	45.52224	-122.63182	PGE
PTLDOR,SE ANKENY ST/SE 7TH AVE	45.52216	-122.65864	PGE
PTLDOR,SE ASH ST/SE 15TH AVE	45.52157	-122.65073	PGE
PTLDOR,SE ASH ST/SE 2ND AVE	45.52143	-122.66366	PGE
PTLDOR,SE ASH ST/SE 41ST AVE	45.52181	-122.61918	PGE
PTLDOR,SE ASH ST/SE 57TH AVE	45.52145	-122.60598	PGE
PTLDOR,SE ASH ST/SE ASH CT	45.52094	-122.59462	PGE
PTLDOR,SE BELMONT ST/SE 16TH AVE	45.51627	-122.64973	PGE
PTLDOR,SE BELMONT ST/SE 31ST AV	45.51637	-122.63304	PGE
PTLDOR,SE BELMONT ST/SE 37TH AVE	45.51631	-122.62554	PGE
PTLDOR,SE BELMONT ST/SE 43RD AVE	45.51681	-122.61757	PGE
PTLDOR,SE BELMONT ST/SE 50TH AVE	45.51671	-122.61121	PGE
PTLDOR,SE BELMONT ST/SE 55TH AVE	45.51671	-122.60705	PGE
PTLDOR,SE BELMONT ST/SE 60TH AVE	45.51662	-122.60211	PGE
PTLDOR,SE BROOKLYN ST/SE 16TH AVE	45.50139	-122.64987	PGE
		-	
PTLDOR,SE BUSH ST/SE 10TH AVE	45.495049	122.655762	PGE
PTLDOR,SE CLAY ST/SE 84TH AVE	45.51146	-122.57733	PGE
PTLDOR,SE CLINTON ST/SE 15TH AVE	45.50359	-122.65083	PGE
PTLDOR,SE CLINTON ST/SE 29TH AVE	45.50361	-122.63548	PGE
PTLDOR,SE CLINTON ST/SE 36TH AVE	45.50349	-122.62613	PGE
PTLDOR,SE COLT DR/SE 28TH AVE	45.48655	-122.63712	PGE
PTLDOR,SE CORA ST/SE 35TH PL	45.49195	-122.62791	PGE
PTLDOR,SE CORA ST/SE 39TH AVE	45.49126	-122.62245	PGE
PTLDOR,SE DIVISION ST/SE 32ND AVE	45.50481	-122.63265	PGE
		-	
PTLDOR,SE DIVISION ST/SE 57TH AVE	45.505318	122.605011	PGE
PTLDOR,SE DIVISION ST/SE 61ST AVE	45.50518	-122.60009	PGE
PTLDOR,SE DIVISION ST/SE 64TH AVE	45.50518	-122.59729	PGE
PTLDOR,SE DIVISION ST/SE 71ST AVE	45.50554	-122.59042	PGE
PTLDOR,SE FRANCIS ST/SE 35TH PL	45.49469	-122.62589	PGE
PTLDOR,SE FRANKLIN ST/SE 7TH AVE	45.49984	-122.65906	PGE
PTLDOR,SE GLADSTONE ST/SE 33RD PL12	45.49359	-122.63099	PGE
PTLDOR,SE GLADSTONE ST/SE 39TH AVE	45.49346	-122.62223	PGE
PTLDOR,SE GLADSTONE ST/SE 45TH	45.49364	-122.61584	PGE
PTLDOR,SE GRAND AVE/SE CARUTHERS ST	45.50538	-122.66044	PGE
PTLDOR,SE GRANT/SE 24TH	45.50718	-122.64177	PGE
PTLDOR,SE HARRISON ST/SE 26TH AVE	45.5086	-122.63961	PGE
PTLDOR,SE HAWTHORNE BLVD/SE 13TH AVE	45.51207	-122.65278	PGE
PTLDOR,SE HAWTHORNE BLVD/SE 31ST AVE	45.51219	-122.63369	PGE

