CITY OF BEAVERTON COUNCIL AGENDA

FINAL AGENDA

FORREST C. SOTH CITY COUNCIL CHAMBER
4755 SW GRIFFITH DRIVE
BEAVERTON, OR 97005

REGULAR MEETING
JANUARY 10, 2005
6:30 p.m.

CALL TO ORDER:

ROLL CALL:

Swearing In of City Councilor Cathy Stanton (Council Position No. 3)

PRESENTATIONS:

05007 Diversity Award Presentation

VISITOR COMMENT PERIOD:

COUNCIL ITEMS:

STAFF ITEMS:

CONSENT AGENDA:

Minutes of Regular Meeting of January 3, 2005

05008 Liquor License Application: New Outlet - Eatza Pizza; Greater Privilege - Hilton Garden Inn

05009 A Resolution Declaring the 2004 Fire Prevention Code of the Tualatin Valley Fire and Rescue District Effective Within the City of Beaverton and Repealing City of Beaverton Resolution 3512 (Resolution No. 3800)

Contract Review Board:

05010 Waiver of Sealed Bidding – Purchase Six Vehicles From the State of Oregon Price Agreement

05011 Consultant Contract Award – 2004/2005 Engineering Services for Water Works Utility Infrastructure Improvements

WORK SESSION:

05012 Proposed Procurement of a Human Resources and Payroll Software System

ACTION ITEM:

Contract Review Board:

05013 Contract Award – Authorize the Mayor to Negotiate and Finalize a Purchase Contract for a Human Resources and Payroll Software System Including Installation, Conversion, Training; and Transfer Resolution (Resolution No. 3801)

ORDINANCES:

Second Reading:

05006 An Ordinance Vacating a Portion of Unimproved Right-of-Way of NW 170th Avenue; SV2004-0001 (Ordinance No. 4336)

EXECUTIVE SESSION:

In accordance with ORS 192.660 (1) (d) to conduct deliberations with the persons designated by the governing body to carry on labor negotiations and in accordance with ORS 192.660 (1) (h) to discuss the legal rights and duties of the governing body with regard to litigation or litigation likely to be filed and in accordance with ORS 192.660 (1) (e) to deliberate with persons designated by the governing body to negotiate real property transactions. Pursuant to ORS 192.660 (3), it is Council's wish that the items discussed not be disclosed by media representatives or others.

ADJOURNMENT

This information is available in large print or audio tape upon request. In addition, assistive listening devices, sign language interpreters, or qualified bilingual interpreters will be made available at any public meeting or program with 72 hours advance notice. To request these services, please call 503-526-2222/voice TDD.

AGENDA BILL

Beaverton City Council
Beaverton, Oregon

SUBJECT: Diversity Award Presentation

FOR AGENDA OF: 1/10/05 **BILL NO:** 05007

Mayor's Approval: Rob Drake

DEPARTMENT OF ORIGIN: HR nlb

DATE SUBMITTED: 12/22/04

PROCEEDING: Presentation

EXHIBITS:

BUDGET IMPACT

EXPENDITURE REQUIRED $0	AMOUNT BUDGETED $0	APPROPRIATION REQUIRED $0

HISTORICAL PERSPECTIVE:
In April of 2003, City Council approved the creation of the City of Beaverton Diversity Award to promote appreciation for diversity, human rights, and cultural understanding in the City of Beaverton. The award can be granted to individuals, community or non-profits groups, and/or companies. The Human Rights Advisory Commission gathered the nominations and on December 21, 2004 they voted to award the City's second annual diversity award to three recipients.

Individual Achievement Award Al Contreras is receiving this award for his dedication to creating better understanding between different faiths and cultures in the City of Beaverton. Through his dedication and leadership, Al has been instrumental in creating a dialogue between Christian and Muslim faith groups, bringing speakers of different backgrounds and cultures to area schools and churches, and providing Spanish language classes to adults in the community.

Community Group And Non-Profit Organization Award The Baha'i Youth Workshop is a group of youth who have reached out to schools and churches in Beaverton to promote the message of equality, elimination of racism and unity via dance and performance art. They have participated in Dr. Martin Luther King Jr. Day celebrations and the Beaverton parade.

Business And Industry Award At IBM Beaverton, the Women in Technology Diversity Group sponsored and hosted a weeklong camp for middle school girls to demonstrate that science and technology can be an interesting and rewarding career choice for females. Twenty-six girls from diverse cultures and backgrounds participated in activities ranging from robotics to crime lab methodology. Employees from IBM continue to mentor the participants throughout the school year.

INFORMATION FOR CONSIDERATION:
Mayor Rob Drake and 2004 Human Rights Advisory Commission Chair James Maguire will recognize Al Contreras, the Baha'i Youth Workshop, and IBM Beaverton as the recipients of the 2004 City of Beaverton Diversity Awards and present each recipient with a plaque.

RECOMMENDED ACTION:
City Council members offer their appreciation through the presentation made during a City Council meeting.

DRAFT

BEAVERTON CITY COUNCIL
REGULAR MEETING
JANUARY 3, 2005

CALL TO ORDER:

The Regular Meeting of the Beaverton City Council was called to order by Mayor Rob Drake in the Forrest C. Soth City Council Chamber, 4755 SW Griffith Drive, Beaverton, Oregon, on Monday, January 3, 2005, at 6:40 p.m. p.m.

ROLL CALL:

Mayor Rob Drake, Chief of Staff Linda Adlard and City Councilor Catherine Arnold (Council Position No. 4) were sworn in by City Recorder Sue Nelson

Present were Mayor Drake, Couns. Catherine Arnold, Betty Bode, Dennis Doyle and Fred Ruby. Coun. Cathy Stanton was excused. Also present were City Attorney Alan Rappleyea, Chief of Staff Linda Adlard, Finance Director Patrick O'Claire, Community Development Director Joe Grillo, Engineering Director Tom Ramisch, Operations/ Maintenance Director Gary Brentano, Library Director Ed House, Human Resource Services Manager Nancy Bates, Police Chief David Bishop, Development Services Manager Steven Sparks, Associate Planner Tyler Ryerson and City Recorder Sue Nelson.

Coun. Doyle MOVED, SECONDED by Coun. Ruby to nominate Coun. Betty Bode for Council President. Couns. Arnold, Bode, Doyle and Ruby voting AYE, the MOTION CARRIED unanimously. (4:0)

VISITOR COMMENT PERIOD:

There were none.

COUNCIL ITEMS:

There were none.

STAFF ITEMS:

There were none.

CONSENT AGENDA:

Coun. Doyle MOVED, SECONDED by Coun. Ruby, that the Consent Agenda be approved as follows:

Sparks explained this vacation involved a portion of unimproved 170th Avenue, commonly referred to as a "paper street." He said the Planning Commission approved the development of a 28-lot PUD (single-family development) on this property which was crossed by the paper street 170th Avenue. He said the approval was conditioned upon vacation of this right-of-way prior to receiving a final plat from the City. He said the property owner surrounding both sides of 170th Avenue was the owner/developer of the Lindquist PUD and was the applicant requesting the vacation. He said this section of 170th Avenue was no longer needed because of the proposal to realign 170th Avenue with 173rd Avenue, at the intersection of 173rd Avenue and Walker Road. He said to extend 170th Avenue up to Walker Road, as envisioned by the right-of-way, posed several engineering problems, including the crossing of the creek. He noted the approval criteria for the street vacation was on page 30 of the staff report.

Sparks said a letter was received from Henry Kane today asking that the record for this hearing be kept open for seven days. He said staff recommended that the record be held open for written testimony only until January 10, 2005. He said staff was prepared to respond to the issues raised by Mr. Kane if Council desired.

Mayor Drake asked staff to explain who owned the street initially and to review the street vacation process.

Sparks said staff believed when the Washington County and the City's grid system was originally laid out, 170th Avenue was placed in that location. He said at that time the right-of-way was dedicated to the City with the understanding that the road would be built as development occurred. He explained in this case the ownership of the parcels changed and the current property owner now owned the land on both sides of the right-of-way. He said if this right-of-way was vacated the land would revert to this one property owner, for with street vacations, the land goes to the adjoining property owners.

Mayor Drake asked if the Washington County acquired the land through a purchase or if it was dedicated.

Sparks replied he did not know how the County acquired the land.

Mayor Drake said there was a net gain for the City with a requirement of a north/south access to Walker Road, but it would be for pedestrian and bicycle linkages.

Sparks agreed and said the vacation of 170th Avenue was approximately 16,000 square feet and dedication from this approval was approximately 23,000 square feet. He said this was a net gain in public right-of-way.

Mayor Drake explained that through a long process with the Washington County, 170th Avenue angled through to 173rd Avenue, so the intent for a north/south passageway was still there.

Sparks said the ability of 170th Avenue to function as a north/south arterial or collector was eliminated when the development north of Walker Road was approved and platted without accommodation for 170th Avenue to go all the way through. He said it was possible 170th Avenue was vacated north of Walker Road at that time.

Coun. Doyle said to him this was a land swap and it was a sensible thing to do. Sparks said with the realignment of 170th Avenue over to 173rd Avenue, through the County's project, it was an improved connectivity plan.

Coun. Doyle said overall this allowed for better development.

Coun. Arnold said in the County's report, it sounded as though 170th Avenue would be too close to 173rd Avenue, which was not the type of access desired. She asked if that was correct.

Sparks said there were spacing standards between intersections and bringing 170th Avenue that close to Walker Road would create several flow problems.

Mayor Drake thanked them for the report.

Mayor Drake explained staff indicated the applicant was not present at the meeting and had not wished to present his case.

Mayor Drake asked if there was anyone present from the Five Oaks/Triple Creek Neighborhood Association (NAC) who wished to testify on behalf of the NAC.

There was no one present from the NAC.

Mayor Drake asked if anyone wished to testify in favor of the street vacation.

There was none.

Mayor Drake asked if anyone wished to testify in opposition to the street vacation.

Henry Kane, Beaverton, said the Council received his written testimony which he would supplement by January 10, 2005. He said in his opinion this was contrary to the public interest and that right-of-way would be needed in the future. He said the applicant had the burden of proof. He urged Council to insist on proof that everyone who signed their consent owned the real property within the consent area. He said the staff report should be supplemented with information delineating where the wetlands were located and what mitigation would be done. He said houses would be placed in the wetlands. He said this was valuable public property. He added there was no information in the file on when the bypass would be built.

Mayor Drake explained there was no rebuttal as the applicant was not present to rebut any statements. He asked if staff had any further comment.

Sparks responded to Kane's comments. He said regarding the wetland mitigation, in the review of the Lindquist PUD there was a wetland on the southern edge of the property and staff was very clear about what could or could not be developed in a wetland. He said no dwellings were approved within the wetlands or within the buffers to the wetlands. He said a portion of the 170th extension would go over the wetlands and it would be mitigated as part of the development review process. He said staff discussed the timing of that project with Washington County and they expected to have an application this year for development review.

Sparks said in regards to the conflicting numbers Mr. Kane raised, the street vacation request for the right-of-way was 16,817 square feet. He said Kane's numbers of 133,443 were from the applicant and reflected the total amount of right-of-way in that area. He said these two numbers did not relate to each other at all and Mr. Kane was comparing apples to oranges. He added staff would prepare a written summary of these comments to Council to be entered into the record on January 10, 2005.

Mayor Drake closed the public hearing.

Coun. Bode MOVED, SECONDED by Coun. Doyle that Council approve Agenda Bill 05005, SV 2004-0001 NW 170th Avenue Right-of-Way Vacation (Lindquist 28-Lot PUD), which included the staff report and exhibits, and that the record be held open for seven days for written testimony, until 5:00 p.m., January 10, 2005.

Coun. Doyle said he would support the motion as the criteria and facts within the staff report were more than adequate to substantiate the vacation. He said this made sense.

Question called on the motion. Couns. Arnold, Bode, Doyle and Ruby voting AYE, the MOTION CARRIED unanimously. (4:0)

ORDINANCES:

Suspend Rules:

Coun. Doyle MOVED, SECONDED by Coun. Bode, that the rules be suspended, and that the ordinance embodied in Agenda Bill 05006, be read for the first time by title only at this meeting, and for the second time by title only at the next regular meeting of the Council. Couns. Arnold, Bode, Doyle and Ruby voting AYE, the MOTION CARRIED unanimously. (4:0)

First Reading:

City Attorney Alan Rappleyea read the following ordinance for the first time by title only:

05006 An Ordinance Vacating a Portion of Unimproved Right-of-Way of NW 170th Avenue; SV2004-0001 (Ordinance No. 4336)

EXECUTIVE SESSION:

Coun. Doyle MOVED, SECONDED by Coun. Bode, that Council move into executive session in accordance with ORS 192.660 (1) (h) to discuss the legal rights and duties of the governing body with regard to litigation or litigation likely to be. Couns. Arnold, Bode, Doyle and Ruby voting AYE, the MOTION CARRIED unanimously. (4:0) Coun. Arnold abstained from the discussion.

The executive session convened at 7:15 p.m.

The executive session adjourned at 7:45 p.m.

The regular meeting reconvened at 7:45 p.m.

04246 An Ordinance Annexing Several Parcels Located in the Vicinity of Barnes Road and Cedar Hills Blvd. to the City of Beaverton: Annexation 2004-0013

Coun. Ruby MOVED, SECONDED by Coun. Doyle, that pursuant to Section 2.11.020I of the Council Rules of Conduct, that Council reconsiders its action of December 20, 2004, with regard to the Ordinance Annexing Several Parcels Located in the General Vicinity of Barnes Road and Cedar Hills Boulevard to the City of Beaverton (Annexation 2004-0013, Ordinance No. 4334). Couns. Bode, Doyle and Ruby voting AYE, Coun. Arnold abstaining, the MOTION CARRIED. (3:0:1)

Coun. Ruby MOVED, SECONDED by Coun. Doyle, that Council amend Ordinance No. 4334, to incorporate the terms to be read at the amended second reading by the City Attorney as noted below.

Amended Ordinance 4334 Second Reading:

Rappleyea read the title of and the changes to Ordinance No. 4334 which incorporated the terms of the draft settlement agreement as follows: Changes in the Ordinance were on Exhibit B, the Legal Description of Parcels to be Annexed; Exhibit B was amended to remove from those parcels Tax Lots 1S102CB400, 1S102CB500, 1S102CB600 and 1S103AB00100. He said the legal description would be revised to remove those parcels in the meets and bounds description.

Question called on the motion. Roll call vote. Couns. Bode, Doyle and Ruby voting AYE, Coun. Arnold abstaining, the MOTION CARRIED. (3:0:1)

Rappleyea said a motion would be required for the settlement agreement that would resolve litigation over the previous ordinance.

Coun. Ruby MOVED, SECONDED by Coun. Bode, that Council accepts the settlement agreement that it reviewed to resolve litigation. Couns. Bode, Doyle and Ruby voting AYE, Coun. Arnold abstaining, the MOTION CARRIED. (3:0:1)

ADJOURNMENT

There being no further business to come before the Council at this time, the meeting was adjourned at 7:55 p.m.

Sue Nelson, City Recorder

APPROVAL:

Approved this day of , 2005.

Rob Drake, Mayor

AGENDA BILL

Beaverton City Council
Beaverton, Oregon

SUBJECT: **LIQUOR LICENSE APPLICATION:**

NEW OUTLET
Eatza Pizza
11943 SW Canyon Rd.
Beaverton, OR 97006

GREATER PRIVILEGE
Hilton Garden Inn
15520 NW Gateway Ct.
Beaverton, OR 97006

FOR AGENDA OF: **01/10/05** **BILL NO:** 05008

MAYOR'S APPROVAL: [signature]

DEPARTMENT OF ORIGIN: Police

DATE SUBMITTED: 12/28/04

PROCEEDING: Consent Agenda

EXHIBITS: None

BUDGET IMPACT

EXPENDITURE REQUIRED$ 0	AMOUNT BUDGETED$ 0	APPROPRIATION REQUIRED $ 0

HISTORICAL PERSPECTIVE:
A background investigation has been completed, and the Chief of Police has found that the applicant meets the standards and criteria as set forth in B.C. 5.02.240. The City has published in a newspaper of general circulation a notice specifying the liquor license applications.

INFORMATION FOR CONSIDERATION:

EPO, Inc., is opening a new establishment and has made application for a Limited On-Premises Sales License under the trade name of Eatza Pizza. The establishment will serve pizza, pasta, salad, and dessert. It will operate seven days a week, Sunday through Thursday, 11:00 a.m. to 9:00 p.m., and Friday and Saturday, 11:00 a.m. to 10:00 p.m. Entertainment will be video games. A Limited On-Premises Sales license allows the sale of malt beverages, wine, and cider for consumption at the licensed business, and the sale of kegs of malt beverages to go

CSM Lodging, LLC, is requesting greater privilege for the Hilton Garden Inn. They want to change their license from a Full On-Premises Sales License to an Off-Premise Sales License. The establishment operates seven days a week, 24 hours a day, and will serve alcohol until 2:00 a.m.: An Off-Premises Sales License allows the sale of malt beverages, wine, and cider to go in sealed containers.

RECOMMENDED ACTION:
The Chief of Police for the City of Beaverton recommends City Council approval of the OLCC license application.

Agenda Bill No: 05008

AGENDA BILL

Beaverton City Council
Beaverton, Oregon

SUBJECT: A Resolution Declaring the 2004 Fire Prevention Code of the Tualatin Valley Fire and Rescue District Effective Within the City of Beaverton and Repealing City of Beaverton Resolution 3512

FOR AGENDA OF: 1-10-05 **BILL NO:** 05009

Mayor's Approval:

DEPARTMENT OF ORIGIN: CDD

DATE SUBMITTED: 12-14-04

CLEARANCES: City Attorney

PROCEEDING: Consent

EXHIBITS: Resolution
TVF&R Ordinance 04-01

BUDGET IMPACT

EXPENDITURE REQUIRED $0	AMOUNT BUDGETED $0	APPROPRIATION REQUIRED $0

HISTORICAL PERSPECTIVE:

The City of Beaverton is within the territorial jurisdiction of the Tualatin Valley Fire and Rescue District (District). Periodically, the District adopts uniform fire regulations for the jurisdictions it serves. These regulations form the District's Fire Prevention Code (Code). The District uses the Code within the City to provide minimum requirements for the safety of the public and fire fighters from fire, explosion and other dangerous conditions in new and existing buildings. The District recently enacted a new Fire Prevention Code, which replaces the Fire Prevention Code the District last enacted in 1999. If the District is to continue to enforce its Code within the City limits, it is necessary for the City to approve the new Fire Prevention Code by resolution. The existing Fire Prevention Code must also be repealed.

INFORMATION FOR CONSIDERATION:

The District adopted its new Fire Prevention Code through the enactment of Tualatin Valley Fire and Rescue Ordinance 04-01. ORS 478.924 provides that under these circumstances, the provisions of the new Fire Prevention Code "shall not apply within any city or county within the district unless the governing body of the city or county approves the fire code by resolution." The District Code is authorized by ORS 476.030, 476.060, 478.910 and OAR 837, Division 39 to adopt rules and regulations for a Fire Prevention Code; however, they cannot be less stringent than the minimum fire code adopted by the State Fire Marshal. The new Code is in conformity with the Code adopted by the State Fire Marshal. The City's Building Official has reviewed the new Code and has no objections to it.