PTLDOR,SE HAWTHORNE BLVD/SE 40TH AVE	45.51197	-122.62156	PGE
PTLDOR,SE HAWTHORNE BLVD/SE 47TH AVE	45.51193	-122.61532	PGE
PTLDOR,SE HAWTHORNE BLVD/SE 87TH AVE	45.51213	-122.57394	PGE
PTLDOR,SE HAWTHORNE/SE 16TH	45.51225	-122.64916	PGE
PTLDOR,SE HAWTHORNE/SE 23RD	45.51199	-122.64256	PGE
PTLDOR,SE HAWTHORNE/SE 28TH	45.5122	-122.637	PGE
PTLDOR,SE HOLTGATE BLVD/SE 30TH AVE	45.49014	-122.63458	PGE
PTLDOR,SE HOLTGATE BLVD/SE 45TH AVE	45.49025	-122.61543	PGE
PTLDOR,SE HOLTGATE BLVD/SE 52ND AVE	45.49049	-122.60946	PGE
PTLDOR,SE IVON ST/SE 46TH AVE	45.50409	-122.61491	PGE
PTLDOR,SE LADD AVE/SE PALM ST	45.51025	-122.6517	PGE
PTLDOR,SE LINCOLN ST/SE 32ND PL	45.508045	-122.63166	PGE
PTLDOR,SE MAIN ST/SE 38TH AVE	45.51345	-122.62471	PGE
PTLDOR,SE MAIN ST/SE 43RD AVE	45.51327	-122.61866	PGE
PTLDOR,SE MAIN ST/SE 6TH AVE	45.51363	-122.6597	PGE
PTLDOR,SE MARKET ST/SE 76TH AVE	45.51095	-122.58626	PGE
PTLDOR,SE MARKET ST/SE 89TH AVE	45.51078	-122.57128	PGE
PTLDOR,SE MILWAUKEE AVE/SE MITCHELL ST	45.48515	-122.64976	PGE
PTLDOR,SE MILWAUKEE ST/SE HOLTGATE BLVD	45.49014	-122.65122	PGE
PTLDOR,SE MILWAUKEE ST/SE RHONE ST	45.49605	-122.65341	PGE
PTLDOR,SE MILWAUKIE ST/SE CENTER ST	45.49423	-122.6531	PGE
PTLDOR,SE MILWAUKIE ST/SE MALL ST	45.49162	-122.65195	PGE
PTLDOR,SE MORRISON ST/SE 23RD AVE	45.51687	-122.64139	PGE
PTLDOR,SE MORRISON ST/SE 34TH AV	45.51714	-122.62912	PGE
PTLDOR,SE MORRISON ST/SE 84TH AVE	45.51678	-122.57782	PGE
PTLDOR,SE MORRISON ST/SE WASHINGTON ST	45.51675	-122.56677	PGE
PTLDOR,SE PARDEE ST/SE 33RD AVE	45.48956	-122.63167	PGE
PTLDOR,SE PINE ST/SE 30TH PL	45.52064	-122.63408	PGE
PTLDOR,SE PINE/SE 17TH	45.52051	-122.64868	PGE
PTLDOR,SE RAYMOND ST/SE 36TH PL	45.48657	-122.62546	PGE
PTLDOR,SE REEDWAY ST/SE 26TH AVE	45.4817	-122.64072	PGE
PTLDOR,SE SALMON ST/SE 29TH AV	45.51424	-122.63626	PGE
PTLDOR,SE SALMON ST/SE 33RD AVE	45.514252	122.631035	PGE
PTLDOR,SE SALMON ST/SE 46TH AVE	45.51458	-122.61528	PGE
PTLDOR,SE SALMON ST/SE 50TH AVE	45.51442	-122.6115	PGE
PTLDOR,SE SALMON ST/SE 57TH AVE	45.51409	-122.60477	PGE
PTLDOR,SE SALMON/SE 1ST	45.51428	-122.66466	PGE
PTLDOR,SE SCHILLER ST/SE 38TH AVE	45.48827	-122.62409	PGE
PTLDOR,SE SCHILLER ST/SE 52ND AVE	45.48801	-122.60762	PGE
PTLDOR,SE SCOTT DR/SE MORRISON ST	45.51836	-122.59844	PGE
PTLDOR,SE SHERMAN ST/SE 22ND AVE	45.50616	-122.64361	PGE
PTLDOR,SE SHERMAN ST/SE 48TH AVE	45.50653	-122.61266	PGE
PTLDOR,SE SHERMON ST/SE 80TH AVE	45.50651	-122.58082	PGE
PTLDOR,SE STARK ST/SE 30TH AVE	45.51936	-122.63494	PGE
PTLDOR,SE STARK ST/SE 34TH AVE	45.51922	-122.62969	PGE
PTLDOR,SE STARK ST/SE 42ND AVE	45.51912	-122.61881	PGE
PTLDOR,SE STARK ST/SE 46TH AVE	45.51932	-122.61456	PGE
PTLDOR,SE STARK ST/SE 50TH AVE	45.51908	-122.61196	PGE
PTLDOR,SE STARK ST/SE 57TH AVE	45.51908	-122.60488	PGE
PTLDOR,SE STARK ST/SE 61ST AVE	45.51919	-122.60082	PGE
PTLDOR,SE STARK ST/SE SANDY	45.51939	-122.65818	PGE
PTLDOR,SE STARK ST/SE WATER AVE	45.51946	-122.66526	PGE
PTLDOR,SE STEELE ST/SE 28TH AVE	45.48481	-122.63717	PGE
PTLDOR,SE STEELE ST/SE 34TH AVE	45.48487	-122.62877	PGE