RECOMMENDED ACTION:

Council to adopt the attached resolution authorizing the Tualatin Valley Fire and Rescue Fire District's Fire Prevention Code to be enforced within the City.

RESOLUTION NO. 3800

A RESOLUTION DECLARING THE 2004 FIRE PREVENTION CODE OF THE TUALATIN VALLEY FIRE AND RESCUE DISTRICT EFFECTIVE WITHIN THE CITY OF BEAVERTON AND REPEALING CITY OF BEAVERTON RESOLUTION 3512

WHEREAS, the Tualatin Valley Fire and Rescue District has adopted a new Fire Prevention Code for the jurisdictions it serves; and,

WHEREAS, the provisions of the new Fire Prevention Code do not apply within a city until the governing body of the city approves the new code by resolution; and,

WHEREAS, the Fire District's new Fire Prevention Code replaces its existing 1999 Fire Prevention Code; and,

WHEREAS, the City's Building Official has reviewed the provisions of the Fire District's new Fire Prevention Code and has no objection to it; and,

WHEREAS, the City of Beaverton desires to approve the new 2004 Tualatin Valley Fire and Rescue District Fire Prevention Code and repeal its approval of the old 1999 Fire Prevention Code; now therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEAVERTON, OREGON:

Section 1. The 2004 Tualatin Valley Fire and Rescue District Fire Prevention Code, adopted by the Fire District's enactment of the Tualatin Valley Fire and Rescue District Ordinance 04-01, is hereby approved by the City of Beaverton.

Section 2. City of Beaverton Resolution 3512, approved June 7, 1999, and entitled "A Resolution Declaring Tualatin Valley Fire and Rescue Ordinance 99-01 to be Effective within the City of Beaverton" is hereby repealed.

Section 3. The provisions of the 2004 Tualatin Valley Fire and Rescue District Fire Prevention Code shall be effective within the City upon the Mayor's approval of this Resolution.

Section 4. The repeal of an existing Fire Prevention Code provision by a provision of this resolution shall not preclude the accusation, prosecution, conviction, or punishment of a person who violated the provision repealed or amended before the effective date of this resolution.

Adopted by the Council this ________ day of ________, 2005.

Approved by the Mayor this ________ day of ________, 2005.

Ayes:__________ Nays:__________

ATTEST: APPROVED:

SUE NELSON, CITY RECORDER ROB DRAKE, MAYOR

ORDINANCE 04-01

AN ORDINANCE ADOPTING FIRE CODES AND STANDARDS FOR TUALATIN VALLEY FIRE AND RESCUE A RURAL FIRE PROTECTION DISTRICT, PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, PROVIDING FOR THE ISSUANCE OF PERMITS FOR HAZARDOUS USES OR OPERATIONS, AND REPEALING ORDINANCE 99-01.

WHEREAS, Tualatin Valley Fire & Rescue A Rural Fire Protection District, has developed uniform fire regulations for the jurisdictions served; and,

WHEREAS, Tualatin Valley Fire and Rescue A Rural Fire Protection District, hereinafter referred to as the District, desires to and finds it necessary to adopt the following regulations to provide minimum fire safety and that a plan for inspections and maintenance will upgrade existing structures, thereby reducing hazards of fire, thus does hereby adopt the following regulations; and now, therefore,

IT IS ORDAINED AS FOLLOWS:

TITLE AND FILING:

This ordinance, including the codes hereby adopted, shall be filed in the record of the District and in the office of Washington, Multnomah, and Clackamas County Clerks and State Fire Marshal's office as prescribed by ORS 478.940. A copy shall be posted at each fire station within the District. From the date on which this ordinance shall take effect, provisions thereof shall be controlling within the territorial limits of the District and within each city or county within the District approving pursuant to ORS 478.924. The whole of this ordinance shall be known as the Fire Prevention Code and may be referred to as the Fire Code and shall be enforced by the Fire Marshal's Office created by Ordinance 91-02.

SCOPE:

The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection form the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises and to provide safety to fire fighters and emergency responders during emergency operations as authorized by ORS 478.910

SECTION I – ADOPTION OF THE OREGON FIRE CODE:

The following code is hereby adopted by the District for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion. Those certain codes and standards known as the:

A. The International Fire Code, 2003 Edition, as published and copyrighted by International Fire Code Council as amended and adopted by the Oregon State Fire Marshal's Office and known as The Oregon Fire Code, except as hereinafter amended by this ordinance.

SECTION II – ENFORCEMENT OF CODE

Notwithstanding provisions in the Oregon Fire Code authorizing or requiring inspections of buildings and premises or testing of fire protection systems and equipment, e.g. Sections 106.2, 901.6 and 907.20.2 or provisions providing for enforcement of the Code, such inspections, testing and enforcement of the Code shall be discretionary by the Chief and other individuals charged by the Chief with such activities. The District recognizes that it has limited financial resources with which to provide fire, rescue and other services and functions and is forced to make public policy decisions as to allocation of District resources. Although the District places a high priority on prevention, inspection and maintenance of fire systems, due to financial limitations, it is the Board's policy to require inspections only so often as necessary to provide a reasonable level of fire and life safety. Accordingly, although the Fire Chief and other individuals charged by the Chief with these activities are encouraged to pursue them, performing such activities, as well as the scope and frequency of such activities, shall be within the discretion of the Fire Chief. It is the intention of the District to make clear that the District's duty to perform the inspections and testing, or to take enforcement actions, as set forth in the Code is limited to providing a reasonable level of fire and life safety. Such actions are discretionary.

SECTION III – AMENDMENTS MADE IN THE OREGON FIRE CODE:

The Oregon Fire Code, based on the 2003 Edition of the International Fire Code, is amended and changed in the following respects:

1. **Section 101.3** is amended as follows:

   101.3 Intent. The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection form the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises and to provide safety to fire fighters and emergency responders during emergency operations as authorized by ORS 476.030 <u>and 478.910.</u>

2. **Section 104.1** is amended as follows:

   104.1 General. The fire code official is hereby authorized to enforce the provisions of this code as directed in ORS 476.060<u>, 478.910</u> and OAR Chapter 837, Division 39 and shall have the authority to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Modifications to this code shall not be less stringent than the minimum fire code adopted by the State Fire Marshal. Such policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code.

ORS 476.060<u>, 478.910</u> and OAR Chapter 837, Division 39 are not a part of this code but are reproduced or paraphrased here for the reader's convenience. ORS 476.060 designates local fire marshals. Local fire chiefs and chief of police as assistants to the State Fire Marshal by virtue of office held. <u>ORS 478.910 grants the authority to a district board to adopt a fire prevention code.</u> OAR Chapter 837, Division 39 regulates the administration of fire prevention programs.

3. **Appendix B, Section B105** is amended as follows:

B105.1 Required Fire Flow: No building shall be constructed, altered, enlarged, moved, or repaired in a manner that by reason of size, type of construction, number of stories, occupancy, or any combination thereof creates a need for a fire flow in excess of 3,000 gallons per minute at 20 pounds per square inch residual pressure, or exceeds the available fire flow at the site of the structure. The requirements for determining fire flow for all buildings are as set forth in Oregon Fire Code, Appendix B.

EXCEPTION: Fire flow requirements in excess of 3,000 gallons per minute may be allowed if, in the opinion of the chief, all reasonable methods of reducing the fire flow have been included within the development and no unusual hazard to life and property exists.

Existing buildings that require a fire flow in excess of 3,000 gallons per minute are not required to comply with the fire flow requirements of this section. However, changes in occupancies or the character of occupancies, alterations, additions or repairs shall not further increase the required fire flow for buildings.

B105.1.1 One– and Two–Family Dwellings. The minimum fire flow requirements for one– and two–family dwellings having a fire flow calculation area which does not exceed 3,600 square feet (344.5 m^2) shall be 1,000 gallons per minute (3785.4 L/min.). Fire flow and flow duration for dwellings having a fire flow calculation area in excess of 3,600 square feet (344.5 m^2) shall not be less than that specified in Table B105.1.

EXCEPTION: 1. A reduction in required fire flow of 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system.

2. When there are not more than one each, Group R, Division 3 and Group U occupancies or agricultural building, as defined by ORS 455.315, on a single parcel of not less than one acre, the requirements of this section may be modified provided, the Group R, Division 3 occupancy does not require a fire flow in excess of 1500 gpm (based on NFPA Standard 1142) and in the opinion of the chief, firefighting or rescue operations would not be impaired.

B105.2 Buildings other than One– and Two–Family Dwellings. The minimum fire flow and flow duration shall be determined by the size and construction type of the structure under consideration. ~~for buildings other than one– and two–family dwellings shall be as specified in Table A–III–A–1.~~

~~**EXCEPTION:** A reduction in required fire flow of up to 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 of the *International Fire Code*. Where buildings are also of Type I or II construction and are a light-hazard occupancy as defined by NFPA 13, the reduction may be up to 75 percent. The resulting fire flow shall not be less than 1,500 gallons per minute (5677.5 L/min.) for the prescribed duration as specified in Table B105.1~~

B105.2.1 Occupancy Hazards

5.2.1.1 Single Occupancy Hazards. Where only a single occupancy hazard is housed in a building the minimum required building fire flow shall be multiplied by the hazard factor in Table B105.2 to determine the total required fire flow.

B105.2.2 Multiple Occupancy Hazards. Where more than one hazard is housed in a building the minimum required building fire flow shall be proportioned by percentage of the floor area used for each occupancy hazard. The proportioned building fire flow shall be multiplied by the hazard factor, relating to that portion of the building in Table B105.2 and totaled to determine the required fire flow.

Table B105.2

Light Hazard Occupancies	1.0
Ordinary Hazard (Group 1)	1.2
Ordinary Hazard (Group 2)	1.3
Extra Hazard (Group 1)	1.4
Extra Hazard (Group 2)	1.5

B105.2.3 The total required fire flow may be reduced by one of the following options, but in no case shall be less than 1500 GPM @ 20 psi residual.

1. Reduced by 75 percent where a complete approved automatic fire extinguishing system meeting the requirements of NFPA 13, is installed throughout the building and the system is electronically supervised and is monitored by an approved central receiving station.

2. Reduced by 25 percent where an approved automatic and manual fire alarm system is installed throughout the building that is monitored by an approved central receiving station. The systems shall meet the requirements of NFPA 72.

SECTION IV – PENALTIES

Any person who violates any of the provisions of these regulations hereby adopted or fails to comply therewith, or violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statements, specification or plans submitted and approved thereunder and from which no appeal has been taken, or shall fail to comply with such an order as affirmed or modified by the Board of Appeals or by a court of competent jurisdiction within the time affixed herein, shall severally, for each and every such violation and non-compliance respectively, be guilty of a violation of the Fire Prevention Code as provided in ORS 478.930, punishable upon conviction as prescribed by ORS 478.990. All fines or punishments authorized upon conviction shall include the costs to the District to remedy the violation including costs of towing, storage or removal of the hazard or obstruction if necessary.

Any person who violates the provisions of ORS 478.960 (Burning of certain materials permitted only with permission of the Chief; Burning Schedule (1) through (8)) shall be guilty of a misdemeanor, shall severally, for each and every violation be punishable upon conviction as prescribed by ORS 478.990 and shall be subject to costs under 478.965.

The Chief or designated representative may bring a complaint in law or in equity to alleviate a violation of this ordinance as well as in addition to the rights to enforce said ordinance under the provisions of ORS 478.930 and ORS 478.990.

SECTION V – FIRE CODE BOARD OF APPEALS

As authorized by ORS 479.180, the District may establish a board of appeals. Such board of appeals may be implemented through bylaws and other procedures adopted by ordinance of the District. In the event that the fire district Board adopts a board of appeals, the provisions of this ordinance, where appropriate, are subject to the board of appeals procedures.

SECTION VI – REPEAL OF CONFLICTING ORDINANCES

Pursuant to ORS 478.924, the provisions of this ordinance, i.e. the Fire Code, shall be controlling within the territorial limits of the District and within each city or county within the District approving pursuant to ORS 478.924. The existing fire code, Ordinance 99-01, has been approved within each city and county within the District. The District desires that the existing fire code continue in effect until such time as the cities and counties within the District have approved this new Fire Code pursuant to ORS 478.924. Accordingly, Ordinance 99-01, and all former ordinances or parts thereof, which are conflicting or inconsistent with the provisions of this ordinance or of the code or standards hereby adopted, are hereby repealed, effective the effective date of this ordinance; provided, however, that Ordinance 99-01 shall continue in effect in each city or county which has approved it until the city or county approves this Ordinance 04-01. Further, prosecutions or violations under repealed ordinances may continue after the effective date of this ordinance.

SECTION VII – VALIDITY

The District hereby declares that should any section, paragraph, sentence or word of this ordinance or of the Codes or Standards hereby adopted be declared for any reason to be invalid, it is the intent of the District that it would have passed all other portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

SECTION VIII – DATE OF EFFECT

The Board of Directors of the Fire District finds and determines that it is necessary and expedient that the provisions of this ordinance become effective 30 days following the final reading.

First reading by Title only this 26th day of OCTOBER, 2004.

Second reading by Title only this 16th day of NOVEMBER, 2004.

PASSED by the District this 16th day of NOVEMBER, 2004.

Larry D. Goff — PRESIDENT

Robert C. Wyffels — SECRETARY-TREASURER

AGENDA BILL

Beaverton City Council
Beaverton, Oregon

SUBJECT: Waiver of Sealed Bidding – Purchase Six Vehicles From the State of Oregon Price Agreement

FOR AGENDA OF: 1-10-05 **BILL NO:** 05010

Mayor's Approval:

DEPARTMENT OF ORIGIN: Operations

DATE SUBMITTED: 12-22-04

CLEARANCES: Purchasing
Finance
City Attorney

PROCEEDING: Consent Agenda
(Contract Review Board)

EXHIBITS:

BUDGET IMPACT

EXPENDITURE REQUIRED $134,430	AMOUNT BUDGETED $148,500*	APPROPRIATION REQUIRED $

*Account number 001-60-0622-641 Police Department Capital Outlay Vehicle Account. The account has a total budget appropriation of $194,806 of which $148,500 was designated for the six police vehicles.

HISTORICAL PERSPECTIVE:

The FY 2004-05 budget includes funding to replace six patrol vehicles for the Police Department. A majority of the City's fleet is purchased through the State of Oregon Price Agreement, which is available to public agencies. The agreement incorporates the low bids from numerous dealerships, which were obtained through the sealed bid process.

INFORMATION FOR CONSIDERATION:

The six sedans, at $22,405 each, are currently available for immediate purchase from the State of Oregon Price Agreement 3196 through Gresham Ford in Gresham, Oregon. Oregon law and the City's Purchasing rules permit an exemption from competitive solicitation if the purchase is made from an existing price agreement with another governmental agency.

RECOMMENDED ACTION:

Council, acting as Contract Review Board, waive the sealed bidding requirements and authorize the Finance Department to issue a purchase order to Gresham Ford, of Gresham, Oregon, for purchase of the six vehicles described above in the amount of $134,430 from the State of Oregon Price Agreement.

AGENDA BILL

Beaverton City Council
Beaverton, Oregon

SUBJECT: Consultant Contract Award – 2004/2005 Engineering Services for Water Works Utility Infrastructure Improvements

FOR AGENDA OF: 1-10-05 **BILL NO:** 05011

Mayor's Approval: Rob Drake

DEPARTMENT OF ORIGIN: Engineering TJK

DATE SUBMITTED: 12-28-04

CLEARANCES: Purchasing
Finance
City Attorney

PROCEEDING: Consent
(Contract Review Board)

EXHIBITS:
1. Funding Plan (Pg. 1)
2. Location Map (Pg. 4)
3. Scope of Work (Pg. 5)
4. City of Tigard Letter (Pg. 33)
5. Agenda Bill No. 02119 (Pg. 34)

BUDGET IMPACT

EXPENDITURE REQUIRED	AMOUNT BUDGETED	APPROPRIATION REQUIRED
$56,670 * $76,492 ** $8,962 *** $142,124	$465,000	$0

Funding is from the following account numbers; see attached Funding Plan for details:
* 501-75-3700 ($56,670) Water Fund, Maintenance and Replacement Program
** 501-75-3701 ($76,492) Water Fund, Water System Improvements Program
*** 501-75-3705 ($8,962) Water Fund, Fire Hydrant Replacement Program

HISTORICAL PERSPECTIVE:

The City's FY 2004-2005 budget and Capital Improvement Plan (CIP) contain a number of related potable water system projects to increase the capacity and improve operational function of the City's fast growing southwest water service area.

The projects were identified in a two-year master planning effort performed by Murray, Smith & Associates, Incorporated (MSA), in conjunction with Water Division staff and verified with hydraulic computer modeling. To provide potable domestic water and water for fire protection to rapidly growing areas of southwest Beaverton, increase energy efficiency for pumping of water to upper elevation pressure zones, and ongoing provision of wheeled water to the City of Tigard, a number of individual capacity improvement projects (component projects) are needed. Engineering staff have prioritized the highest importance projects to provide the largest gain in capacity and operational improvements for the least cost.

The Progress Quarry Development, located between Scholls Ferry Road and Barrows Road, will eventually contain living units for approximately 1,700 residents and significant mixed-use commercial development. The overall development will eventually produce a peak day domestic water use that is expected to be greater than 500,000 gallons per day. In addition to the large waterlines being built on-site as conditions of development, substantial off-site improvements are needed to supply water to the development as it builds out. Initially, the largest water use requested during early development was 1.6 million gallons per day during the spring and summer of 2004 to fill the 12-acre surface area lake within the original quarry pit area. The developer purchased a total of 120 million gallons of water to fill the lake and compensate for evaporative losses from the lake during the summer. Ongoing annual water for refill of the lake during the summer to make up losses from evaporation has been requested of the City on a permanent basis. A water rate has been established for annual water to refill the lake.

With such large developments as Progress Quarry (746 living units), Orchard Glen, Country Gables 2, Pinot Ridge, Sunrise Estates, Montarosa, Sexton Crest, and the Haggen development, located in southwest Beaverton upper elevation water service areas that are either in the land use process or under construction, extra-capacity water system improvements in the City's Capital Improvements Plan (CIP) have been planned and budgeted in FY 2004-2005. In addition, extra-capacity upsizing of important waterlines in the Progress Quarry development are being installed by the developer with SDC credits to be granted in return.

From the year 2000 until mid-November 2004, the City of Beaverton has wheeled a total of 2.32 billion gallons of drinking water produced by the Joint Water Commission to the City of Tigard through the intertie pipeline and master meter on Barrows Road near Roshak Road. In addition to JWC water charges to Tigard, a wheeling charge to compensate Beaverton for capital and operating costs has been collected from Tigard.

Following the intertie and master meter No. 1 connection between Beaverton and Tigard, Tigard officially joined the Joint Water Commission as a full member with the execution of the JWC Water Service Agreement dated October 27, 2003, and as amended on April 9, 2004. During 2004, Beaverton engineering staff began discussing with Tigard the possibility of a second connection and master meter between the two water systems. The project was included in the City's current CIP and FY 2004-2005 budget. The proposed intertie pipeline and master meter No. 2 project near the new Progress Quarry Development, bounded on the south by Barrows Road, is of interest to Tigard due to the proximity to Tigard's fast growing upper elevation areas requiring higher water pressure. The Progress Quarry development is situated in Beaverton just north of Barrows Road which forms the city limits for Tigard.

INFORMATION FOR CONSIDERATION:

Under the terms of the current JWC water service agreement, prior to operation of the proposed intertie pipeline and master meter No. 2, Tigard and Beaverton must gain consent by the Joint Water Commission for Beaverton to wheel more than the currently approved 4 mgd (million gallons per day) of water originating from the JWC to the City of Tigard. Beaverton staff have contacted JWC staff regarding added wheeling capacity of JWC water through Beaverton to Tigard. Consent from the JWC is expected without difficulty.

Should Council approve this engineering design contract, Beaverton staff will draft an intergovernmental agreement with the City of Tigard for subsequent consideration and approval by both the City Councils of Beaverton and Tigard. The agreement will contain a provision for Tigard to reimburse Beaverton for the engineering design cost of the new master meter No. 2 and its construction cost; and for reimbursement of the cost for 1,038 lineal feet of extra-capacity 18-inch waterline built by the Progress Quarry development along the new alignment of Barrows Road running from the site of the proposed master meter No. 2 inside the Progress Quarry development to the new Barrows Road connection to Menlor Lane in Tigard.

Once design and bidding has taken place, Beaverton Water Division staff will return to Council for award of the bid for a construction contract of the new master meter No. 2 and associated control valves, telemetry, underground vault and related piping improvements. The intertie pipeline and master meter No. 2 is expected to be complete for operation within about a one-year period.

Attached (Exhibit 3) is a scope of work proposal received from Murray, Smith & Associates, Incorporated, to perform a variety of engineering tasks. Parts A, B, C, and D involve design and construction engineering services to expand upper elevation water service and improve operational efficiency as outlined above. Part E is to update and coordinate fire hydrant mapping and database information with Tualatin Valley Fire and Rescue (TVF&R) used in ongoing maintenance of the City's 2,000 fire hydrants used for fire protection by TVF&R. Part F is to provide service for maintenance of the nearly 50-year old Sorrento 1 MG (million gallon) reservoir and preventative maintenance inspection of the Cooper Mountain 5.5 MG reservoir.

Staff selected MSA from the Approved Professional Services Retainer List for 2004-2005; the list was approved by Council on August 9, 2004. A fee proposal not to exceed $142,124 was submitted by Murray, Smith & Associates based on a detailed scope of services. Murray, Smith & Associates, Incorporated, of Portland, Oregon, was selected because of its previous experience with the Tigard intertie and master meter No. 1 design project awarded in 2001 and numerous other water system hydraulic computer modeling, master plan and design projects completed for the City. Staff reviewed the proposal and found the tasks and associated fees to be consistent with other contract scopes of work and information submitted by the firm to qualify for the current Professional Services Retainer List. Funding of the recommended contract to Murray, Smith & Associates, Incorporated, is from the accounts noted above and detailed on the attached Funding Plan.

RECOMMENDED ACTION:

Council, acting as Contract Review Board, award a contract to Murray, Smith & Associates, Incorporated, for an amount not to exceed $142,124 to provide engineering design and construction services for the subject project as listed in the scope of work in conformance with the provisions of the Professional Service Retainer Agreement and in a form approved by the City Attorney.

Consultant Contract Award – 2004 Engineering Services for Water Works Utility Infrastructure Improvements

Funding Plan

Part	Task	Description	Budget Account		Estimated Expenditure	Available Funding from FY 04-05 Budget
		Sexton Mountain Pump Station Improvements				
A	1	**SW Nora Road and SW 155th Avenue Valve Vaults**	501-75-3701	**(1)**	$8,980	$10,000
	2	**Sexton Mountain Pump Station Modifications**	501-75-3701	**(3)**	$15,816	$100,000
	3	**Contingency**	501-75-3701	**(3)**	$2,500	$100,000
B		**Progress Quarry PRV and Tigard Intertie Station**				
	1	**PRV/Intertie Vault Design and Construction**	501-75-3701	**(4)**	$31,440	$205,000
C		**550-Foot Pressure Zone Improvements**				
	1	**550 Pressure Zone Waterline Work**	501-75-3700	**(2)**	$12,590	$100,000
	2	**SW Weir Road PRV Vault**	501-75-3700	**(2)**	$12,864	$100,000
	3	**Existing PRV Vault**	501-75-3700	**(2)**	$3,594	$100,000

EXHIBIT 1

Part	Task	Description	Budget Account	Estimated Expenditure	Available Funding from FY 04-05 Budget
D		**Upper Pressure Zone Analysis**			
	1	**Upper Pressure Zone Storage Analysis**	501-75-3700 **(2)**	$15,564	$100,000
E		**Fire Hydrant Database Update and Documentation**			
	1	**Project Management**	501-75-3701 **(5)**	$3,400	$35,000
	2	**Waterworks GIS Database and Mapping Integration**	501-75-3705 **(6)**	$8,962	$10,000
	3	**Beaverton Waterworks and Fire Department Database Reconciliation**	501-75-3701 **(5)**	$8,532	$35,000
	4	**Contingency**	501-75-3701 **(5)**	$1,500	$35,000
F		**Reservoir Maintenance**			
	1	**Project Management**	501-75-3700 **(2)**	$804	$100,000
	2	**1.0 MG Sorrento Reservoir Roof Crack Repair**	501-75-3700 **(2)**	$9,754	$100,000
	3	**Cooper Mountain Reservoir Inspection and Evaluation**	501-75-3701 **(7)**	$4,324	$5,000
	4	**Contingency**	501-75-3700 **(2)**	$1,500	$100,000
		Total		**$142,124**	**$465,000**

Consultant Contract Award – 2004 Engineering Services for Water Works Utility Infrastructure Improvements

Funding Plan

Footnotes

(1) Source of funding is the Water Fund, Water System Improvements, listed in CIP as 155th/Nora PRV and Waterline Improvements

(2) Source of funding is the Water Fund, Annual Water Line Maintenance & Replacement Projects, listed in CIP as Small Works - Misc. Maintenance and Replacement Projects

(3) Source of funding is the Water Fund, Water System Improvements, listed in CIP as Sexton Mt. Pump Station & Cooper Mt. Transmission Line Upgrade

(4) Source of funding is the Water Fund, Water System Improvements, listed in CIP as Tigard Interconnect/Master Meter No. 2 (Barrows Road)

(5) Source of funding is the Water Fund, Water System Improvements, listed in CIP as Water System Hydraulic Modeling and Mapping, etc.

(6) Source of funding is the Water Fund, Maintenance & Replacement, listed in CIP as Fire Hydrant Replacement Program

(7) Source of funding is the Water Fund, Water System Improvements, listed in CIP as Cooper Mountain Reservoir Maintenance

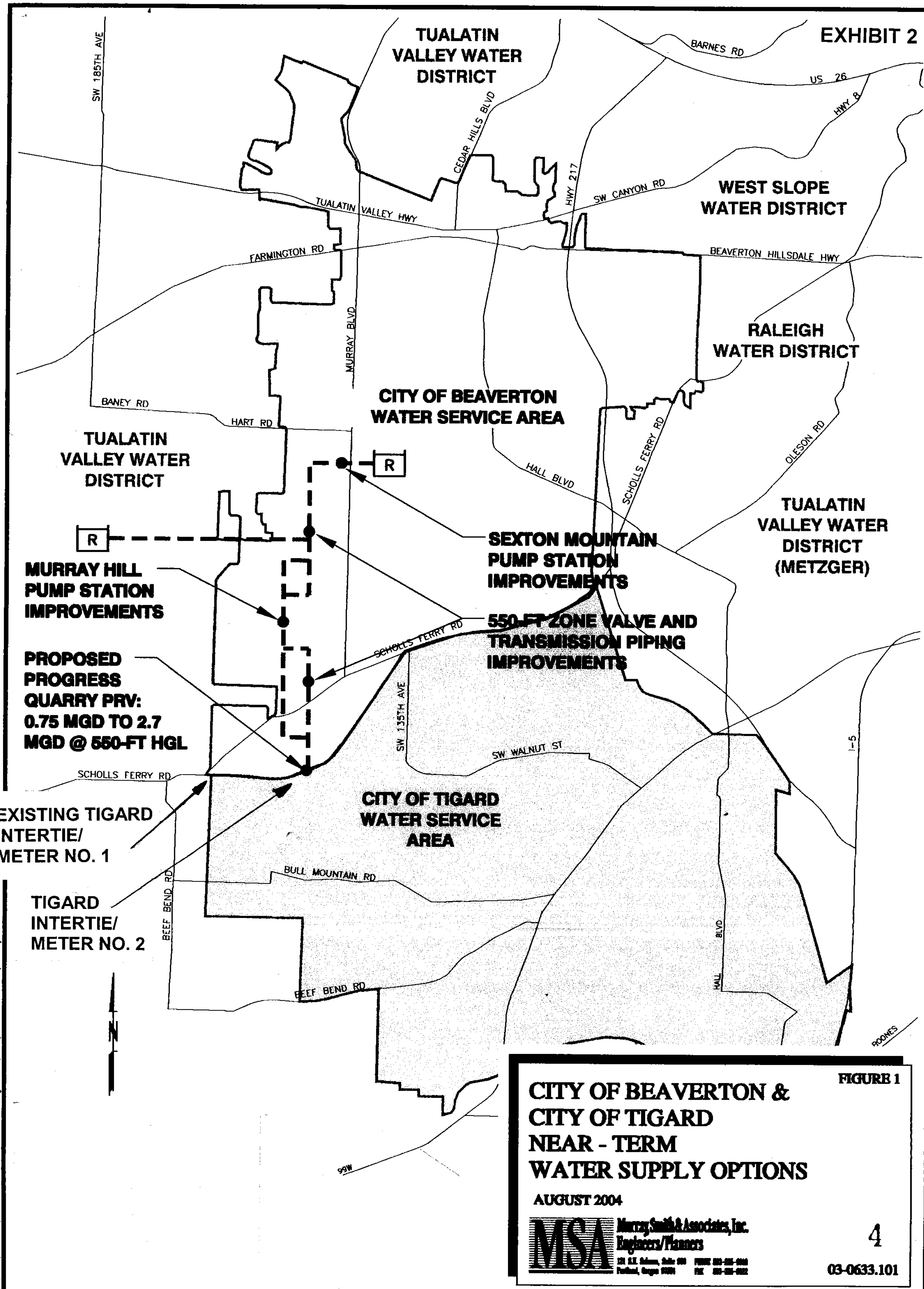

FIGURE 1

CITY OF BEAVERTON & CITY OF TIGARD NEAR - TERM WATER SUPPLY OPTIONS

AUGUST 2004

MSA Murray, Smith & Associates, Inc. Engineers/Planners

4

03-0633.101

MSA
Murray, Smith & Associates, Inc.
Engineers/Planners

121 S.W. Salmon, Suite 900 ■ Portland, Oregon 97204-2919 ■ PHONE 503.225.9010 ■ FAX 503.225.9022

EXHIBIT 3

December 30, 2004

Mr. David Winship, PE, PLS, WRE
City of Beaverton
Engineering Department
P.O. Box 4755
Beaverton, Oregon 97076-4755

Re: Proposal for Engineering Services for Utility Infrastructure Improvement Services - Water Works Improvements - Fiscal Year 2004/2005

Dear David:

Please find attached our proposal for the above referenced project. This proposal addresses Water Works Improvements related engineering services to be completed by our firm for the Fiscal Year 2004/2005.

The proposed work described below is an extension of our firm's on-going and recently completed work programs. The scope is broken down into six main parts described as follows:

1) Part A is divided into two elements and addresses improvements to the Sexton Mountain Pump Station. This work includes final design, bidding, award and construction of improvements to the pump station and pump discharge/transmission main as identified in the 2001 Water System Master Plan and subsequent analysis reports. Upon completion of this project, the pump station will have the ability to pump directly into the 550-foot pressure zone in addition to Cooper Mountain Reservoir. Preliminary engineering of these improvements are currently being completed under previous contracts including the isolation valve and PRV vaults on Nora Road and SW 155th Avenue.

2) Part B addresses design, bidding and construction engineering services for the construction of a combination PRV and Tigard Intertie station to be located within the proposed Progress Quarry development.

3) Part C includes final design, bidding, award and construction of waterline improvements within the City's 550-foot Pressure zone. This work will complete preliminary engineering work performed under a previous contract and will improve the transmission

of water within the 550-foot pressure zone to support flow through a proposed intertie with the City of Tigard.

4) Part D will analyze the storage capacity in the City's upper pressure zones. This work will examine the impact of recently proposed water system modifications and recently completed and proposed development projects. This project will also develop recommendations for additional storage in the upper pressure zones.

5) Part E will format the City's fire hydrant replacement program database to be compatible with the recently completed Waterworks GIS database and map. This work will also reconcile the City's fire hydrant inventory method with that of Tualatin Valley Fire and Rescue in order to promote collaboration between TVF&R, the City and neighboring water agencies for the purpose of maintaining the City's fire hydrants.

6) Part F addresses maintenance and rehabilitation work on the Sorrento 1.0 MG Reservoir No. 2 and Cooper Mountain 5.5 MG reservoir. This work will include engineering services related to the roof crack repair on the Sorrento Reservoir and leak testing of the Cooper Mountain Reservoir. It is understood that the Sorrento Reservoir roof crack repair will be incorporated within the ASR 4 project.

The attached scope of work reflects our detailed understanding of the project tasks to be completed. As requested, we have also attached a Labor Hour and Fee Summary for these projects and tasks. We will accomplish this work on a time and expenses basis according to the Schedule of Charges as included in our current Retainer Agreement with the City which is also attached. This authorized work will be completed for the not to exceed total amount of $142,124 for all tasks identified in the attached scope of work. It is our understanding that the City will prepare a contract for personal services once City Council approval is obtained. Please note, we are ready to immediately begin this work upon your authorization.

We look forward to completing this challenging and rewarding work on behalf of the City and look forward to continued work with you and the City staff. If you have any questions, please do not hesitate to call. Thank you.

Sincerely,

MURRAY, SMITH & ASSOCIATES, INC.

Troy L. Bowers, P.E.
Vice President

Enclosures
SPF:spf

SCOPE OF WORK
CITY OF BEAVERTON
ENGINEERING SERVICES FOR
UTILITY INFRASTRUCTURE IMPROVEMENT SERVICES
WATER WORKS IMPROVEMENTS
FISCAL YEAR 2004/2005

This scope of work is in support of the City of Beaverton's Fiscal Year 2004/2004 Utility Infrastructure Services.

Part A Sexton Mountain Pump Station Improvements

Part A consists of engineering services related to final design, bidding, award, and construction services for the Sexton Mountain Pump Station Improvements as identified and recommended within the Master Plan and ongoing upper pressure zone hydraulic analyses. These improvements will allow the City to pump directly into the 550 pressure zone which will allow the Cooper Mountain reservoir to better serve the 750 and 675 pressure zones while reducing pumping energy costs. The Sexton Mountain Pump Station Improvements will also improve supply through the City's 550 pressure zone thereby providing a reliable flow capacity through the existing Tigard intertie at SW Barrows Road and SW Scholls Ferry Road and the proposed Tigard intertie at the Progress Quarry development.

The Sexton Mountain Pump Station Improvement project is divided into two tasks: Task 1, SW Nora Road and SW 155th Avenue Valve Vaults and Task 2, Sexton Mountain Pump Station Improvements. Preliminary designs of these Tasks are under way and/or completed under separate contracts. It is anticipated that both tasks will be bid as a single project which will be confirmed by the City during final design efforts.

Task 1 SW Nora Road and SW 155th Ave. Valve Vaults

This task completes the 90 percent design efforts of the SW Nora Road and SW 155th Ave. Valve Vaults, completed under a separate contract, and will include completing the preparation of plans and specifications, biding and award services and construction services. This project includes installing an isolation valve vault on the Sexton mountain Pump Station's pump/transmission main and a PRV vault connecting the 550-foot pressure zone to the pump station pump/transmission main, all located within the SW Nora Road right-of-way near the intersection with SW 155th Avenue. In addition, two existing PRV stations on SW Nora Road in the vicinity of this project will be converted into telemetry controlled PRV stations under this project.

A. Project Management

Meetings and coordination efforts related to managing this task. Develop and transmit letters, memoranda, and documents related to this task.

B. Final Isolation and PRV Vault Design

1. Finalize 90 percent plans and specifications of the isolation and telemetry controlled PRV valve vaults reviewed by the City under a separate contract. It is anticipated that the valve vaults project will be combined with the Sexton mountain Pump Station Modifications project and bid as a single project. Besides a title page, a location map, and standard abbreviation and legend sheets common to both projects, the valve vaults project plans will consist of a plan sheet, two vault mechanical sheets showing vault plan and sections, two sheets of standard City and special details and three electrical and control sheets.

2. Incorporate into a final draft contract document package suitable for bidding and submit 2 sets to the City for review. Revise as requested.

3. Incorporate into finalized contract documents and deliver up to 30 copies of the contract documents and deliver to City.

C. Design of Existing PRV Vault Improvements

Design the conversion of the City's existing hydraulically controlled PRV Stations No. 41 and 39 to telemetry controlled PRV stations and incorporate into valve vault bid documents. The PRV design will conform to City of Beaverton's standard pressure and flow control valves with telemetry as provided by S&B, Inc.

D. Bidding and Award

Provide assistance to the City as requested. Respond to bidder inquiries during the bid period. Review Contractor qualifications. Prepare addenda as needed. Review bid results and make a contract award recommendation.

E. Construction Services

Provide services during construction as required. Under this task, limited scope services will be performed during construction. It is assumed that City staff will perform the contract administration work and MSA will provide support to City staff as requested. The scope of these services is proposed to be as follows:

1. Attend pre-construction conference.

2. Review and approve submittals required of the contractor.

3. Perform periodic site visits to observe the work. It is anticipated that up to 20 labor hours will be provided for this additional observation work. Prepare observation reports documenting visits. Submit to City.

4. Advise staff on amount of progress payments to be made to contractor.

5. Conduct final inspection of the work and make recommendation to the City for final payment.

Task 2 Sexton Mountain Pump Station Modifications

This task completes the 60 percent preliminary design, completed under a separate contract, of the Sexton Mountain Pump Station Modifications and will include completing preliminary plans and preparing specifications, biding and award services and construction services. As indicated during preliminary engineering efforts, the improvements will include replacing the pump station's existing 75 horse power (hp), 400 gpm (gallons per minute) pump with a variable speed pump with a capacity of approximately 2,500 gpm that will pump directly into the 550 pressure zone. Currently, the existing 75 hp pump pumps to the Cooper Mountain Reservoir at 794 feet as do all the other pumps at the pump station. Minimal mechanical modifications are anticipated including pump and motor change out and connecting plant piping. Electrical and control modifications include upgrades to wiring from motor controls to the pump motor, new variable frequency drive with line reactors and keyed interlock for emergency power. Pump station operating parameters will be modified such that the pump station operator will have the ability through telemetry to switch from pumping to Cooper Mountain reservoir to pumping directly into the 550 pressure zone using the new pump.

A. Project Management

Meetings and coordination efforts related to managing this task. Develop and transmit letters, memoranda, and documents related to this task.