PTLDOR,SE STEELE ST/SE 36TH PL	45.48482	-122.62586	PGE
PTLDOR,SE STEPHENS ST/SE 10TH AVE	45.50954	-122.65594	PGE
PTLDOR,SE STEPHENS ST/SE 28TH AVE	45.50978	-122.63679	PGE
PTLDOR,SE TAYLOR ST/SE 41ST AVE	45.5151	-122.6209	PGE
PTLDOR,SE TAYLOR ST/SE 53RD AVE	45.51553	-122.60898	PGE
PTLDOR,SE TAYLOR ST/SE 87TH AVE	45.51553	-122.57402	PGE
PTLDOR,SE TAYLOR/SE 10TH	45.51497	-122.65577	PGE
PTLDOR,SE THORBURN ST/SE 70TH AVE	45.52196	-122.59083	PGE
PTLDOR,SE THORBURN ST/SE 73RD AVE	45.52065	-122.58824	PGE
PTLDOR,SE TIBBETTS ST/SE 64TH AVE	45.50012	-122.59741	PGE
PTLDOR,SE WATER AVE/SE YAMHILL	45.51572	-122.66572	PGE
PTLDOR,SE WATER/SE BELMONT	45.51676	-122.66586	PGE
PTLDOR,SE WATER/SE MAIN	45.5136	-122.66594	PGE
PTLDOR,SE WAVERLEIGH BLVD/SE 35TH PL	45.49866	-122.6293	PGE
PTLDOR,SE WOODWARD ST/SE 62ND AVE	45.50132	-122.59962	PGE
PTLDOR,SE YAMHILL CT/SE YAMHILL ST	45.51665	-122.59632	PGE
PTLDOR,SE YAMHILL ST/SE 26TH AVE	45.51562	-122.63931	PGE
PTLDOR,ST HWY 10/SW 39TH DR	45.48421	-122.71552	PGE
PTLDOR,ST HWY 10/SW 39TH DR1	45.48516	-122.71849	PGE
PTLDOR,ST HWY 10/SW BOUNDARY CT	45.48634	-122.72619	PGE
PTLDOR,SW 11TH/SW MAIN	45.51753	-122.68452	PGE
PTLDOR,SW 12TH AVE/SW GROVER ST	45.49765	-122.69339	PGE
PTLDOR,SW 13TH AVE/SW CUSTER DR	45.46962	-122.69223	PGE
PTLDOR,SW 14TH AVE/SW WESTWOOD DR	45.48375	-122.69263	PGE
PTLDOR,SW 16TH AVE/SW HALL ST	45.51371	-122.69229	PGE
PTLDOR,SW 18TH AVE/SW JACKSON ST	45.51221	-122.69525	PGE
PTLDOR,SW 18TH DR/SW WESTWOOD CT	45.48208	-122.69593	PGE
PTLDOR,SW 20TH ST/SW HUME CT	45.46474	-122.69848	PGE
PTLDOR,SW 23RD AVE/SW CALDEW	45.4723	-122.701	PGE
PTLDOR,SW 23RD AVE/SW KANAN ST	45.48162	-122.70065	PGE
PTLDOR,SW 26TH AVE/SW NEVADA CT	45.4719	-122.704	PGE
PTLDOR,SW 26TH DR/SW MITCHELL CT	45.48652	-122.70541	PGE
PTLDOR,SW 26TH WAY/SW DOLPH CT	45.46157	-122.70518	PGE
PTLDOR,SW 28TH AVE/SW MOSS ST	45.4676	-122.706	PGE
PTLDOR,SW 32ND AVE/SW MILES ST	45.47143	-122.70936	PGE
PTLDOR,SW 32ND AVE/SW NEBRASKA	45.4772	-122.709	PGE
PTLDOR,SW 34TH AVE/SW FALCON ST	45.4661	-122.712	PGE
PTLDOR,SW 34TH AVE/SW MILES ST	45.4714	-122.712	PGE
PTLDOR,SW 34TH AVE/SW NEVADA CT	45.4741	-122.712	PGE
PTLDOR,SW 35TH AVE/SW ALICE ST	45.45833	-122.71335	PGE
PTLDOR,SW 35TH AVE/SW LOGAN ST	45.4701	-122.713	PGE
PTLDOR,SW 36TH AVE/SW CALDEW ST	45.4711	-122.714	PGE
PTLDOR,SW 37TH AVE /SW CALIFORNIA ST	45.4749	-122.715	PGE
PTLDOR,SW 37TH AVE/SW SPRING GARDEN CT	45.46261	-122.71555	PGE
PTLDOR,SW 3RD AVE/SW TEXAS ST	45.47386	-122.68163	PGE
PTLDOR,SW 41ST AVE/SW LOOP DR	45.47843	-122.72021	PGE
PTLDOR,SW 42ND AVE/ SW COLLINS ST	45.45566	-122.71997	PGE
PTLDOR,SW 46TH PL/SW VERMONT ST	45.4776	-122.72588	PGE
PTLDOR,SW 47TH AVE/SW PENDLETON ST	45.48059	-122.72511	PGE
PTLDOR,SW 4TH AVE/SW HOOKER ST	45.50191	-122.68178	PGE
PTLDOR,SW 6TH AVE DR/SW LOWELL DR	45.49399	-122.68451	PGE
PTLDOR,SW ADMIRAL CT/SW ADMIRAL ST	45.48774	-122.72135	PGE
PTLDOR,SW ALICE ST/SW BARBUR BLVD	45.45827	-122.70899	PGE
PTLDOR,SW ALTADENA AVE/SW ALTADENA TERR	45.49351	-122.70893	PGE
PTLDOR,SW BANCROFT ST/SW 6TH AVE	45.49225	-122.68376	PGE

PTLDOR,SW BARBUR BLVD/SW BARBUR BLVD	45.48752	-122.68295	PGE
PTLDOR,SW BARBUR BLVD/SW TAYLORS FERRY RD	45.45632	-122.71398	PGE
PTLDOR,SW BERTHA BLVD/SW CAPITOL HILL RD	45.47411	-122.69567	PGE
PTLDOR,SW BERTHA CT/SW CAPITOL HWY	45.47738	-122.69701	PGE
PTLDOR,SW BOUNDARY ST/SW 25TH AVE	45.48459	-122.70249	PGE
PTLDOR,SW CANBY CT/SW CAPITOL HILL RD	45.4694	-122.701	PGE
PTLDOR,SW CANBY ST/SW 37TH AVE	45.46904	-122.71527	PGE
PTLDOR,SW CANBY ST/SW 40TH CT	45.46914	-122.71943	PGE
PTLDOR,SW CAPITOL HILL RD/SW 17TH DR	45.4721	-122.696	PGE
PTLDOR,SW CAPITOL HILL RD/SW FALCON ST	45.46671	-122.69998	PGE
PTLDOR,SW CAPITOL HWY /SW VERMONT AVE	45.47614	-122.70226	PGE
PTLDOR,SW CAPITOL HWY/SW 34TH AVE	45.4685	-122.711	PGE
PTLDOR,SW CAPITOL HWY/SW 40TH AVE	45.4658	-122.718	PGE
PTLDOR,SW CAPITOL HWY/SW ALICE ST	45.45841	-122.71916	PGE
PTLDOR,SW CAPITOL HWY/SW LOBELIA ST	45.46131	-122.71939	PGE
PTLDOR,SW CAPTOL HWY/SW 31ST AVE	45.46865	-122.70908	PGE
PTLDOR,SW CARDINELL AVE/SW CARDINELL AVE	45.50966	-122.68886	PGE
PTLDOR,SW CARDINELL DR/SW 15TH AVE	45.51125	-122.69174	PGE
PTLDOR,SW CARSON ST/SW 40TH AVE	45.46406	-122.71865	PGE
PTLDOR,SW CLAY ST/SW 17TH AVE	45.51668	-122.69239	PGE
PTLDOR,SW COUNCIL CREST DR/SW CARL PL	45.4916	-122.697	PGE
PTLDOR,SW CUSTER ST/SW 30TH DR	45.46987	-122.70616	PGE
PTLDOR,SW DAKOTA ST/SW 40TH AVE	45.478	-122.717	PGE
PTLDOR,SW DAVENPORT ST/SW DAVENPORT CT	45.50581	-122.69164	PGE
PTLDOR,SW DOLPH CT/SW 30TH AVE	45.4618	-122.708	PGE
PTLDOR,SW DOLPH CT/SW 35TH AVE	45.46169	-122.71163	PGE
PTLDOR,SW DOSCH RD/SW RICHENBERG LN	45.4851	-122.709	PGE
PTLDOR,SW DOSCH RD/SW SEYMOUR ST	45.4893	-122.71	PGE
PTLDOR,SW EDGEWOOD LANE/SW BROADWAY DR	45.50392	-122.69834	PGE
PTLDOR,SW ELIZABETH ST/SW ELIZABETH CT	45.50739	-122.69463	PGE
PTLDOR,SW FAIRMONT BLVD/SW CHESAPEAKE AVE	45.49472	-122.70627	PGE
PTLDOR,SW FAIRMONT BLVD/SW GALE AVE	45.49872	-122.70146	PGE
PTLDOR,SW FAIRMOUNT BLVD/SW FAIRMOUNT BLVD	45.49015	-122.69532	PGE
PTLDOR,SW FAIRMOUNT BLVD1/SW FAIRMOUNT BLVD1	45.49341	-122.69553	PGE
PTLDOR,SW FAIRMOUNT CT/SW FAIRMOUNT BLVD	45.48815	-122.69487	PGE
PTLDOR,SW FLORIDA CT/SW 32ND AVE	45.4756	-122.709	PGE
PTLDOR,SW FLOWER TER/SW DOSCH RD	45.483	-122.71	PGE
PTLDOR,SW GAINES ST/SW 9TH AVE	45.49673	-122.68926	PGE
PTLDOR,SW GAINES ST/SW VETERANS HOSPITAL RD	45.49625	-122.68479	PGE
PTLDOR,SW GIBBS ST/SW 10TH AVE	45.49896	-122.69037	PGE
PTLDOR,SW HAMILTON ST/SW REDONDO AVE	45.49068	-122.70916	PGE
PTLDOR,SW HAWTHORNE TER/SW RAVENSVIEW RD	45.50802	-122.69875	PGE
PTLDOR,SW HILLSDALE AVE/SW BERTHA AVE	45.49348	-122.70297	PGE
PTLDOR,SW HWY 10/SW 35TH	45.48263	-122.71258	PGE
PTLDOR,SW HWY 10/SW DOSCH RD	45.48183	-122.70853	PGE
PTLDOR,SW ILLINOIS ST/SW 36TH AVE	45.47937	-122.71332	PGE
PTLDOR,SW IOWA ST/SW 30TH AVE	45.4797	-122.708	PGE
PTLDOR,SW IOWA ST/SW 41ST AVE	45.4803	-122.72	PGE
PTLDOR,SW KELLY AVE/SW BANCROFT ST	45.49319	-122.67464	PGE
PTLDOR,SW KELLY AVE/SW LANE ST	45.49572	-122.67481	PGE
PTLDOR,SW LAVIEW DR/SW CORBETT ST	45.47307	-122.67598	PGE
PTLDOR,SW MARQUAM HILL RD/SW MARQUAM HILL RD	45.49661	-122.69621	PGE
PTLDOR,SW MITCHELL ST/SW BOUNDARY ST	45.48476	-122.71483	PGE