B. Design

1. Complete 60 percent preliminary plans reviewed under a separate contract and prepare specifications. It is anticipated that the pump station improvements will be combined with the SW Nora Road and SW 155th Ave. Valve Vaults project and bid as a single project. Besides a title page, a location map, and

standard abbreviation and legend sheets common to both projects, pump station improvement plans will consist of a pump station plan and section sheet, two electrical and control sheets and standard details sheet.

2. Complete electrical and control modifications design and incorporate within final design package.

3. Incorporate into a final draft contract document package suitable for bidding and submit 2 sets to the City for review. Revise as requested.

4. Incorporate into a preliminary construction cost estimate for the work designed under this task.

5. Incorporate into finalized contract documents and deliver up to 30 copies of the contract documents and deliver to City.

C. Bidding and Award

Provide assistance to the City as requested. Respond to bidder inquiries during the bid period. Review Contractor qualifications. Prepare addenda as needed. Review bid results and make a contract award recommendation.

D. Construction Services

Provide services during construction as required. Under this task, limited scope services will be performed during construction. It is assumed that City staff will perform the contract administration work and MSA will provide support to City staff as requested. The scope of these services is proposed to be as follows:

1. Attend pre-construction conference.

2. Review and approve submittals required of the contractor.

3. Perform periodic site visits to observe the work. It is anticipated that up to 20 labor hours will be provided for this additional observation work. Prepare observation reports documenting visits. Submit to City.

4. Advise staff on amount of progress payments to be made to contractor.

5. Conduct final inspection of the work and make recommendation to the City for final payment.

Task 3 *Contingency*

Part B **Progress Quarry PRV and Tigard Intertie Station**

The scope of engineering services for Part B includes design, bidding and construction engineering services for the construction of a combination PRV and Tigard Intertie station housed in a single or double vault to be located within the proposed Progress Quarry development. Hydraulic analysis and initial preliminary engineering concepts have been developed for the proposed PRV/intertie vault under separate contracts with the City. Preliminary engineering concepts developed include pipe and valve sizing, proposed vault sizes and initial three phase electrical service evaluation. Design of the PRV/Intertie vault will begin after the intergovernmental agreement (IGA) between the Cities of Beaverton and Tigard has been agreed upon including PRV/Intertie vault project cost sharing.

The proposed PRV station will reduce pressure and provide flow between the City's 550 and 420 pressure zones within the proposed development. The intertie will provide flow between the City of Beaverton and Tigard's 550 pressure zones. The combination PRV/Intertie station proposed location is near the wetland buffer zone south of the realigned SW Barrows Road right-of-way, near the intersection with SW Loop Road. The PRV portion of the design will conform to City of Beaverton's standard pressure and flow control valves with telemetry as provided by S&B, Inc.

Task 1 *PRV/Intertie Vault Design and Construction*

A. Project Management

Meetings and coordination efforts related to managing this task. Develop and transmit letters, memoranda, and documents related to this task.

B. Complete Preliminary Design

Complete preliminary design tasks including developing base mapping using survey data supplied by the Progress Quarry Developer (MGH). Verify valve, valve operator and flow meter selection for the intertie connection. Since intertie connects to both the City and Tigard's 550 pressure zones, it is anticipated that a ball valve and an electric motor actuator will be required for the intertie. Other design issues that remain include whether to combine the PRV and intertie within a single vault or use two vaults. Preliminary drawings and concepts developed for City review.

C. Plans, Specifications and estimates

1. Prepare plans and specifications for the PRV/Intertie Station. Coordinate telemetry design with City's system integrator and incorporate design into plans and specifications. It is anticipated that the project plans will include a title sheet, general notes sheet, abbreviation and legend sheet, one site plan, one mechanical plan and section sheet, one detail sheet and two electrical and control drawings.

2. Coordinate electrical design including three phase service and incorporate into design.

3. Incorporate into a final draft contract document package suitable for bidding and submit 2 sets to the City for review. Revise as requested.

4. Incorporate into a preliminary construction cost estimate for the work designed under this task.

5. Incorporate into finalized contract documents and deliver up to 30 copies of the contract documents and deliver to City.

D. Bidding and Award

Provide assistance to the City as requested. Respond to bidder inquiries during the bid period. Review Contractor qualifications. Prepare addenda as needed. Review bid results and make a contract award recommendation.

E. Construction Services

Provide services during construction as required. Under this task, limited scope services will be performed during construction. It is assumed that City staff will perform the contract administration work and MSA will provide support to City staff as requested. The scope of these services is proposed to be as follows:

2. Attend pre-construction conference.

3. Review and approve submittals required of the contractor.

4. Perform periodic site visits to observe the work. It is anticipated that up to 15 labor hours will be provided for this additional

observation work. Prepare observation reports documenting visits. Submit to City.

5. Advise staff on amount of progress payments to be made to contractor.

6. Conduct final inspection of the work and make recommendation to the City for final payment.

F. Contingency

Part C 550-Foot Pressure Zone Improvements

Part C scope completes design of waterworks improvements within the 550 pressure zone identified during upper pressure zone and progress quarry supply analyses conducted under a separate contract. These improvements will improve supply through the 550 foot pressure zone thereby providing reliable flow capacity through the existing and proposed Tigard interties and provide for future higher demands within the 550 pressure zone. Waterworks improvements identified and to be completed to 60 percent design include: Task 1, 8-inch and 12-inch diameter waterline improvements in two locations, one which crosses the BPA right-of-way and PGE easement; and Task 2, construct a new PRV vault on SW Weir Road connecting the City's 675 foot pressure zone to the 550 pressure zone. In addition, modifications of up to five existing PRV vaults have been identified (Task 3 below). It is assumed that the waterline and new PRV construction will be publicly bid while the existing PRV modifications will be completed by City crews. The waterline and SW Weir Road PRV work may be combined into a single construction contract which will be verified at 90 percent design.

Task 1 – 550 Pressure Zone Waterline Improvements

This task completes the 60 percent preliminary design, completed under a separate contract, of waterline improvements which will improve supply through the 550 pressure zone. The waterline improvements consist of approximately 230 linear feet of 8-inch diameter waterline on SW Teal Boulevard and approximately 650 linear feet of 10 or 12-inch diameter waterline crossing the BPA right-of-way and PGE easement between SW Petrel Court and SW Shearwater Loop.

A. Project Management

Meetings and coordination efforts related to managing this task. Develop and transmit letters, memoranda, and documents related to this task.

B. Final Design

1. Complete 60 percent preliminary waterline improvements plans reviewed under a separate contract and prepare specifications. Besides a title page, a location map, and standard abbreviation and legend sheets, it is anticipated that the waterline plans will consist of two plan sheets, one with a profile of the BPA and PGE crossing, and a standard detail sheet.

2. Conduct a topographical design survey across BPA and PGE corridor to provide a profile.

3. Incorporate into a final draft contract document package suitable for bidding and submit 2 sets to the City for review. Revise as requested.

4. Incorporate into a preliminary construction cost estimate for the work designed under this task.

5. Incorporate into finalized contract documents and deliver up to 30 copies of the contract documents and deliver to City.

C. Easement and Permit Acquisition

Provide assistance to the City in obtaining all required easements and permits to install pipe main across BPA right-of-way and PGE easement.

D. Bidding and Award Services

Provide assistance to the City as requested. Respond to bidder inquiries during the bid period. Review Contractor qualifications. Prepare addenda as needed. Review bid results and make a contract award recommendation.

E. Construction Services

Provide services during construction as required. Under this task, limited scope services will be performed during construction. It is assumed that City staff will perform the contract administration work and MSA will provide support to City staff as requested. The scope of these services is proposed to be as follows:

1. Attend pre-construction conference.

2. Review and approve submittals required of the contractor.

3. Perform periodic site visits to observe the work. It is anticipated that up to 16 labor hours will be provided for this additional observation work. Prepare observation reports documenting visits. Submit to City.

4. Advise staff on amount of progress payments to be made to contractor.

5. Conduct final inspection of the work and make recommendation to the City for final payment.

F. Contingency

Task 2 – SW Weir Road PRV Vault

This task completes the 60 percent preliminary design of the SW Weir Road PRV, completed under a separate contract, which will improve supply through the 550 pressure zone. The PRV design will conform to City of Beaverton's standard pressure and flow control valves with telemetry as provided by S&B, Inc.

A. Project Management

Meetings and coordination efforts related to managing this task. Develop and transmit letters, memoranda, and documents related to this task.

B. Final Design

1. Complete 60 percent preliminary PRV plans reviewed under a separate contract and prepare specifications. Besides a title page, a location map, and standard abbreviation and legend sheets, it is anticipated that the PRV vault plans will consist of a plan sheet, one mechanical sheet showing vault plan and sections, two sheets of standard City and special details and two electrical and control sheets.

2. Coordinate and assist City with obtaining electrical and phone service for the new PRV station site.

3. Incorporate into a final draft contract document package suitable for bidding and submit 2 sets to the City for review. Revise as requested.

4. Incorporate into a preliminary construction cost estimate for the work designed under this task.

5. Incorporate into finalized contract documents and deliver up to 30 copies of the contract documents and deliver to City.

C. Bidding and Award Services

Provide assistance to the City as requested. Respond to bidder inquiries during the bid period. Review Contractor qualifications. Prepare addenda as needed. Review bid results and make a contract award recommendation.

D. Construction Services

Provide services during construction as required. Under this task, limited scope services will be performed during construction. It is assumed that City staff will perform the contract administration work and MSA will provide support to City staff as requested. The scope of these services is proposed to be as follows:

2. Attend pre-construction conference.

2. Review and approve submittals required of the contractor.

3. Perform periodic site visits to observe the work. It is anticipated that up to 14 labor hours will be provided for this additional observation work. Prepare observation reports documenting visits. Submit to City.

4. Advise staff on amount of progress payments to be made to contractor.

5. Conduct final inspection of the work and make recommendation to the City for final payment.

E. Contingency

Task 3 – Existing PRV Modifications

PRV stations identified for modifications under previous contract will be presented to City for review. It is anticipated that modifications will include converting selected PRV stations to telemetry control or abandoning others. Abandonment of existing PRV stations may require removal of PRV globe type valves and replaced with pipe spools thereby reducing head loss.

A. Assist City Staff in Coordinating PRV Modifications

Coordinate and assist City staff in identifying the work required to modify each selected PRV station and developing required sequence of work such to avoid service interruptions.

B. Field Assistance During PRV Modifications

Conduct field visits as required to assist City crews during PRV modification work.

Part D Upper Pressure Zone Storage Analysis

Under This Part, MSA will perform a comprehensive analysis of the storage capacity of its upper pressure zones and recommend improvements. The upper pressure zones include the 750, 675, 550, 450 and 420-foot pressure zones. This project will use previously completed analysis work and will incorporate the analysis of recent development improvements as well as existing and proposed water system interties with the City of Tigard.

Task 1 – Upper Pressure Zone Storage Analysis

A. Determine Upper Pressure Zone Demands

1. Analyze land use types in the upper pressure zones using current City land use designations and zoning maps in addition to Regional Land Information System (RLIS) electronic mapping.

2. Update upper pressure zone water system demands to reflect recently completed and proposed development improvements including Progress Quarry and other neighboring developments.

3. Incorporate proposed Tigard demands and related water system improvements.

B. Determine Upper Pressure Zone Storage Requirements

1. Determine the available storage and supply capacity of each zone in the upper pressure zone by analyzing available reservoir storage volumes and pumping capacity.

2. Determine the upper pressure zone near-term and long-term storage and supply capacity requirements by analyzing demands in each zone as well as zone-to-zone supply requirements.

C. Assess Upper Pressure Zone Storage Deficit

1. Determine near-term and long-term storage capacity needs by comparing available capacity to requirements determined in Task C,2,B.

D. Recommend Storage Capacity Improvements

1. Prepare 5 copies of a draft technical memorandum for City review summarizing the upper pressure zone analysis and recommending storage capacity improvement options.

2. Incorporate City comments and prepare 5 final drafts of the technical memorandum for the City.

E. Contingency

Part E Fire Hydrant Database Update and Documentation

The City's existing fire hydrant database contains records for approximately 2000 hydrants and was developed to prioritize fire hydrants for the fire hydrant replacement program. This database is formatted specifically to be used by the waterworks department in selecting fire hydrants to be replaced and to catalog hydrants that have already been replaced. Work in Part E will integrate the City's fire hydrant database with the recently completed Waterworks GIS database and map. This work will update and format the fire hydrant database to be referenced and updated simultaneously by both the fire hydrant replacement program and the Waterworks GIS database map. In addition, work in Part E will include a collaborative effort with Tualatin Valley Fire and Rescue (TVF&R) to reconcile the City's and TVF&R's fire hydrant inventory practices.

Task 1 – Project Management

Under this task, MSA will coordinate meetings and conference calls with project stakeholders, document and report project milestones, and develop progress reports.

Task 2 – Waterworks GIS Database and Mapping Integration

Task 2 will format the fire hydrant database and revise the process for updating and maintain the fire hydrant data for use in both the Fire Hydrant Replacement Program and the Waterworks database and map.

A. Format Fire Hydrant Digital Map and Database for Compatibility with the GIS Database and Map

    1. Format fire hydrant database fields to match GIS database fields

    2. Format hydrant data types to match GIS data to facilitate future database queries and map labeling

B. Append Fire Hydrant Database into Waterworks GIS Database

    1. Assign GIS element identification numbers to fire hydrants

    2. Import fire hydrant database into GIS database and debug

C. Integrate Hydrant Database Update Process with Waterworks GIS Database and Mapping Update Process

    1. Develop process for collecting and updating hydrant data that is compatible with both the Fire Hydrant Replacement Program and the Waterworks GIS Database and Map

    2. Revise Fire Hydrant Replacement Program Documentation to reflect changes to the update process

Task 3 – Beaverton Waterworks and Fire Department Database Reconciliation

Under this task, MSA will facilitate a collaborative effort between the City and Tualatin Valley Fire and Rescue (TVF&R) to reconcile each agencies independent fire hydrant inventory databases. The City intends to adopt TVF&R's fire hydrant numbering convention and verify that all known hydrants within the City's water service are accounted for in both databases. The City will also invite neighboring water agencies to join this dialogue including Tualatin Valley Water District, West Slope Water District, Raleigh Water District and The City of Tigard. In addition, MSA will develop a basic digital database and GIS map layer for shared use by the City and TVF&R.

A. Coordinate with Tualatin Valley Fire and Rescue

    1. Determine record standards used by TVF&R for maintaining fire hydrant data including file type and record format.

    2. Review TVF&R's fire hydrant data collection methods including frequency of field data collection and map locations.

3. Identify stakeholders in each organization responsible for maintaining respective databases.

4. Conduct up to one meeting with TVF&R and neighboring water providers to review existing and proposed fire hydrant inventory practices.

B. Cross-Reference Databases by Location and Attributes

C. Collect Data for Unresolved Fire Hydrants

1. Develop list of unresolved hydrants for use in field data collection

2. Coordinate field data collection by TVF&R staff

D. Reconcile Database Identification Numbers

1. Assign common identification numbers to existing hydrants using TVF&R's numbering convention

2. Develop numbering convention for future hydrants

E. Develop GIS Map Layer for Shared Use by City and TVF&R

Task 4 – Contingency

Part F Reservoir Maintenance

Under Part E, engineering services are provided for reservoir maintenance work recommended during inspections and maintenance work completed under previous contracts. During the City's ASR 2 project, MSA recommended repairing a circumferential non-structural roof crack observed on the 1.0 MG Sorrento Reservoir No. 2. As part of MSA's evaluation of the City's Cooper Mountain Reservoir, it was recommended to conduct a leak test per AWWA D-110 specification.

Task 1 – Project Management

Meetings and coordination efforts related to managing reservoir maintenance work. Develop and transmit letters, memoranda, and documents related to this task.

Task 2 – 1.0 MG Sorrento Reservoir No. 2 Roof Crack Repair

Task 1 work consists of providing specifications and construction services for the roof crack repair on the Sorrento Reservoir No. 2. It is our understanding that this crack repair work will be added to the City's ASR 4 project currently under design by another consultant.

A. Project Coordination with ASR 4 Prime Consultant

Coordinate MSA's crack repair work with overall ASR 4 project design, bidding and construction schedule. Attend project meetings as required. Coordinate specification and drawing format with prime consultant as required.

B. Specifications and Estimates

Prepare specifications and drawing details for crack repair. It is anticipated that one plan and detail sheet will be prepared. Incorporate specifications and plan sheet into ASR 4 plans and specifications. Develop construction cost estimate.

C. Bidding Services

Provide assistance to the City and prime consultant as requested. Respond to bidder inquiries during the bid period. Review Contractor qualifications. Prepare addenda as needed and review bid results.

D. Construction Services

Review submittals and provide limited direct construction observation and inspector oversight for crack repair. Oversight will include assisting the on-site ASR 4 inspector and conducting up to three site visits during key stages of repair.

Task 3 – Cooper Mountain Inspection and Evaluation

Task 2 consists of assisting the City in conducting a leak test of Cooper Mountain Reservoir followed by a brief report to document the test and update previous reservoir inspection reports.

A. Assist City in Coordinating Leak Test

Coordinate and assist City staff in taking reservoir off line and conducting a leak test per AWWA D-110.

B. Cooper Mountain Reservoir Evaluation Update Report

Prepare technical memorandum report documenting and evaluating leak test and to review reservoir conditions observed as an update to earlier inspection reports.