PTLDOR,SW MITCHELL ST/SW DOSCH RD	45.48574	-122.71143	PGE
PTLDOR,SW MONTGOMERY DR/SW GABLE AVE	45.51472	-122.69518	PGE
PTLDOR,SW MONTGOMERY ST/SW 13TH AVE	45.51353	-122.68858	PGE
PTLDOR,SW MOODY AVE/SW HAMILTON CT	45.49018	-122.67223	PGE
PTLDOR,SW MULTNOMAH BLVD/SW 25TH AVE	45.4656	-122.703	PGE
PTLDOR,SW MULTNOMAH BLVD/SW 28TH AVE	45.466	-122.706	PGE
PTLDOR,SW MULTNOMAH BLVD/SW 31ST AVE	45.46641	-122.70915	PGE
PTLDOR,SW MULTNOMAH BLVD/SW 36TH AVE	45.46726	-122.71445	PGE
PTLDOR,SW MULTNOMAH BLVD/SW 40TH AVE	45.46763	-122.7186	PGE
PTLDOR,SW MYRTLE DR/SW MYRTLE DR	45.50834	-122.69178	PGE
PTLDOR,SW NEVADA CT/SW 36TH AVE	45.4728	-122.714	PGE
PTLDOR,SW RAVENSVIEW RD/SW HILLCREST ST	45.50705	-122.70233	PGE
PTLDOR,SW SHERWOOD DR/SW SHERWOOD PL	45.50267	-122.69595	PGE
PTLDOR,SW SPRING GARDEN ST/SW 30TH AVE	45.46354	-122.70968	PGE
PTLDOR,SW STATE HWY 10/SW 21ST AVE	45.47829	-122.69908	PGE
PTLDOR,SW STATE HWY 10/SW HILLSDALE RD	45.48066	-122.70484	PGE
PTLDOR,SW SUNSET BLVD/SW DEWITT ST	45.48005	-122.69487	PGE
PTLDOR,SW TEXAS ST/SW 28TH AVE	45.4735	-122.706	PGE
PTLDOR,SW TROY ST/SW 25TH AVE	45.4684	-122.703	PGE
PTLDOR,SW VERMONT ST/SW IDAHO TER	45.4761	-122.717	PGE
PTLDOR,SW VIEWPOINT TER/SW ABERNATHY ST	45.49484	-122.6779	PGE
PTLDOR,SW WARRENS WY/SW GREENLEAF DR	45.50194	-122.72294	PGE
PTLDOR,SW WHITAKER ST/SW CORBETT AVE	45.49873	-122.67619	PGE
PTLDOR,SE STEELE ST/SE 32ND AVE	45.48487	-122.63232	PGE
PTLDOR,SE 14TH/SE MAIN	45.51362	-122.65168	PGE
PTLDOR,SE 17TH/SE SALMON	45.51425	-122.64864	PGE
PTLDOR,SE 24TH AVE/SE PINE ST	45.5205	-122.64136	PGE
PTLDOR,SE SHERMAN ST/SE 10TH AVE	45.50667	-122.65594	PGE