Task 4 *Contingency*

UTILITY INFRASTRUCTURE IMPROVEMENT SERVICES
WATER WORKS IMPROVEMENTS - FY04/05
CITY OF BEAVERTON
PROPOSED FEE ESTIMATE

TASK	Principal ($130/hr)	Senior Engineer ($110/hr)	Engineer VI ($96/hr)	Engr. IV ($87/hr)	Engr. II ($78/hr)	Engr. I ($73/hr)	Tech. ($72/hr)	Clerical ($52/hr)	Total Hours	ESTIMATED FEES Labor	Expenses	Total
Part A - Sexton Mountain Pump Station Improvements												
Task 1 – SW Nora Road and SW 155th Ave. Valve Vaults												
A - Project Management	2	3						1	*6*	$ 642	$ 50	$ 692
B - Final Design of Isolation and PRV Vaults	1	3	4		4		4	2	*18*	$ 1,548	$ 2,100	$ 3,648
C - Design of Existing PRV Vault Improvements		2	4				4		*10*	$ 892	$ 50	$ 942
D - Bidding and Award Services		2			4			1	*7*	$ 584	$ 150	$ 734
E - Construction Services	1	4	5		15		4	3	*32*	$ 2,664	$ 300	$ 2,964
Task 2 - Sexton Mountain Pump Station Modifications												
A - Project Management	3	4						1	*8*	$ 882	$ 50	$ 932
B - Complete Preliminary Design: Plans, Specifications and Estimates	2	6	4		4		14	4	*34*	$ 2,832	$ 5,000	$ 7,832
C - Bidding and Award Services		2			4			1	*7*	$ 584	$ 150	$ 734
D - Construction Services	1	16	8		22		4	3	*54*	$ 4,818	$ 1,500	$ 6,318
Task 3 - Contingency									*0*	$ -	$ 2,500	$ 2,500
Part A - Subtotal									***176***	**$ 15,446**	**$ 11,850**	**$ 27,296**
Part B - Progress Quarry PRV and Tigard Intertie Station												
Task 1 - PRV/Intertie Vault Design and Construction												
A - Project Management	1	3		5					*9*	$ 895	$ 50	$ 945
B - Complete Preliminary Design		6		4	6		8		*24*	$ 2,052	$ 1,000	$ 3,052
C - Design: Plans, Specifications and Estimates	2	18		8	28		28	4	*88*	$ 7,344	$ 7,800	$ 15,144
D - Bidding and Award Services		4		2	6			2	*14*	$ 1,186	$ 75	$ 1,261
D - Construction Services	2	18		10	36		12	3	*81*	$ 6,938	$ 1,600	$ 8,538
E - Contingency									*0*	$ -	$ 2,500	$ 2,500
Part B - Subtotal									***216***	**$ 18,415**	**$ 13,025**	**$ 31,440**
Part C - 550-Foot Pressure Zone Improvements												
Task 1 - 550 Pressure Zone Waterline Work												
A. Project Management	1	4		2				1	*8*	$ 796	$ 50	$ 846
B. Complete Prliminary Design: Plans, Specifications and Estimates	1	6			12		10	4	*33*	$ 2,654	$ 2,600	$ 5,254
C. BPA Easement and Permit Acquisition		3			8		2	1	*14*	$ 1,150	$ 50	$ 1,200
D. Bidding and Award Services		2			2			2	*6*	$ 480	$ 100	$ 580
E. Construction Services	1	6			18		5	3	*33*	$ 2,710	$ 500	$ 3,210
F - Contingency										$ -	$ 1,500	$ 1,500
Task 2 - SW Weir Road PRV Vault												
A. Project Management	1	4		2				2	*9*	$ 848	$ 50	$ 898
B. Complete Prliminary Design: Plans, Specifications and Estimates	1	8		4	4		10	5	*32*	$ 2,650	$ 2,700	$ 5,350
C. Bidding and Award Services		8			2		4	2	*16*	$ 1,428	$ 150	$ 1,578
D. Construction Services	1	5		8	16		5	2	*37*	$ 3,088	$ 450	$ 3,538
E - Contingency										$ -	$ 1,500	$ 1,500
Task 3 - Existing PRV Modifications												
A. Assist City Staff In Coordinating PRV Modifications	1	8		8	6				*23*	$ 2,174	$ 50	$ 2,224
B. Field Assistance During PRV Modifications		4			10				*14*	$ 1,220	$ 150	$ 1,370
Part C - Subtotal									***188***	**$ 19,198**	**$ 9,850**	**$ 29,048**
Part D - Upper Pressure Zone Analysis												
Task 1 – Upper Pressure Zone Storage Analysis												
A. Determine Upper Pressure Zone Demands	2	4		20	8		4		*38*	$ 3,352	$ 200	$ 3,552
B. Determine Storage Requirements		2		24	8				*34*	$ 2,932	$ 250	$ 3,182
C. Assess Upper Pressure Zone Deficit		2		8	8				*18*	$ 1,540	$ 250	$ 1,790
D. Recommend Storage Capacity Improvements	2	4		36	4		8	10	*64*	$ 5,240	$ 300	$ 5,540
E. Contingency										$ -	$ 1,500	$ 1,500
Part D - Subtotal									***154***	**$ 13,064**	**$ 2,500**	**$ 15,564**

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UTILITY INFRASTRUCTURE IMPROVEMENT SERVICES
WATER WORKS IMPROVEMENTS - FY04/05
CITY OF BEAVERTON
PROPOSED FEE ESTIMATE

TASK	Principal ($130/hr)	Senior Engineer ($110/hr)	Engineer VI ($96/hr)	Engr. IV ($87/hr)	Engr. II ($78/hr)	Engr. I ($73/hr)	Tech. ($72/hr)	Clerical ($52/hr)	Total Hours	ESTIMATED FEES Labor	Expenses	Total
Part E - Fire Hydrant Database Update and Documentation												
Task 1 - Project Management	6	2		24				6	*38*	$ 3,400	$ -	$ 3,400
Task 2 – Waterworks GIS Database and Mapping Integration												
A. Format Fire Hydrant Digital Map and Database for GIS Integration		2		24		6	8		*40*	$ 3,200	$ 416	$ 3,616
B. Append Fire Hydrant Database into GIS Database				16		6			*22*	$ 1,764	$ 208	$ 1,972
C. Integrate Hydrant Database Update Proces with GIS Update Process				36				5	*41*	$ 3,274	$ 100	$ 3,374
Task 3 – Beaverton Waterworks and Fire Department Database Reconciliation												
A. Coordinate with Tualatin Valley Fire and Rescue	2	1		8					*11*	$ 1,028	$ 250	$ 1,278
B. Cross-Reference Databases by Location and Attributes				12					*12*	$ 1,008	$ 156	$ 1,164
C. Collect Data for Unresolved Fire Hydrants	1			8		10			*19*	$ 1,497	$ 104	$ 1,601
D. Reconcile Database Identification Numbers				18			5		*23*	$ 1,857	$ 299	$ 2,156
E. Develop GIS Map Layer	1			16			8		*25*	$ 2,021	$ 312	$ 2,333
Task 4 – Contingency										$ -	$ 1,500	$ 1,500
Part E - Subtotal									***193***	**$ 19,049**	**$ 3,345**	**$ 22,394**
Part F - Reservoir Maintenance												
Task 1 - Project Management	2	4						2	*8*	$ 804	$ -	$ 804
Task 2 - 1.0 MG Sorrento Reservoir Roof Crack Repair												
A - Project Coordination with ASR 4 Prime Consultant	2	8			6			3	*19*	$ 1,764	$ -	$ 1,764
B - Specifications and Estimates	1	8			10		2	5	*26*	$ 2,194	$ 1,600	$ 3,794
C - Biding Services		3			3			2	*8*	$ 668	$ 150	$ 818
D - Construction Services	1	14			18			2	*35*	$ 3,178	$ 200	$ 3,378
Task 3 - Cooper Mountain Reservoir Inspection and Evaluation												
A - Assist City in Cordinating leak test	1	8		4	8			4	*25*	$ 2,190	$ 250	$ 2,440
B - Cooper Mountain Reservoir Evalution Update Report	1	10		4	2				*17*	$ 1,734	$ 150	$ 1,884
Task 4 - Contingency									*0*	$ -	$ 1,500	$ 1,500
Part F - Subtotal									***138***	**$ 12,532**	**$ 3,850**	**$ 16,382**
TOTAL - ALL TASKS	***44***	***221***	***25***	***311***	***282***	***22***	***149***	***86***	***1140***	***$ 84,640***	***$ 41,920***	***$ 142,124***

Murray, Smith & Associates, Inc.
121 SW Salmon, Suite 900
Portland, OR 97204
Rates Valid: 7/1/2004 through 6/30/2005

Personnel:

Senior Principal	$144.00
Principal	130.00
Associate	123.00
Senior Engineer	110.00
Engineer VII	102.00
Engineer VI	96.00
Engineer V	92.00
Engineer IV	87.00
Engineer III	82.00
Engineer II	78.00
Engineer I	73.00
Senior Technician	85.00
Technician	72.00
Junior Technician	58.00
Administrator	64.00
Clerical	52.00

Project Expenses:

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Computer Aided Design and Drafting System	$13.00/hr
Mileage	Current IRS Rate
Long Distance Telephone	At Cost
Postage	At Cost
Printing and Reproduction	At Cost
Lodging and Subsistence	At Cost

Outside Services:

Outside technical, professional and other services will be invoiced at actual cost plus 10 percent to cover administration and overhead.

CITY OF BEAVERTON
RETAINER AGREEMENT
UTILITY INFRASTURCTURE IMPROVEMENT SERVICES
WATER AND WATERWORKS IMPROVEMENTS

THIS RETAINER AGREEMENT ("Contract") is entered into between the City of Beaverton, Oregon, located at 4755 SW Griffith Drive, P.O. Box 4755, Beaverton, Oregon 97076-4755 ("City") and **MURRAY, SMITH & ASSOCIATES, INC.** located at **121 SW SALMON ST, SUITE 900, PORTLAND, OR 97204** ("Contractor"). The City's primary supervisor for this Contract ("Contract Administrator") is **JOEL HOWIE, PROJECT ENGINEER**

THE PARTIES HEREBY AGREE THAT:

1. **EFFECTIVE DATE; DURATION.** This Contract shall become effective on the date this Contract has been signed by every party hereto and, approved by legal counsel for the City. Unless terminated or extended, this Contract shall expire on **JUNE 30, 2007**

2. **STATEMENT OF WORK.** Upon receipt of a request from City, Contractor may respond to the description of the specific services to be rendered; the schedule to be followed; the requirements of the City's participation, if any; and prepare a firm price for the service or a maximum price not to exceed a stated figure, based on the prices for personnel, subsistence, equipment and supplies, and other conditions. The Contractor can decline to submit a response to any request if Contractor is at the limit of Contractor's bonding capacity due to other jobs in progress. Upon mutual acceptance of the scope and cost of service for a particular project ("Project" or "Work"), a Project Contract supplementing this Contract will be prepared to establish these factors and will contain the manner of invoicing, reporting, and other conditions and requirements as may be determined for the Project. All services including drawings, documents, plans, and specifications prepared by Contractor and/or Contractor's consultants shall be performed or prepared in accordance with the generally accepted standard of care and quality for the trade/profession in the Pacific Northwest.

3. **CONTRACT DOCUMENTS.** In the event of a conflict between or among the terms of this instrument, any proposal and/or request for proposals, the following order of precedence shall prevail: (a) this instrument, (b) the Project Contract supplementing this instrument; (c) attached exhibits to this instrument or the Project Contract; (d) the request for proposal, (e) the proposal. Nothing herein shall be considered as an acceptance of the terms of a proposal if the terms of the proposal conflict or are otherwise incompatible with the express terms contained herein or in the City's request for proposal.

4. **CONSIDERATION.** City shall pay Contractor either a sum certain or at a fixed hourly rate for satisfactory accomplishment of the Work required by the Project Contract. A maximum, not-to-exceed amount of compensation payable to Contractor under the Project Contract, which includes any allowable expenses or reimbursement, shall be established and made a part of any Project Contract entered into.

5. **ASSIGNMENT AND SUBCONTRACTORS.** Contractor shall not assign, sell, subcontract, dispose of or transfer rights or delegate duties hereunder, either in whole or in part, without the City's prior written consent; provided, however, that money due to Contractor may be assigned, if the City is given written notice thereof, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the City. In no instance shall such consent relieve Contractor of any obligations hereunder. Any assignee, transferee or subcontractor shall be considered the agent of the Contractor and be bound to abide by all provisions of this Contract. Contractor, and its surety, if any, shall remain liable to City for complete performance of this Contract as if no such assignment, sale, subcontracting, disposal, transfer or delegation had occurred, unless City otherwise agrees in writing. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

6. **TERMINATION.** The parties may effect terminate of this Contract in the manners indicated:
   a. **Parties' Right to Terminate for Convenience.** This Contract may be terminated at any time by mutual written consent of the parties.
   b. **City's Right to Terminate for Convenience.** City may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days notice to Contractor.
   c. **City's Right to Terminate for Cause.** City may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as City may establish in such notice, upon the occurrence of any of the following events:
      (i) City fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;

(ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;

(iii) Contractor no longer holds any license or certificate that is required to perform the work; or

(iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of City's notice, or such longer period as City may specify in such notice.

d. **Consultant's Right to Terminate for Cause.** Contractor may terminate this Contract upon 30 days' notice to City if City fails to pay Contractor pursuant to the terms of this Contract and City fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

e. **Remedies.** (i) In the event of termination pursuant to subsections a, b, c(i), c(ii) or d, of this Section, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by City, less previous amounts paid and any claim(s) which City has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to City upon demand. (ii) In the event of termination pursuant to subsection c(iii) or c(iv) of this Section, City shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under subsection c(iii) or c(iv) of this Section, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to subsection b of this Section.

f. **Consultant's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon City's request, Contractor shall promptly surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the work.

7. FORCE MAJEURE. Neither party shall be held responsible for delay or default caused by war, insurrection, acts of terrorism, strikes, lockouts, labor disputes, riots, terrorist acts or other acts of political sabotage, volcanoes, floods earthquakes, fires, acts of God, acts of the public enemy, epidemic, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priorities, severe weather, or any other uncontrollable or unforeseeable act or circumstance beyond a party's reasonable control and without the fault or negligence of the party. The affected party, however, shall make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. In the event of such delay, the party delayed shall give written notice of the delay and the reason therefor to the other party within 30 days after the delayed party learns of the delaying event. An extension of time for any such cause shall be for the period of duration of the cause. Delays under this paragraph shall not be the basis for additional compensation payable to the Contractor.

8. MODIFICATION. Any modification of the provisions of this Contract shall not be enforceable unless first reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Contractor, which increases or decreases the cost to City over the agreed sum or changes or modifies the Statement of Services or Delivery Schedule. Any such modification shall be effective only in the specific instance and for the specific purpose identified in the modification. The services of the Contractor with regard to any specific Work requested by the City shall be specified in a Project Contract supplementing this Contract.

In the event that Contractor receives any communication of whatsoever nature from City that Contractor contends gives rise to any modification of this Contract, Contractor shall, within 15 calendar days after receipt, make a written request for modification to City. Contractor's failure to submit such written request for modification in a timely manner may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment and other costs. If Contractor incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original Contract or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has agreed to pay.

9. ACCESS TO RECORDS. Contractor shall maintain all books, documents, papers and records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. City, state and federal government, and their duly authorized representatives, shall have access to Contractor's books, documents, papers, plans, writings and records that

are directly pertinent to this Contract for the purpose of performing examinations and audits and making excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three years from the date of Contract expiration, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by City. The state and federal governments and their duly authorized representatives are intended beneficiaries of the terms of this provision.

10. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and executive orders applicable to the Work to be performed under this Contract. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules or regulations shall not relieve Contractor of these obligations or the requirements of this Contract. Without limiting the foregoing, Contractor shall comply with all federal, state and local civil rights and rehabilitation laws prohibiting discrimination because of race, sex, national origin, religion, age or disability, and shall comply with all applicable provisions of ORS 279.310 through 279.430. The provisions of ORS 279.310, ORS 279.312, ORS 279.314, ORS 279.316 and ORS 279.320 are hereby incorporated herein by this reference and the applicable terms therein shall be binding upon Contractor. The parties shall comply with any state or federal law or regulation specific to the funding source support this Contract.

11. **INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES & WITHHOLDING.** The Work to be rendered under this Contract is that of an Independent Contractor. Contractor is not to be considered an agent or employee of City for any purpose. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. As used herein, "Independent Contractor" means that:

a. Contractor is free from direction and control over the means and manner of providing labor or services, subject only to City's right to specify the desired results.
b. Contractor is responsible for obtaining all required business registrations or professional occupational licenses.
c. Contractor furnishes the tools or equipment necessary to perform the contracted labor or services.
d. Contractor has the authority to hire and fire Contractor's employees.
e. Contractor is registered under ORS chapter 701 to provide labor or services for which such registration is required.
f. For labor and services performed as an Independent Contractor in the previous year, Contractor has either filed federal and state income tax returns in the name of Contractor's business or, in the alternative; Contractor has filed a Schedule C tax form as part of Contractor's personal income tax return.
g. Contractor represents to the public that the labor or services described herein are to be provided by an independently established business.
h. Payment to the Contractor is made upon completion or periodic completion of the performance required herein, or is made based on a periodic retainer.

Neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits (including, but not limited to, social security, workers' compensation and unemployment insurance benefits) that City provides its employees. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract. Unless Consultant is subject to backup withholding, City will not withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations.

12. **REPRESENTATIONS AND WARRANTIES; STANDARD OF CARE.** Contractor represents and warrants to City that:

a. Contractor has the power and authority to enter into and perform this Contract;
b. When executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
c. If Contractor provides personal services under this contract, the Work under this Contract shall be performed in a good and workmanlike manner;
d. If Contractor provides professional services under this contract, the Work under this Contract shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care, skill and diligence ordinarily exercised by members of the profession currently practicing under similar conditions; and
e. Contractor shall, at all times during the term of this Contract, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent.

The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

City does not warrant or guarantee that any work will be requested or authorized under this Contract. No Work will be undertaken pursuant to this Contract unless a written Project Contract supplementing this Contract with terms and conditions regarding the specific Work requested by the City is executed and a Notice to Proceed is issued.

13. **OWNERSHIP OF WORK PRODUCT.** All work products or any form of property originated or prepared by Contractor that results from this Contract are the exclusive property of City. Contractor understands and agrees that the work to be performed for City under this Contract shall be considered "work for hire" and City shall be deemed the exclusive owner of all rights to copyright the work once performed no matter when it comes into City's physical possession.

14. **INDEMNITY.** With regard to the Contractor's performance in connection with or incidental to the Work, but excluding its performance of professional services and the indemnification and hold harmless aspects thereto as set forth below, the Contractor shall defend, indemnify, protect and hold the City, its officials, agents, employees and volunteers harmless from and against any and all claims, suits, actions, losses, costs or judgments of any nature for damages or injuries to any person or property, including injury to the Contractor's or its subcontractors' employees, agents or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless or willful acts or omissions of the Contractor and its subcontractors and their agents, officers or employees, in performing Work herein, and all expenses of investigating and defending against same, including attorney fees and costs at trial and on appeal; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its officials, agents, employees and volunteers.

With regard to the Contractor's performance of professional services, Contractor shall defend, indemnify and hold harmless the City, its officials, agents, employees and volunteers from and against any and all claims, costs, suits, actions, losses, expenses and damages, including attorney's fees and costs at trial and on appeal, arising from the willful misconduct or negligent acts, errors or omissions of the Consultant and/or its subconsultants associated with the Work.

15. **INSURANCE COVERAGE.** The City's Sample Project Contract (see Appendix B) has several options for types and amounts of required insurance coverage. These options allow the City to tailor insurance coverage to specific project circumstances. The type and amount of insurance coverage actually required for a specific project is determined in conjunction with the letting of a Project Contract.

The following are the minimum kinds and amounts of insurance a contractor must have to be eligible for placement on City's retainer list (insurance must have coverage terms and conditions equivalent to those insurance terms and conditions described in the Sample Project Contract).

•WORKERS' COMPENSATION INSURANCE & EMPLOYER LIABILITY INSURANCE
As required under Oregon law, unless statutorily exempt.

•COMMERCIAL GENERAL LIABILITY INSURANCE
Not less than $500,000 combined single limit.

•AUTOMOBILE LIABILITY INSURANCE
Not less than $500,000 each accident.

•PROFESSIONAL LIABILITY INSURANCE
Not less than $500,000 combined single limit per claim with a $2,000,000 annual aggregate.

Meeting the minimum insurance coverage requirements set out above does not guarantee that for a specific project the City cannot require different coverage or greater amount of coverage consistent with the insurance provisions set forth in the Sample Project Contract.

16. **INSURANCE CERTIFICATION; OTHER INSURANCE REQUIREMENTS.** Before Contractor commences Work under this Contract, Contractor shall furnish City, through its Risk Manager, with acceptable certificates evidencing the types, amounts and issuers of insurance coverage meeting the minimum requirements of this Contract. The certificate shall specify all of the parties who are Additional Insureds. If a certificate of insurance coverage is unavailable from a particular insurer, alternative proof of insurance coverage acceptable to City shall be arranged. Renewal certificates of insurance shall be furnished no later than 15 days before the expiration of the policy. Any deductibles or self-insured retentions must be stated on the certificate of insurance, which shall be sent to and approved by City's Risk Manager in advance to commencement of Work under this contract.