Pole Name	Latitude	Longitude	Pole Owner
PTLDOR,722 SE DIVISION/SE 7TH-1	45.50622	-122.6586	PTLD
PTLDOR,NE 47TH/NE GLISAN	45.5266	-122.61492	PTLD
PTLDOR,NE 67TH/NE GLISAN	45.52634	-122.59459	PTLD
PTLDOR,NE MULTNOMAH ST/NE 33RD AVE	45.53183	-122.63081	PTLD
PTLDOR,NW JOHNSON ST/NW 15TH AVE	45.52864	-122.68611	PTLD
PTLDOR,SE 12TH AVE/SE MORRISON ST	45.51731	-122.65358	PTLD
PTLDOR,SE 7TH/SE DIVISION	45.50658	-122.65896	PTLD
PTLDOR,SE DIVISION/SE 39TH	45.50483	-122.62251	PTLD
PTLDOR,SE DIVISION/SE 57TH AVE	45.50541	-122.60482	PTLD
PTLDOR,SE GLADSTONE ST/SE 32ND AVE	45.49355	-122.63292	PTLD
PTLDOR,SE HAWTHORNE BLVD/SE 49TH	45.51212	-122.61247	PTLD
PTLDOR,SE HAWTHORNE/SE 34TH	45.5121	-122.62964	PTLD
PTLDOR,SE HOLTGATE BLVD/SE 28TH AVE	45.49021	-122.6378	PTLD
PTLDOR,SE MARKET ST/SE I-205	45.51098	-122.56613	PTLD
PTLDOR,SE STARK/SE 60TH	45.51939	-122.60207	PTLD
PTLDOR,SW 12TH DR/SW TEXAS ST	45.47414	-122.69051	PTLD
PTLDOR,SW CAPITOL HWY/SW MULTNOMAH VIADUCT	45.46733	-122.71545	PTLD
PTLDOR,SW NAITO PKWAY/SW CLAY ST	45.51211	-122.67576	PTLD
PTLDOR,SW RIVER PARKWAY/SW RIVER DR	45.50735	-122.67444	PTLD
PTLDOR,SW VERMONT ST/SW CAPITOL HWY	45.47606	-122.70685	PTLD
PTLDOR,N KERBY AVE/N GRAHM ST	45.54297	-122.67245	PTLD