In all instances concerning all forms of insurance required by this Contract:

a. The insurance shall be issued by a company authorized to do insurance business in the State of Oregon;
b. Upon request, complete copies of insurance policies, trust agreements etc. shall be provided to City;
c. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance amounts;
d. Umbrella or Excess Liability Insurance may be used to achieve the above minimum liability limits, so long as policy is endorsed to state it is "As Broad as Primary Policy." If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess Liability Insurance policy may be required;
e. Contractor shall provide City not less than 30 days written notice of Contractor's intent to cancel, terminate or make any material change affecting required insurance coverage;
f. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than 30 days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance with an insurer meeting the requirements
g. Except for Professional Liability Insurance, the insurance shall be provided by a carrier with A.M. Best's Rating of A- or better and Financial Performance Rating of 7 or better. Contractor's Professional Liability Insurance policy shall be written by an insurer satisfactory to City and may be written on a claims made basis, provided Contractor, at Contractor's own expense, maintains the Professional Liability Insurance in full force for not less 24 months following completion of this Contract; and
h. The insurance provided by Contractor and its subcontractors shall apply on a primary basis and be required to respond and pay prior to any other available coverage. Any insurance maintained by the City shall be excess of and shall not contribute with the insurance provided by Contractor and its subcontractors.

City reserves the right to review the types of coverages and limits of insurance required herein from time to time. In the event that City changes its insurance requirements after this Contract has been signed, City will provide notice to Contractor of the new requirements. Contractor shall promptly modify its coverage to comply with the new requirements and provide City with updated evidence of coverage. Contractor will be entitled to an adjustment in the Contract price for any increase in premium resulting from such changes, provided Contractor can establish with reasonable certainty that the increased premium was due to changes required by City. Premium savings from any changes shall be refunded to City.

17. LIMITATION OF LIABILITIES. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms; provided, however, this provision does not apply to liability arising under or relating to Section 6(e)(ii) (Termination) or Section 12 (Representations and Warranties; Standard of Care).

18. NOTICE. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or City at the address or number as identified herein above, or to such other addresses or numbers as either party from time to time may designate in writing. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against City, such facsimile transmission must be confirmed by telephone notice to the Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

19. NO THIRD PARTY BENEFICIARIES. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

20. CONFLICT OF INTEREST. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

21. HAZARD COMMUNICATION. Contractor shall notify City before using products containing hazardous chemicals to which City employees or patrons may be exposed. In accordance with the OR-OSHA Hazard Communication Rules in OAR chapter 437, division 155, Contractor shall provide City with a Material Safety Data Sheet for any goods provided under this Contract that may release, or otherwise result in exposure to a hazardous chemical under normal conditions of use (OAR 437-155-005(2), 437-155-025). In addition, Contractor must label, tag, or mark such goods.

22. **Disclosure of Social Security Number.** Contractor must provide Contractor's Social Security Number unless Contractor provides a federal tax ID number. This number is requested pursuant to OAR 125-20-410(3) and § VI-0035 C.2 of the City's Rules of Procedure for Public and Personal Service Contracts (Resolution 3708, as amended). Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

23. **Dispute Resolution.** Any disputes under this Contract not resolved by the parties through direct communication shall be dealt with first by the aggrieved party giving the other party written notice of the dispute and, within 20 days after receipt of said notice, the receiving party submitting to the aggrieved party a written response. The notice and response shall include a statement of each party's position and a summary of the evidence and arguments supporting its position. Any disputes not resolved by this process shall be submitted to mediation before commencement of litigation.

The mediator shall be named by mutual agreement of the parties or by obtaining a list of five qualified persons from the parties and alternatively striking names. The mediator shall have the duty and responsibility to assist the parties in resolving all issues submitted for mediation. The parties shall cooperate and operate to resolve all matters in dispute with the assistance of the mediator. The parties shall share the mediator's fees and expenses equally, unless they agree otherwise. The mediation shall terminate by: (a) written agreement signed by the parties; (b) determination by the mediator that the parties are at an irresolvable impasse; or (c) two unexcused absences by either party from the mediation session. The mediator shall not participate in any claim or controversy arising out of this Contract and may not be called as a witness to testify in any proceeding involving the subject matter of mediation. ORS 36.100 to 36.245 shall apply to the entire process of mediation.

The mediation shall commence at a mutually acceptable time and place within sixty days of the date of the aggrieved party's notice. Mediation may continue as often and as long as thereafter as the mediator and the parties reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. Should the mediation fail to settle such dispute within 60 days of the commencement of mediation, or if the party receiving said notice do not meet within sixty days of said notice, either party may terminate mediation. The parties shall share equally the costs of the mediator. Each party shall be responsible for its own costs of mediation.

24. **Survival.** Expiration shall not extinguish or prejudice City's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured. All representations, indemnifications, warranties and guarantees made in, required by or given by the Contractor in accordance with this Contract, as well as all continuing obligations indicated in the Contract, will survive final payment to the Contractor, completion of the Work and termination or completion of the Contract.

25. **Time is of the Essence.** Time is of the essence under this Contract.

26. **Governing Law.** This Contract is entered into and is to be performed in Oregon and shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit, or proceeding between City and Contractor arising from or relating to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. Contractor hereby consents to *in personam* jurisdiction of said courts.

27. **Captions.** The captions or headings in this Contract are for are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

28. **Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

29. **Merger.** This Contract (including, to the extent provided herein, any attached exhibits or any Project Contract supplementing this instrument) constitutes the entire and integrated agreement between the parties and supersedes all prior contracts, negotiations, representations or agreements, either written or oral. There are no understandings, agreements, representations, oral or written, not specified herein regarding this agreement.

30. **Waiver.** City's failure to enforce a provision of this Contract shall not constitute a continuing waiver, shall not constitute a relinquishment of City's right to performance in the future and shall not operate as a waiver of City's right to enforce any other provision of this Contract.

31. **Severability.** If any term or provision, or portions thereof, of this Contract is declared by an arbiter or a court of competent jurisdiction to be illegal, invalid, void, or otherwise unenforceable, each such term or provision shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable; all other provisions and requirements of this Contract shall remain in full force and effect insofar as possible to preserve the lawful anticipated benefits of this Contract to the parties.

Certification

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws; (d) Contractor is an independent Contractor as defined in ORS 670.600; and (e) the Contractor data set forth herein is true and accurate.

The parties, by their signature below, acknowledge having read and understood the Contract and agree to be bound by its terms and conditions.

AGREED TO BY THE PARTIES HERETO:

CITY OF BEAVERTON, OREGON

BY: Rob Drake

TITLE: MAYOR

DATE: 8/19/04

Approved as to legal sufficiency:

WBK

CONTRACTOR: **MURRAY, SMITH & ASSOCIATES, INC**

BY: Paul Smith

TITLE: President

DATE: 8/12/2004

☐ Federal Tax ID#: 93-0768555; or

☐ SSN: ______-______-______

This payment information must be provided for Contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification submitted. (See IRS 1099 for more information.) Information not matching IRS records could subject Contractor to backup withholding.

EXHIBIT 4

CITY OF TIGARD
OREGON

December 16, 2004

RECEIVED
DEC 17 2004
ENGINEERING DEPT.

Mr. David Winship, PE, PLS, WRE
City of Beaverton
Engineering Department
PO Box 4755
Beaverton, OR 97076-4755

RE: 550-FOOT ZONE INTERTIE WITH TIGARD AT PROGRESS QUARRY

David:

Thank you for the information you sent regarding the proposed upgrade of your PRV vault in the Progress Quarry site. The upgrade would include an enlarged vault to also house an 18-inch meter for Tigard, in addition to a PRV that will serve Beaverton. Beaverton has already extended an 18-inch water line from the future meter location southerly to SW Barrows Road where it will be stubbed for Tigard's use.

We understand that it is time to design the meter and vault and MSA has given you an estimate of the costs of that meter along with the necessary project management, bidding and construction management costs. The estimate of the MSA costs is $31,440 per their draft proposal to you dated October 4, 2004.

Beaverton is proposing that Tigard do two things: 1) reimburse Beaverton for the value of the 18-inch water line from the meter location to SW Barrows Road; and 2) share in the costs of design and construction for the meter/PRV vault. Actual construction costs for the meter and vault will be determined through the bidding process. Beaverton has agreed to front the design costs of the meter and vault provided Tigard enter into an intergovernmental agreement (IGA) with Beaverton to reimburse them for a portion of those costs.

We are in agreement with the above and will enter into an IGA as requested. We have projected $200,000 in our FY 05/06 CIP to fund a connection with Beaverton, which could include some water line improvements on our side. We have also projected another $200,000 in FY 06/07 to continue any additional improvements related to the Beaverton connection.

I have spoken with Bill Monahan, City Manager, about our proposal and he is in agreement with me that this proposed connection to the Beaverton system is a benefit to the City of Tigard.

Please let me know if there is anything more you need before proceeding to your council for contract approval with MSA.

Sincerely,

Dennis Koellermeier
Public Works Director

i:\pw\dennis\beaverton\120204-winship-intertie.doc

EXHIBIT 5

AGENDA BILL

Beaverton City Council
Beaverton, Oregon

SUBJECT: Bid Award – Beaverton/Tigard Water Intertie Pipeline and Master Meter on Barrows Road

FOR AGENDA OF: 4/29/02 **BILL NO:** 02119

Mayor's Approval: Rob Drake

DEPARTMENT OF ORIGIN: Engineering TK

DATE SUBMITTED: 4/16/02

CLEARANCES: Purchasing SW
Finance ~~PH~~ O'Claire
City Attorney MP

PROCEEDING: Consent Agenda
Contract Review Board

EXHIBITS:
- Funding/Cost Share Plan
- AB No. 01338

BUDGET IMPACT

EXPENDITURE REQUIRED	$	*City Portion	AMOUNT BUDGETED $**	APPROPRIATION REQUIRED $-0-
	$	*Tigard Portion	$174,500**	$**

* Amount of the lowest responsive bid amount, which will be forwarded to Council following opening and review of the bids on April 25, 2002.
** See attached Funding and Cost Share Plan. Beaverton's portion of the estimated expenditures is funded from the Water Construction Fund, Water Extra-Capacity Supply System Program, Account No. 505-75-3620. The City of Tigard's portion is to be reimbursed to Beaverton through the IGA (Intergovernmental Agreement), a draft of which is included in the attached Agenda Bill No. 01338 and that was signed by the Mayor on December 18, 2001. The IGA includes a $174,500 contribution from the City of Tigard for construction of the intertie and meter project. Should Tigard's portion of the bid awarded by Council be greater than $174,500, Tigard staff may have to return to Tigard City Council to request additional funds.

HISTORICAL PERSPECTIVE:

On November 5, 2001, Council approved the attached Agenda Bill No. 01338, which proposed signing an intergovernmental agreement with the City of Tigard to build a jointly funded water intertie pipeline and master meter to convey drinking water from Beaverton to Tigard. The Tigard intertie (or interconnection) and meter project was first budgeted and anticipated to be built in FY 00-01, but was postponed until Tigard gained a written service assurance for purchase of JWC surplus water.

An additional section of 12-inch diameter piping is proposed to be located on Loon Drive north of Scholls Ferry Road, which is needed to increase the capacity of the local distribution system to serve the City's future Aquifer, Storage and Recovery (ASR) Well No. 3 and to achieve the desired supply capacity to Tigard of 4 million gallons per day through the master meter.

A map of the intertie pipeline and master meter and more in depth description of the project are included in the attached Agenda Bill No. 01338.

INFORMATION FOR CONSIDERATION:
The invitation for bids was advertised in the Daily Journal of Commerce on April 3, 2002. Bids for the Beaverton/Tigard Water Intertie Pipeline and Master Meter on Barrows Road will be received until 10:00 a.m. on April 25, 2002, and opened and read at 2:00 p.m. in the Finance Department Conference Room. The combined project requires a construction time of 75 days to complete the work, well into the summer peak water demand season. In order to complete the project in the least amount of time to allow Tigard to possibly begin drawing water this summer (depending on available surplus water), staff scheduled the bid opening for April 25 and bid award on April 29, 2002. Staff propose to deliver the results of the bid opening to the Council prior to the Council meeting of April 29, after staff has reviewed and completed a recommendation of the lowest responsive and responsible bid.

Staff estimates that the cost of construction will be $500,000, and funding is proposed as shown in the attached Funding and Cost Share Plan. Should bids exceed the amount shown in the Funding and Cost Share Plan for Beaverton, staff will deliver to the members of the Council a funding plan showing sufficient funding for the project (using unspent funding from other capital projects) or recommending rejection of all bids if they significantly exceed estimates or if the public interest so requires. By IGA, the City of Tigard must consent to the bid award. A written approval/rejection from Tigard will be submitted to Beaverton staff prior to the Council meeting and will be considered in the staff recommendation to Council of the bid award. If Tigard recommends rejection of the bid, the project will be re-bid later.

RECOMMENDED ACTION:
Council award a contract to the lowest responsive and responsible bid received, as shown on the bid summary to be submitted separately to Council prior to the Council meeting.

Bid Award – Beaverton/Tigard Water Intertie Pipeline and Master Meter on Barrows Road

Funding and Cost Share Plan

City	Type of Cost	Beaverton Budget Account	Estimated Cost Obligation	Amount Budgeted	FY 01-02 Appropriation Required
Beaverton	Construction	505-75-3620-682 **(1)**	$236,000	$236,000	$0
Beaverton	Construction	505-75-3620-682 **(2)**	$40,000	$445,000	$0
Tigard	Construction	505-75-3620-682 **(3)**	$224,000	$174,500	$49,500
	Total		**$500,000**	**$855,500**	**$49,500 (3)**

(1) Source of funding is the Water Construction Fund, Program: Water Extra-Capacity Supply System, New Interconnection /Meter to City of Tigard. Total budgeted for FY 01-02 in 505-75-3620-682 is $2,065,000.

(2) Source of funding is the Water Construction Fund, Program: Water Extra-Capacity Supply System, ASR Well Nos. 3 and 4. Total budgeted in FY 01-02 in 505-75-3620-682 is $2,065,000.

(3) Source of funding is the Water Fund's Contingency Account No. 501-80-0741-991. Funds are available in this account and an appropriation in the next scheduled supplemental budget is proposed. The need for an appropriation will depnd on the bid results. Tigard will have to agree to the increase in reimbursement to Beaverton following bid opening and prior to the bid award.

AGENDA BILL

Beaverton City Council
Beaverton, Oregon

SUBJECT: Water Intertie Pipeline and Master Meter Intergovernmental Agreement Between the City of Beaverton and the City of Tigard

FOR AGENDA OF: 11/5/01 **BILL NO:** 01338

Mayor's Approval: [signature]

DEPARTMENT OF ORIGIN: Engineering

DATE SUBMITTED: 10/22/01

CLEARANCES: Purchasing
Finance
City Attorney

PROCEEDING: Consent Agenda
Contract Review Board

EXHIBITS:
- Draft IGA
- Vicinity Map, Exhibit "C"
- Funding/Cost Share Plan, Exhibit "D"

BUDGET IMPACT

EXPENDITURE REQUIRED	AMOUNT BUDGETED	APPROPRIATION REQUIRED
$479,048 *	$100,000 **	$379,048 ***

* See attached Funding and Cost Share Plan
** Source of funding is the Water Construction Fund, Program: Water Extra-Capacity Supply System, New Interconnection/Meter to City of Tigard
*** Supplemental Budget request pending

HISTORICAL PERSPECTIVE:

To supplement other sometimes-limited sources of drinking water over the last two years, the City of Tigard has purchased a total of 147 million gallons of drinking water from the City of Beaverton. The two cities have two existing meters to convey water from one to the other, but there is a limitation of about 1-3 million gallons per day depending upon available pressure on the Beaverton side of the meters. Water pressure varies between the cities with time of day and time of year. Tigard and Beaverton staff and engineering consultants have determined that an additional sustained 4 million gallons per day could be provided to Tigard, if a new intertie pipeline and meter were installed in a pumped pressure zone of Beaverton and conveyed to a lower water pressure zone in Tigard. The proposed master meter will be constructed with a fully automated computer-control system, using Beaverton's telemetry platform. Tigard would also have telemetry access to the meter to monitor flow and pressure. To this end, Council awarded an engineering design contract to Murray, Smith & Associates, Incorporated (MSA), for a new high-capacity intertie and master meter. Agenda Bill No. 00-319, which recommends awarding the consultant contract, is attached to a separate agenda bill to be considered by Council at the same meeting.

The intertie pipeline and master meter design was initiated, but was postponed at the preliminary design phase to allow time for the City of Tigard to reach a Memorandum Of Understanding (MOU) it sought with the Joint Water Commission (JWC) that would assure Tigard the ability to purchase surplus JWC water wheeled through Beaverton for an indefinite period. Without that assurance, Tigard staff were reluctant to move forward with the project. A copy of the MOU, dated May 18, 2001, is attached.

INFORMATION FOR CONSIDERATION:
The Tigard intertie (or interconnection) and meter project was first budgeted and anticipated to be built in FY 00-01, but as noted above, was postponed until Tigard gained a written service assurance for purchase of JWC surplus water. Water is to be wheeled from the JWC through Beaverton to Tigard. A separate agenda bill requests two pieces of engineering work related to this project, not covered in the existing MSA contract approved under Agenda Bill No. 00-319. One additional piece would provide engineering services for added piping needed to complete the Beaverton's share of the intertie and master meter. The added piping is located primarily on Loon Drive north of Scholls Ferry Road to increase the capacity of the local distribution system to serve the City's future Aquifer, Storage and Recovery (ASR) Well No. 3 and to achieve the desired supply capacity to Tigard of 4 million gallons per day through the master meter. The other piece is covered in a separate MSA proposal to design Tigard's share of piping required to convey water to Tigard.

At Tigard's request and as set out in the attached draft IGA, Beaverton staff will serve as project manager and Beaverton will serve as the contracting agency. Tigard has agreed to reimburse Beaverton for its share of the project costs, which are estimated to total $221,548, comprised of $47,048 in engineering and $174,500 for construction. Under this agreement, Beaverton's share of the project costs are estimated to total $257,500, comprised of $21,500 engineering costs and $236,000 for construction. Of Beaverton's total obligation, $100,000 is currently budgeted in the FY 01-02 fiscal budget. Therefore, a total appropriation is required of $221,548 plus $157,500 for a total appropriation of $379,048.

RECOMMENDED ACTION:
1. Council authorize the Mayor to execute an intergovernmental agreement with the City of Tigard, approved as to form by the City Attorney, for the Beaverton/Tigard Intertie Pipeline and Master Meter.

2. Council direct the Finance Director to include the additional appropriations in the Supplemental Budget scheduled for review by the Budget Committee and approval by the City Council on November 15, 2001.

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BEAVERTON/TIGARD INTERCONNECTION PIPELINE AND MASTER METER INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BEAVERTON THE CITY OF TIGARD

This agreement, dated ______________________, 2001, is between the CITY OF BEAVERTON (Beaverton) and the CITY OF TIGARD (Tigard).