PTLDOR,SW 3RD/SW MORRISON	45.51855	-122.67556	PTLD
PTLDOR,SW FAIRMOUNT BLVD/SW SHERWOOD PL	45.497391	122.699036	PTLD
PTLDOR,SW FAIRMOUNT BLVD2/SW FAIRMOUNT BLVD2	45.499916	-122.70417	PTLD
PTLDOR,SW PENDLETON ST/SW TOWER WY	45.480499	122.716331	PTLD
PTLDOR,NE 11TH AVE/NE HOLLADAY ST	45.52994	-122.65471	PTLD
PTLDOR,NE 13TH AVE/NE HOLLADAY ST	45.53017	-122.65244	PTLD
PTLDOR,NE 15TH AVE/NE HALSEY ST	45.53355	-122.65054	PTLD
PTLDOR,NE 20TH AVE/HWY 84	45.53008	-122.64505	PTLD
PTLDOR,NE 2ND AVE/NE DAVIS ST	45.52517	-122.66392	PTLD
PTLDOR,NE 33RD AVE/NE HWY 84 RAMP	45.53342	-122.63084	PTLD
PTLDOR,NE COUCH ST/NE MLK BLVD	45.52372	-122.66193	PTLD
PTLDOR,NE GRAND AVE/NE MULTNOMAH ST	45.53172	-122.66057	PTLD
PTLDOR,NE GRAND AVE/NE OREGON ST	45.52878	-122.66078	PTLD
PTLDOR,NE GRAND AVE/NE WEIDLER	45.53444	-122.66072	PTLD
PTLDOR,NE HOLLADAY ST/NE 3RD AVE	45.52996	-122.66266	PTLD
PTLDOR,NE HOLLADAY ST/NE 7TH AVE	45.52989	-122.6584	PTLD
PTLDOR,NE IRVING ST/NE 20TH AVE	45.52782	-122.64542	PTLD
PTLDOR,NE MLK BLVD/NE CLACKAMAS ST	45.53278	-122.66194	PTLD
PTLDOR,NE MULTNOMAH/NE 16TH	45.53144	-122.64929	PTLD
PTLDOR,NE MULTNOMAH/NE 9TH	45.53157	-122.656	PTLD
PTLDOR,NE WEILDER/NE 10TH AVE	45.53428	-122.65543	PTLD
PTLDOR,NW 11TH AVE/NW FLANDERS ST	45.52577	-122.68231	PTLD
PTLDOR,NW 12TH AVE /NW DAVIS ST	45.52442	-122.68312	PTLD
PTLDOR,NW 14TH AVE/NW FLANDERS ST	45.52573	-122.68522	PTLD
PTLDOR,NW 14TH AVE/NW THURMAN ST	45.53581	-122.68597	PTLD
PTLDOR,NW 4TH AVE/NW HOYT ST	45.52725	-122.67462	PTLD
PTLDOR,NW 9TH AVE/NW FLANDERS	45.52582	-122.68013	PTLD
PTLDOR,NW 9TH AVE/NW LOVEJOY ST	45.53009	-122.68044	PTLD
PTLDOR,NW BROADWAY/NW LOVEJOY ST	45.52965	-122.67743	PTLD
PTLDOR,NW BURNSIDE ST/NW 10TH AVE	45.52306	-122.68225	PTLD
PTLDOR,NW BURNSIDE ST/NW 17TH AVE	45.52285	-122.68807	PTLD
PTLDOR,NW COUCH ST/NW 9TH AVE	45.52367	-122.68002	PTLD
PTLDOR,NW COUCH ST/NW BROADWAY	45.52373	-122.67755	PTLD
PTLDOR,NW DAVIS ST/NW 15TH AVE	45.52436	-122.68589	PTLD
PTLDOR,NW DAVIS ST/NW 6TH AVE	45.52439	-122.67634	PTLD
PTLDOR,NW EVERETT ST/NW 8TH AVE	45.52524	-122.67837	PTLD
PTLDOR,NW FLANDERS ST/NW 5TH AVE	45.52581	-122.67574	PTLD
PTLDOR,NW GLISAN ST/NW BROADWAY	45.52665	-122.67775	PTLD
PTLDOR,NW HOYT ST/NW 10TH AVE	45.52741	-122.68151	PTLD
PTLDOR,NW LOVEJOY ST/NW 16TH AVE	45.53015	-122.6877	PTLD
PTLDOR,NW PARK AVE/NW HOYT ST	45.52725	-122.67932	PTLD
PTLDOR,SE BELMONT/SE 12TH	45.5165	-122.65363	PTLD
PTLDOR,SE BELMONT/SE 7TH	45.51653	-122.65851	PTLD
PTLDOR,SE BURNSIDE ST/SE 73RD AVE	45.52286	-122.58776	PTLD
PTLDOR,SE DIVISION ST/SE 82ND AVE	45.50475	-122.57856	PTLD
PTLDOR,SE DIVISION ST/SE LADD	45.50777	-122.64466	PTLD
PTLDOR,SE GRAND AVE/SE HAWTHORNE	45.51235	-122.66088	PTLD
PTLDOR,SE HAWTHORNE/SE 10TH	45.51231	-122.65585	PTLD
PTLDOR,SE MLK BLVD/SE STARK ST	45.51929	-122.66171	PTLD
PTLDOR,SE MLK BLVD/SE TAYLOR	45.51505	-122.66202	PTLD
PTLDOR,SE SANDY AVE/SE 9TH	45.52078	-122.65661	PTLD
PTLDOR,SW 10TH AVE/SW 11TH DR	45.47426	-122.68879	PTLD
PTLDOR,SW 10TH AVE/SW 12TH DR	45.47276	-122.68848	PTLD

PTLDOR,SW 10TH/SW TAYLOR	45.51868	-122.68302	PTLD
PTLDOR,SW 11TH/SW WASHINGTON	45.5215	-122.68261	PTLD
PTLDOR,SW 11TH/SW YAMHILL	45.51951	-122.68353	PTLD
PTLDOR,SW 12TH/SW COLUMBIA	45.51599	-122.68648	PTLD
PTLDOR,SW 12TH/SW MORRISON	45.52068	-122.68397	PTLD
PTLDOR,SW 12TH/SW SALMON	45.51841	-122.6852	PTLD
PTLDOR,SW 13TH AVE/SW CHESTNUT DR	45.47483	-122.69305	PTLD
PTLDOR,SW 13TH/SW ALDER	45.52169	-122.68493	PTLD
PTLDOR,SW 13TH/SW JEFFERSON	45.517	-122.68735	PTLD
PTLDOR,SW 14TH AVE/SW VERMONT AVE	45.47568	-122.69468	PTLD
PTLDOR,SW 14TH/SW WASHINGTON	45.52226	-122.68534	PTLD
PTLDOR,SW 2ND AVE/SW ANKENY ST	45.52243	-122.67207	PTLD
PTLDOR,SW 2ND/SW SALMON	45.51612	-122.67568	PTLD
PTLDOR,SW 3RD/SW TAYLOR	45.51681	-122.67625	PTLD
PTLDOR,SW 3RD/SW WASHINGTON	45.51947	-122.67479	PTLD
PTLDOR,SW 45TH AVE/SW VERMONT ST	45.47642	-122.72296	PTLD
PTLDOR,SW 4TH/SW CLAY	45.51329	-122.67924	PTLD
PTLDOR,SW 4TH/SW MADISON	45.5154	-122.67844	PTLD
PTLDOR,SW 4TH/SW MORRISON	45.5187	-122.676	PTLD
PTLDOR,SW 4TH/SW OAK	45.5213	-122.675	PTLD
PTLDOR,SW 5TH AVE/SW HARRISON ST	45.51093	-122.68225	PTLD
PTLDOR,SW 5TH AVE/W BURNSIDE ST	45.52308	-122.67542	PTLD
PTLDOR,SW 5TH/SW COLUMBIA	45.51407	-122.68023	PTLD
PTLDOR,SW ALDER/SW 10TH	45.52049	-122.68162	PTLD
PTLDOR,SW ALDER/SW 2ND	45.51851	-122.67407	PTLD
PTLDOR,SW BARBUR BLVD/SW 3RD AVE	45.47123	-122.68162	PTLD
PTLDOR,SW BARBUR BLVD/SW 41ST AVE	45.45454	-122.71848	PTLD
PTLDOR,SW BROADWAY/SW MORRISON	45.51924	-122.67953	PTLD
PTLDOR,SW BROADWAY/SW OAK	45.52187	-122.6781	PTLD
PTLDOR,SW BROADWAY/SW WASHINGTON	45.52052	-122.67878	PTLD
PTLDOR,SW BROADWAY/SW YAMHILL	45.51862	-122.68027	PTLD
PTLDOR,SW BURNSIDE/SW 13TH	45.5228	-122.684	PTLD
PTLDOR,SW CHESTNUT DR/SW 14TH AVE	45.47317	-122.6933	PTLD
PTLDOR,SW CHESTNUT DR/SW FLORIDA ST	45.47551	-122.69045	PTLD
PTLDOR,SW COLUMBIA/SW PARK	45.51516	-122.68397	PTLD
PTLDOR,SW JEFFERSON/SW 10TH	45.51609	-122.68436	PTLD
PTLDOR,SW MADISON/BROADWAY	45.51609	-122.68117	PTLD
PTLDOR,SW MARKET/SW 3RD	45.5123	-122.679	PTLD
PTLDOR,SW NAITO PKWAY/SW PINE ST	45.52092	-122.67074	PTLD
PTLDOR,SW NEVADA ST/SW 12TH AVE	45.47283	-122.6907	PTLD
PTLDOR,SW PINE/SW 2ND	45.5213	-122.673	PTLD
PTLDOR,SW SALMON/SW 6TH	45.51688	-122.67947	PTLD
PTLDOR,SW ST HWY 10/SW CAPITOL HWY	45.47839	-122.69521	PTLD
PTLDOR,SW STARK/SW 10TH	45.52218	-122.68115	PTLD
PTLDOR,SW STARK/SW 2ND	45.51993	-122.67332	PTLD
PTLDOR,SW TAYLOR/SW 13TH	45.51966	-122.68606	PTLD
PTLDOR,SW TAYLOR/SW BROADWAY	45.51815	-122.68053	PTLD
PTLDOR,SW TERWILLIGER BLVD/SW BARBUR BLVD	45.47128	-122.6859	PTLD
PTLDOR,SW CAPITOL HWY/SW TEXAS ST	45.4736	-122.708	PTLD
PTLDOR,SW MAIN/SW 5TH	45.51633	-122.67926	PTLD

APPENDIX A

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

Pursuant to ORS 279B.220, on every public Contract, the Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Contract; shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

- Pursuant to ORS 279C.505, on public improvement Contracts, the Contractor shall make payments promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in such Contract. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract. The Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.

- Pursuant to ORS 279C.510 (1), in every public Contract for demolition the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public Contract and every public improvement Contract for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

- Pursuant to ORS 279B.230(1), in every public Contract, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, Contract or agreement for the purpose of providing or paying for the services.

- Pursuant to ORS 279B.230(2), in every public Contract, all subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

- Pursuant to ORS 279C.515(1), on public improvement Contracts, if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public Contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such Contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

- Pursuant to ORS 279C.515(2), on public improvement Contracts, if the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement Contract within 30 days after receipt of payment from the Contract agency or a Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the Contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

- Pursuant to ORS 279C.515 (3), in every public improvement Contract and every Contract related to the public improvement Contractor, if the Contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The Contractor shall give notice to employees who work on a public Contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of Contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these Contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under Contracts for services shall receive at least time and a half pay for work performed on the legal holidays

holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The Contractor shall give notice to employees who work on a Contract for services in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530(1), in every public improvement Contract, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for such service. In every public Contract, subject to ORS 279C, all employers working under the Contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279C.580(3)(a), the Contractor shall include in each public improvement subcontract for property or services entered into by the Contractor and a subcontractor, including a material supplier, for the purpose of performing a construction Contract, a payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the public Contracting agency under such Contract, and an interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS279C.515 (2).
- Pursuant to ORS 279C.580(4), the Contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such Contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008