A. RECITALS

WHEREAS, ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes local government entities to delegate to each other authority to perform their respective functions as necessary; and

WHEREAS, the City of Tigard desires to purchase drinking water from the City of Beaverton and its main supply agency the Joint Water Commission (JWC) in a volume up to 4 million gallons per day, to supplement other sources of water for it customers; and,

WHEREAS, the City of Tigard entered into a Memorandum Of Understanding (MOU) with the Joint Water Commission on May 18, 2001, which includes a provision for Tigard to purchase water originating from the JWC upon consent of the JWC members and at rates and terms mutually agreed upon between Tigard and the JWC; and,

WHEREAS, Tigard and Beaverton previously entered into an intergovernmental agreement on July 1, 1982, for the purposes of supplying water between both parties; and,

WHEREAS, The parties wish to design and construct an intertie pipeline, master meter and telemetry between Beaverton's water system and Tigard to provide water to the other party in either direction; now, therefore

IT IS AGREED:

Contracting Agency and Role and Responsibilities:

1) Beaverton will manage the design and construction engineering consultant and shall administer the bidding and construction of the Project, including, review, approval and payment of progress payments to the contractor. Beaverton shall be named as the "Owner" of the Project on the contract documents including the surety bonds.

2) Tigard may participate in the pre-bid meeting, bid review and selection of contractor and may review all pay requests and progress payments administered by Beaverton as they apply to Tigard portion of the Project. All field inspection and direct communication with the contractor related to the Project will be provided by Beaverton. Tigard may review and provide oversight inspection of its own to monitor progress of the construction work. At Tigard's request, Beaverton will cause changes to the construction work desired by Tigard, such as change orders to add to or modify

the design for portions of the work. Tigard agrees to reimburse Beaverton for changes in the work, requested by Tigard, that increase the cost of the Tigard portion of the Project, under this Agreement. Existing water system operation and shut down, as necessary, shall be performed by each respective agency's personnel for corresponding areas of jurisdiction. Beaverton and Tigard each shall be responsible for final acceptance of work completed as to their respective facilities.

Design and Construction Engineering Consultant:

Beaverton and Tigard have agreed to contract with Murray, Smith & Associates to provide engineering services as the firm is currently under contract to Beaverton for related work, the firm's familiarity with both water systems, and for reasons of economy of scale and design continuity of improvements built for each party. As shown on the attached Exhibit "D" to this Agreement, Tigard agrees to reimburse Beaverton for the consultant contract as described in proposal shown on attached Exhibit "E."

The Project

The subject Project is located as shown in map Exhibit "C" of this agreement.
The consultant contract included in the Project is to provide engineering services for piping needed to complete intertie piping on the Beaverton side of the proposed master meter and intertie piping for which Tigard will reimburse Beaverton that is not covered in an existing MSA contract with Beaverton. The added Beaverton piping is located primarily on Loon Drive north of Scholls Ferry Road and will increase the capacity of Beaverton's local distribution system to achieve the desired supply capacity to Tigard of 4 million gallons per day through the master meter to supply Tigard with water. The Project is described in the MSA consultant proposal attached as Exhibit "E" of this Agreement.

Funding and Compensation

As the contracting agency, Beaverton will budget and pay all design consultant and construction costs related to the Project, including payments to the contractor and construction contract administration costs, with Tigard reimbursing Beaverton for the cost described below under the "Tigard's Obligations" section of the Agreement.

Beaverton's Obligations

1) Beaverton shall, as a separate bid schedule, include the Tigard facilities required to transmit water between the two cities. The total cost of the Project is estimated to be $479,048 under this Agreement. The cost to Tigard, as shown in Exhibit "D" to this Agreement, will not exceed $221,548. Beaverton shall provide Tigard with the opportunity for review of bid documents for the Project before bidding. Beaverton shall provide Tigard with the opportunity to accept or reject the contractor's bid price in the bid schedule for work to be reimbursed by Tigard. Upon mutual agreement by both parties, Beaverton will award or reject the bid.

2) Beaverton shall provide Tigard with as-built drawings acceptable to the City within three months of completion of the Project.

3) Beaverton shall provide construction management and inspection services for the Project. Beaverton shall be responsible for acceptance of contractor's work on behalf of the two parties

Tigard's Obligations

Tigard will reimburse Beaverton for engineering and construction costs associated with the intertie connection piping from Tigard to the Tigard side of the proposed master meter and pressure reducing vault (as described on Page 2 of 4 in Exhibit "E"; and one-half of the equivalent cost of interconnection piping from the master meter and pressure reducing valve vault to the intersection of SW Barrows Road and Scholls Ferry Road. The cost of the latter section of interconnection piping is to more evenly distribute cost of the joint Project and since the master meter and pressure reducing valve vault was moved south of the initial location for design constraint reasons. In any case, Tigard's cost obligation shall not exceed the amount of $221,548, without prior written consent by Tigard's Project representative.

Mutual Obligations

1) Beaverton and Tigard shall review and consider each others comments on consultant's work and endeavor to reach consensus regarding the design and bid documents prior to bidding of the Project.

2) Any contingency funds not expended in consultant and/or construction contracts shall be split proportionally between Beaverton and Tigard.

3) Water to be purchased from Beaverton by Tigard shall be in accordance with the attached MOU Exhibit "A" and agreement Exhibit "B" and other applicable agreements between Beaverton and the Joint Water Commission. Rate methodology established in the 1982 agreement (Exhibit "B") may not be applicable to the current situation and rate provision of that agreement. This Agreement replaces the rates provision of the 1982 agreement and any other valid previous agreements to set rates for water passing in either direction though all master meters by MOU subsequently negotiated and executed by the Mayor of Beaverton and the City Manager of Tigard.

4) The total cost of the Project is estimated to be $479,048 under this Agreement. The cost to Tigard, as shown in Exhibit "B" to this Agreement, will not exceed $221,548.

5) It is understood that Beaverton is the "Owner" of the Project as defined and specified within the construction contract documents, until final completion and acceptance of the Project from the contractor and transfer of permanent ownership, as defined below. Permanent ownership and maintenance responsibilities for the Project, once accepted from the contractor as fully complete, will be:
   - Tigard for the intertie connection piping from Tigard to the Tigard side of the proposed master meter and pressure reducing valve vault (as described on Page 2 of 4 in Exhibit "E" and;

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- Beaverton for the master meter, pressure reducing valve, and vault and all piping on the Beaverton side of said vault.

General Terms

1. Integration.
This document constitutes the entire agreement between the parties and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind. No waiver by a party of any right under this Agreement will prejudice the waiving party's exercise of the right in the future.

2. Approval Required.
This Agreement and all amendments thereto shall become effective when signed by the Mayor of Beaverton and the City Manager of Tigard.

3. Term of Agreement.
This Agreement takes effect on the date it is signed by the authorized representatives of the each city and shall remain in effect until completion by both parties of all their respective obligations under this Agreement unless the Agreement is earlier terminated by mutual agreement of the parties and in accordance with the terms of this Agreement.

4. Termination and Amendment.
This Agreement may be terminated or amended by mutual written agreement of both parties. The Agreement shall run for a term of ten (10) years ending on December 31, 2011, and may continue thereafter indefinitely until cancelled by either party upon six (6) months prior written notice of intention to cancel.

5. Waiver and Amendment.
No waiver of any portion of this Agreement and no amendment, modification or alteration of this Agreement shall be effective unless made in writing and signed by the authorized representative of each party.

6. Interpretation of Agreement.
This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.

The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

7. Severability/Survivability.
If any of the provisions contained in this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the enforceability of the remaining provisions of the Agreement shall not be affected or impaired by that determination and shall remain in full force and effect. All provisions in the Agreement

concerning indemnity of either party shall survive any early termination of this Agreement for any cause.

8. Laws and Regulations.
The Parties agree to abide by all applicable laws and regulations in carrying out this Agreement.

9. Indemnification.
Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties shall indemnify the other and its officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.

10. Dispute Resolution.
If any dispute arising out of this Agreement cannot be resolved by the Beaverton and Tigard staff representatives, the matter will be referred to the staff representatives' respective supervisors for resolution. If the supervisors are unable to resolve the dispute within 30 days of referral, the matter will be referred to Beaverton's Mayor and Tigard's City Manager, who will attempt to resolve the issue. If these executive staff are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. In the event the dispute is not resolved in mediation, the parties will submit the matter to arbitration. The decision of the arbitrator shall be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law. The parties shall continue in the performance of their respective obligations notwithstanding the dispute.

11. Choice of Law; Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. The courts in the State of Oregon shall decide all litigation arising out of this Agreement. Venue for all mediation, arbitration, and litigation shall be in Washington County, Oregon.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CITY OF TIGARD	CITY OF BEAVERTON
By: ______________________ City Manager	By______________________ Rob Drake, Mayor
	______________________ Recorder
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By: ______________________ Tigard Attorney	By: ______________________ Beaverton Attorney

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between the City of Tigard, an Oregon municipal corporation ("Tigard"), and the Joint Water Commission ("JWC"), an intergovernmental entity created pursuant to ORS Chapter 190.

RECITALS

A. JWC owns and operates a water storage facility, water treatment plant and water supply system ("System") that provides treated water to the distribution systems of its members to-wit: the City of Beaverton, an Oregon municipal corporation ("Beaverton)"; the City of Hillsboro, an Oregon municipal corporation ("Hillsboro"); the City of Forest Grove, an Oregon municipal corporation ("Forest Grove"); and the Tualatin Valley Water District, a domestic water supply district ("TVWD").

B. Each Member of the JWC has made various and sundry capital contributions to the JWC System and has an acquired ownership interests in the various components. Each Member has acquired and retained ownership of water rights, which are made available to the JWC for usage in the System.

C. Tigard owns and operates a municipal water supply system within its City limits and also provides water service to the Cities of King City and Durham, and certain unincorporated areas within Washington County within the boundaries of the Tigard Water District.

D. The Parties agree that mutual cooperation relating to planning for the development or expansion of water sources in the Tualatin River Basin and treatment and supply facilities for such water should result in greater efficiency and security of the water supply system to the benefit of all.

AGREEMENT

1. Tigard and the JWC agree to cooperate in the planning, research, analysis, and development for expansion of water sources in the Tualatin River Basin and water supply facilities therefore that will provide mutual benefits to the parties. Cooperation may include interties between distribution systems, joint development of facilities that could provide service to the parties, the provision of surplus water by one party to the other, and the provision of emergency water supplies by one party to the other.

2. Tigard will support efforts to expand the Scoggins Reservoir or other Tualatin River Basin sources as part of the Regional Water Supply Plan and cooperation in the studies to determine the feasibility of such expansion, such as the current Integrated Water Resource Management Study Memorandum of Understanding dated May 18, 2001.

3. Tigard may become a member of JWC if Tigard applies for and obtains water rights for additional source water in the Tualatin River Basin and JWC, its Members, and Tigard are able to agree upon the terms of Tigard's membership in JWC.

4. Any capital projects that Tigard, JWC, and some or all of the Members may participate in prior to Tigard's membership in JWC, shall be constructed only after a Construction Agreement between Tigard, JWC, and the affected Members is executed. If Tigard withdraws from any capital project after completion, Tigard shall be paid according to the terms of the Construction Agreement or the JWC Membership Agreement, as applicable.

5. JWC agrees that if the System has surplus water available in excess of JWC's needs and those of its Members, it will sell water to Tigard upon consent of the Members. The Parties agree that prior to said sales, the amount, term and rate methodology shall be mutually agreed upon.

6. This Agreement may be terminated at any time by mutual agreement of the Parties. This Agreement may be terminated by any Party giving 12 months notice of termination. Notices required under this Agreement shall be sent to:

City of Tigard
c/o Public Works Director
13125 SW Hall Blvd.
Tigard, OR 97223

Joint Water Commission
c/o General Manager
City of Hillsboro
123 West Main, Room 250
Hillsboro, OR 97123

With a copy to each of the following entities:

City of Beaverton
c/o City Mayor
4755 SW Griffith Drive
P.O. Box 4755
Beaverton, OR 97076

City of Hillsboro
c/o City Manager
123 West Main, Room 250
Hillsboro, OR 97123

City of Forest Grove
c/o City Manager
P.O. Box 326
Forest Grove, OR 97116

Tualatin Valley Water District
c/o General Manager
1850 SW 170th Avenue
P.O. Box 745
Beaverton, OR 97075

7. The Parties agree that this Agreement may be expanded to include additional parties with the joint agreement of all parties to the agreement. Any amendment to this Agreement must be improved by the governing body of each body.

8. This Agreement shall be effective when signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their respectively authorized officers or representatives as of the day and year first above written.

CITY OF TIGARD	JOINT WATER COMMISSION
By: James E. Griffith	By: Jim Prewett
Mayor	General Manager

EXHIBIT B

A G R E E M E N T

This AGREEMENT, made and entered into this 1st day of July, 1982, by and between the TIGARD WATER DISTRICT, a municipal corporation of the State of Oregon, hereinafter called "TIGARD", and the CITY OF BEAVERTON, also a municipal corporation of the State of Oregon, hereinafter called "BEAVERTON".

W I T N E S S E T H

Tigard and Beaverton are each municipal corporations and are engaged in the supply of water for domestic purposes to the residents in their respective areas. Tigard is organized under the provisions of ORS 264; Beaverton is organized in accordance with State law and its city charter.

Tigard and Beaverton have a 12-inch inter-tie at the common boundary, S.W. Scholls Ferry Road, near Springwood Drive. In the near future, another inter-tie will be made at the intersection of S.W. 135th and Scholls Ferry Road.

Both Tigard and Beaverton are desirous of purchasing surplus water from the other for emergency purposes. For such purposes, both entities are willing to sell surplus water to the other at either point of connection at the common boundaries noted above. Therefore, in consideration of the covenants and conditions contained herein, the parties agree as follows:

1. Tigard agrees to furnish and sell water to Beaverton under the terms and provisions of this Agreement delivered at either point of connection noted previously. The obligation on the part of Tigard to sell and furnish water is subject to the following limitations.

A. Under the provisions of ORS 264, Tigard can sell and furnish only surplus water and, should the demand of Tigard's customers at any time exceed Tigard's capacity to deliver water to them, it shall at that time have no obligation to furnish water to

Beaverton.

B. Tigard's sources of water are the City of Lake Oswego, Oregon; the City of Portland, Oregon; and deep wells located within the district. The Cities of Lake Oswego and Portland have promulgated rules and regulations concerning the supply and use of water, and it is mutually understood and agreed between the parties hereto that, insofar as said rules and regulations are applicable hereto, Beaverton shall be bound by same. Such rules and regulations are by this reference made a part of this Agreement.

2. Beaverton agrees to furnish and sell water to Tigard under the terms and provisions of this Agreement delivered at either point of connection noted previously. The obligation on the part of Beaverton to sell and furnish water is subject to the following limitations:

A. Beaverton is offering only surplus water to Tigard for emergency purposes and, should the demand of Beaverton's customers at any time exceed Beaverton's capacity to deliver water to them, it shall at that time have no obligation to furnish water to Tigard.

B. Beaverton's major source of water is the Upper Tualatin-Trask River system controlled and operated under the jurisdiction of the Joint Utilities Commission of Hillsboro, Forest Grove and Beaverton. The Joint Utilities Commission has promulgated rules and regulations concerning the supply, sale and use of water, and it is mutually understood and agreed between the parties hereto that, insofar as said rules and regulations are applicable hereto, Tigard shall be bound by same. Such rules and regulations are by this reference made a part of this Agreement.

3. Both Tigard and Beaverton shall pay to the other party for water purchased a sum of money equal to the basic unit cost per 100 cubic feet of Bull Run water delivered as determined by Portland Water Bureau in its fiscal year Rate Ordinance for Service Area III (pumped transmission). For example: the current charge for water service furnished by the City of Portland for Service Area III is 63 cents per 100 cubic feet. Water furnished by either party pursuant to the provisions of this Agreement would cost 63 cents

per 100 cubic feet. It is understood that any change in the rate made by the City of Portland for Service Area III, whether increased or decreased, shall work an appropriate increase or decrease in the rate and charges made hereunder. The parties agree that there shall be no stand-by charges or minimum charges.

Shall the water meter(s) fail to register accurately the quantity of water passing through it, the charges for water delivered during the period of inaccuracy shall be estimated and agreed to by both parties from data showing the average daily volume of water passing through the meter(s) when operating accurately.

This Agreement shall be for a term of ten (10) years ending on June 30, 1992, and may continue thereafter indefinitely until cancelled by either party upon giving to the other six (6) months prior written notice of this intention to cancel. This Agreement shall supercede all other agreements currently in effect.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above written.

TIGARD WATER DISTRICT

Date: 1-11-83

By: ______________________
Chairman
Board of Commissioners

ATTEST:

____
Secretary
Board of Commissioners

CITY OF BEAVERTON, OREGON

Date: 12-21-82

By: ______________________
Mayor

ATTEST:

Mary E. Carter
City Recorder
City of Beaverton

EXHIBIT C

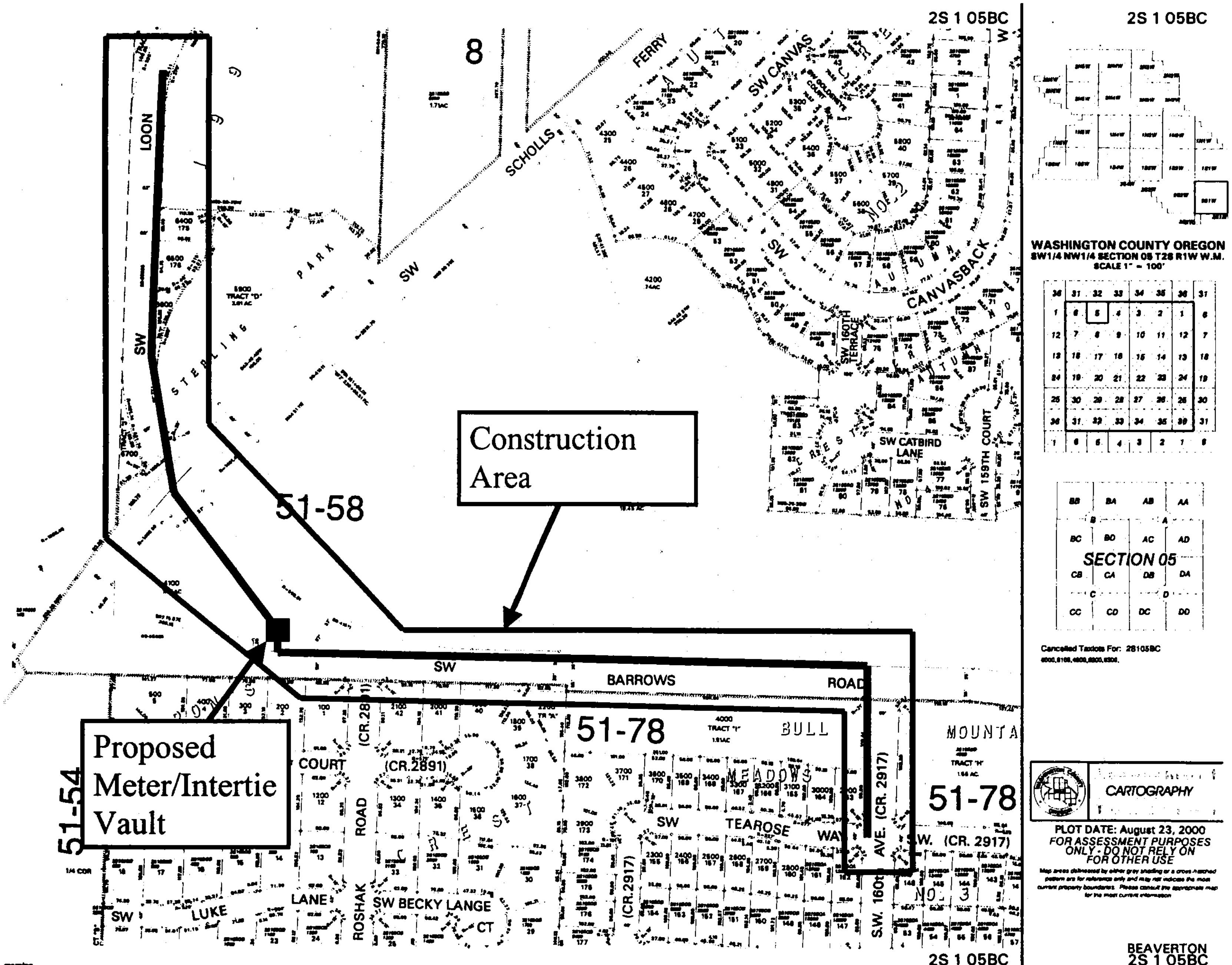

2S 1 05BC
Construction Area
Proposed Meter/Intertie Vault
51-58
51-78
51-54
SW BARROWS ROAD
SCHOLLS FERRY
SW LOON
SW STERLING PARK
SW CANVASBACK
SW CATBIRD LANE
SW 159TH COURT
SW 160TH TERRACE
SW TEAROSE WAY
S.W. 160th AVE. (CR. 2917)
BULL MOUNTA
MEADOWS
SW BECKY LANGE CT
SW LUKE LANE
ROSHAK ROAD
COURT
(CR.2891)
WASHINGTON COUNTY OREGON
SW1/4 NW1/4 SECTION 05 T2S R1W W.M.
SCALE 1" = 100'
SECTION 05
Cancelled Taxlots For: 2S105BC
CARTOGRAPHY
PLOT DATE: August 23, 2000
FOR ASSESSMENT PURPOSES ONLY - DO NOT RELY ON FOR OTHER USE
BEAVERTON
2S 1 05BC

EXHIBIT D

Water Intertie Pipeline and Master Meter Intergovernmental Agreement Between the City of Beaverton and the City of Tigard

Funding Plan

City	Type of Cost	Beaverton Budget Account	Cost Obligation	FY 01-02 Appropriation Required
Tigard	Engineering	505-75-3620-683 **(1)**	$47,048	$47,048
	Construction	505-75-3620-682 **(1)**	$174,500	$174,500
Beaverton	Engineering	505-75-3620-683 **(1)**	$21,500	$21,500
	Construction	505-75-3620-682 **(1)**	$236,000	$136,000
	Total		**$479,048**	**$379,048**

(1) Source of funding is the Water Construction Fund, Program: Water Extra-Capacity Supply System, New Interconnection /Meter to City of Tigard. Total budgeted for FY 01-02 in 505-75-3620 for this project is $100,000.

City	Type of Cost	Cost Obligation
Tigard	Engineering	$47,048
	Construction	$174,500
	Subtotal	**$221,548**
Beaverton	Engineering	$21,500
	Construction	$236,000
	Subtotal	**$257,500**

EXHIBIT E

MSA
Murray Smith & Associates, Inc.
Engineers/Planners

121 S.W. Salmon, Suite 900 • Portland, Oregon 97204-2920 • PHONE 503.225.9010 • FAX 503.225.9022

October 4, 2001

Mr. David Winship, PE, PLS, WRE
City of Beaverton
Engineering Department
P.O. Box 4755
Beaverton, Oregon 97076-4755

Re: Proposal for Engineering Services for Beaverton and Tigard Intertie – SW Barrows Road Piping Improvements

Dear David:

Please find attached our proposal for the above referenced project. The proposed work consists of completing design efforts, construction contract documents, and providing assistance with construction administration of the Beaverton and Tigard Intertie SW Barrows Road Piping Improvements.

As you are aware, our Fiscal Year 2000/2001 – Water Works Improvements – Unit 1 service agreement includes the City of Beaverton's portion of efforts for the design of a meter and pressure reducing valve (PRV) vault to facilitate an additional water system intertie with the City of Tigard. This proposal addresses the engineering services necessary for the completion of the City of Tigard's portion of the joint project. These proposed intertie piping improvements would connect the vault to the City of Tigard's distribution system. This proposal will allow both the vault and piping improvements to be incorporated into a single contract document. It is understood that the City of Beaverton will execute an Intergovernmental Agreement (IGA) with the City of Tigard regarding the costs of design, construction and ownership of the proposed intertie piping improvements. MSA will prepare such a draft IGA as part of our proposed work program.

The attached scope of work reflects our detailed understanding of the project tasks to be completed. We have also attached a Labor Hour and Fee Summary for these projects and tasks. It is our understanding that the intertie should be constructed and in service by the end of the Winter of 2002. For your use, we have included a proposed schedule for completing each element of work in order to meet this timeline. It is anticipated that all work, including services during construction will be completed before the end of March 2002.

We will accomplish this work on a time and expenses basis according to the Schedule of Charges as included in our current Retainer Agreement with the City that is also attached. This authorized work will be completed for the not to exceed total amount of $47,048 for all tasks identified in the attached scope of work, which includes a $3,500 contingency. It is our understanding that the City will prepare a contract for personal services once City Council approval is obtained. Please note, we are ready to immediately begin this work upon your authorization.

We look forward to completing this challenging and rewarding work on behalf of the City and look forward to continued work with you and the City staff. If you have any questions, please do not hesitate to call. Thank you.

Sincerely,

MURRAY, SMITH & ASSOCIATES, INC.

Troy L. Bowers, P.E.
Vice President

Enclosures

Cc: Dennis Koellermeier, City of Tigard

JSJ:kgs

SCOPE OF WORK
CITY OF BEAVERTON
ENGINEERING SERVICES FOR
BEAVERTON AND TIGARD INTERTIE PIPING IMPROVEMENTS

This scope of work is for services related to the design and construction of the intertie piping between A proposed City of Beaverton's meter and pressure reducing valve (PRV) vault and the City of Tigard's water distribution system. Combined with the City's proposed meter and PRV vault project, the proposed intertie piping improvements will complete a proposed new water system connection between the Cities of Beaverton and Tigard. The background of the proposed intertie and project description is presented below followed by the proposed scope of services.

Project Background and Description

During the winter of 1999, the City of Tigard had an emergency water supply condition in which the Tigard's primary sources of water supply, the City of Portland and the City of Lake Oswego, were both unavailable to supply water to the City. The City of Portland was unable to provide supply due to high turbidity in Bull Run watershed. The City of Lake Oswego was unable to provide supply because the connection to the City of Tigard was out of service due to construction of improvements to that connection. The City of Beaverton was able to supply Tigard in this emergency situation through two existing metered interties at SW 135th Avenue and SW Scholls Ferry Road and at SW Springwood Drive and SW Scholls Ferry Road.

Subsequent to the 1999 emergency water supply condition, hydraulic analyses were conducted to evaluate the existing interties and to develop a potential new intertie site. From these analyses, it was recommended that a new intertie connection be constructed near the intersection of SW Scholls Ferry Road and SW Barrows Road that will connect Beaverton's 550-foot pressure zone to Tigard's 410-foot pressure zone. The hydraulic analysis also recommended that the pipeline size be 16 inches in diameter. The proposed intertie will be capable of providing higher flows than the existing connections and will facilitate potential long-term supply scenarios.

The City will design and construct the intertie connection piping between Beaverton and Tigard's distribution system on behalf of the City of Tigard and as authorized by an Intergovernmental Agreement between the two cities. The City of Tigard will reimburse the City of Beaverton for the design and construction of piping improvements as described below. The City is currently designing the combined meter and pressure reducing valve (PRV) vault along with the piping on the Beaverton side of the connection. The intertie piping improvements and the meter and PRV vault work will be separate bid schedules within a single, combined bid package with the project being administered by the City.

The intertie connection piping will consist of approximately 1,400 feet of 16-inch diameter ductile iron pipe. The pipe alignment will run along SW Barrows between SW Roshak Road and SW 160th Avenue approximately 1,150 feet, turning south on 160th Avenue approximately 250 feet to SW Bulrush Lane where it will connect to the City of Tigard's system.

Scope of Services

The scope of services for the contemplated work is presented below.

Task 1 – Prepare Draft IGA

Work under this task includes preparing a draft inter-governmental (IGA) agreement between Beaverton and Tigard authorizing the City of Beaverton to design and construct the City of Tigard's intertie piping improvements. The IGA will also address reimbursement of design, construction and ownership of related intertie facilities. The draft IGA will be forwarded to the City for its use. The City will then prepare the final IGA draft for execution.

Task 2 - Assess Existing Conditions

A. Collect and analyze construction records, system mapping and system schematics of City water system along SW Barrows Road and SW 160th Avenue.

B. Receive topographic design survey of site as completed in Task 2 as needed to verify existing bounds, topography, features and location of improvements.

C. Perform potholing utilizing vacuum excavation techniques to verify underground utilities in order to avoid conflicts. It is anticipated that up to six holes will be excavated.

D. Develop complete site map of existing right-of-way pavement, landscaping features and utilities for use in designing the intertie piping improvements.

Task 3 – Design Survey

Work under this task includes the completion of a design survey to be used for developing base mapping needed for project design efforts. Services under this task include integrating the survey with base mapping previously developed for the meter/PRV vault design by the City.

Task 4 - Plans, Specifications and Estimates

A. Prepare plans and specifications for the intertie piping improvements and incorporate with the previously identified meter and PRV contract documents. It is anticipated that the plans separate of the meter and PRV vault portion of the project will consist of a title page, general reference page, 3 plan and profile sheets, and 2 detail sheets, 7 sheets total. Plan and profile sheets will be drawn at a horizontal scale of 1" = 20'.

B. Obtain City and County street opening permits. It is noted that SW Barrows Road is a Washington County Road and, as such, a County permit will be required within SW Barrows Road right-of-way. Any fees or bonds to be provided by the City.

C. Complete land use pre-application process including meeting with Beaverton City staff to determine permitting requirements for completing piping placement.

D. Prepare a construction cost estimate for the work designed under this task.

E. Incorporate the work designed under this task into the meter and PRV vault draft contract document package suitable for bidding and submit 5 additional sets to the Cities of Tigard and Beaverton for review. Revise as requested.

F. Print and bind up to 35 total copies of the final contract documents and deliver to Cities. It is understood that this task will be shared with the corresponding printing task for the meter and PRV vault portion of the project.

G. Print 5 additional copies of full size plans and deliver to the Cities of Tigard and Beaverton for their use.

Task 5 - Bidding and Award

Assist the City as requested. Respond to bidder inquiries during the bid period. Attend mandatory pre-bid meeting. Review Contractor qualifications. Prepare addenda as needed. Review bid results and make a contract award recommendation.

Task 6 - Services During Construction

Under this task, limited scope services will be performed during construction. It is assumed that the City will perform the contract administration work and MSA will provide the support to City staff as requested. The scope of these services as they apply to the Tigard work is proposed to be as follows:

A. Coordinate preconstruction conference and prepare Notice to proceed.

B. Review and approve submittals required of the Contractor.

C. Review construction surveying completed by the City of Beaverton.

D. Perform periodic site visits to review the work. It is anticipated that up to 18 labor hours will be provided for this construction observation work. Prepare inspection reports documenting visits and observations. Submit to City.

E. Review Contractor's monthly progress payment request as they apply to Tigard work with City staff. Prepare and submit Tigard's portion of the monthly progress payment report to the City of Beaverton.

F. Conduct final inspection of the work and make recommendation to the City for final payment.

G. Complete drawings of record. Provide one full size set of reproducible mylar drawings and one electronic copy.

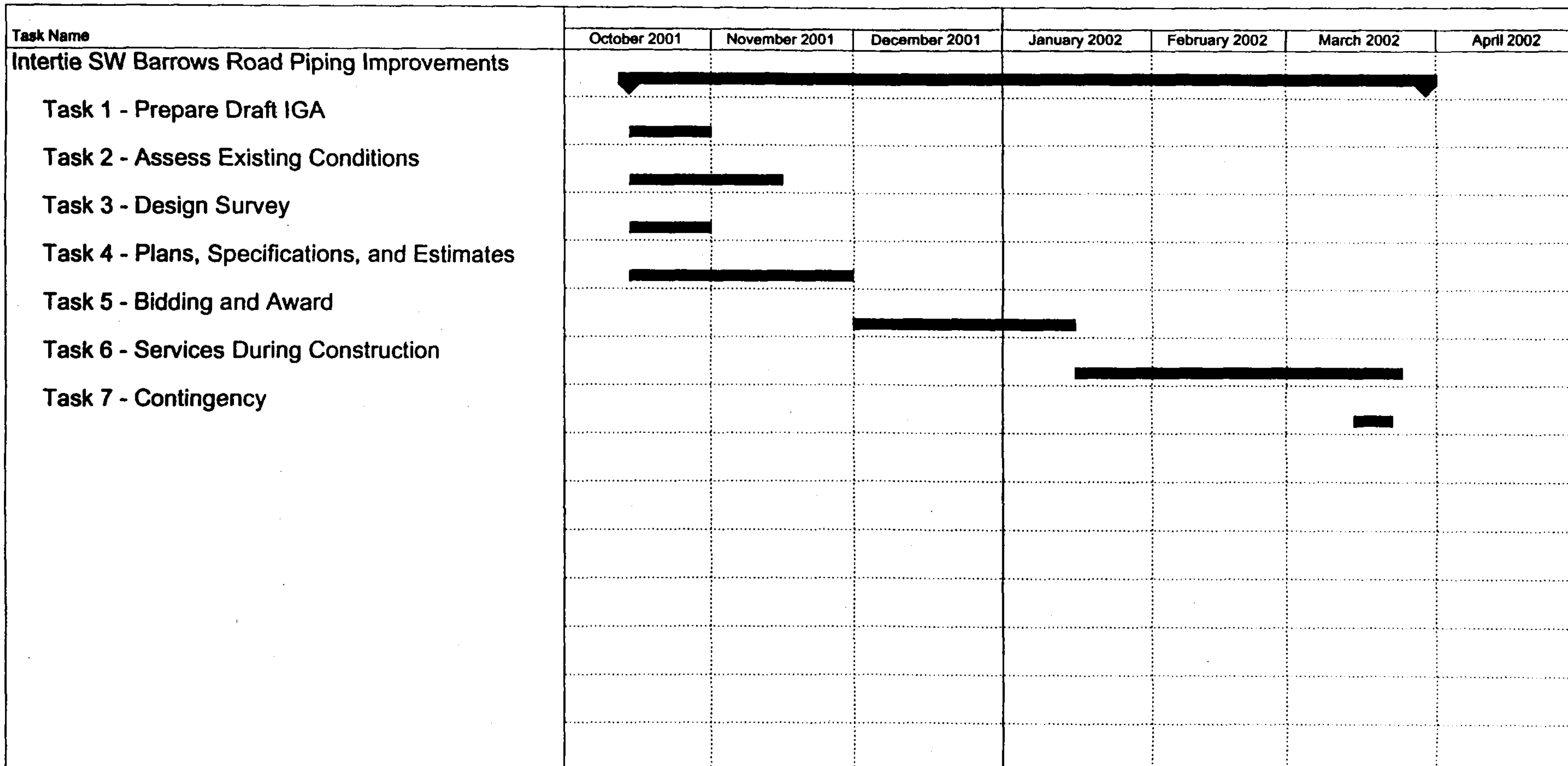
EXHIBIT A

LABOR HOUR AND FEE SUMMARY
CITY OF BEAVERTON
ENGINEERING SERVICES FOR
BEAVERTON AND TIGARD INTERTIE SW BARROWS ROAD PIPING IMPROVEMENTS

TASK	LABOR CLASSIFICATION (HOURS)									ESTIMATED FEES		
	Senior Principal	Associate	Senior Engineer	Engineer II	Engineer I	Senior Tech.	Tech.	Clerical	Total	Labor	Expenses	Total
Task 1 - Prepare Draft IGA		2	7	2				4	15	$ 1,226	$ 100	$ 1,326
Task 2 - Assess Existing Conditions		1	3	5	10	2	32	2	55	$ 3,740	$ 3,062	$ 6,802
Task 3 - Design Surveys			2	2	4			2	10	$ 692	$ 4,018	$ 4,710
Task 4 - Plans, Specifications and Estimates	2	8	28	40	50	4	112	12	256	$ 18,108	$ 1,350	$ 19,458
Task 5 - Bidding and Award			5	8	4			5	22	$ 1,544	$ 78	$ 1,622
Task 6 - Services During Construction		2	12	37	30		12	8	101	$ 7,110	$ 2,520	$ 9,630
Contingency										$ -	$ 3,500	$ 3,500
TOTAL - ALL TASKS									459	$ 32,420	$ 14,628	$ 47,048

Murray, Smith & Associates, Inc.
10/4/01
BD\BEAVERTON\COB-COT Intertie\Fee Estimate new.XLS

CITY OF BEAVERTON
ENGINEERING SERVICES FOR
BEAVERTON AND TIGARD INTERTIE SW BARROWS ROAD PIPING IMPROVEMENTS
PROPOSED PROJECT SCHEDULE



Summary Task Milestone

F:\BD\Beav[illegible] Schedule 10-4-01
Murray, Smith & Associates, Inc.

October 2001

AGENDA BILL

Beaverton City Council
Beaverton, Oregon

SUBJECT: Proposed Procurement of a Human Resources and Payroll Software System

FOR AGENDA OF: 01/10/05 **BILL NO:** 05012

Mayor's Approval:

DEPARTMENT OF ORIGIN: Finance

DATE SUBMITTED: 12/28/04

CLEARANCES:

PROCEEDING: Work Session

EXHIBITS:

BUDGET IMPACT

EXPENDITURE REQUIRED $-0-	AMOUNT BUDGETED $-0-	APPROPRIATION REQUIRED $-0-

HISTORICAL PERSPECTIVE:
On tonight's Council Agenda, under Action Item is an Agenda Bill to purchase a new Human Resources and Payroll software system.

INFORMATION FOR CONSIDERATION:
Prior to the Council's consideration of the procurement action, staff would like to present the Council the background information on the solicitation process and selection of the preferred vendor and give the Council the opportunity to ask questions.

RECOMMENDED ACTION:
Listen to the Power Point presentation.

AGENDA BILL

Beaverton City Council
Beaverton, Oregon

SUBJECT: Contract Award - Authorize the Mayor to Negotiate and Finalize a Purchase Contract for a Human Resources and Payroll Software System Including Installation, Conversion, Training; and Transfer Resolution

FOR AGENDA OF: 01/10/05 **BILL NO:** 05013

Mayor's Approval: Rob Drake

DEPARTMENT OF ORIGIN: Finance PB

DATE SUBMITTED: 12/28/04

CLEARANCES: City Attorney AD
Human Resources
Purchasing

PROCEEDING: Action Item (Contract Review Board)

EXHIBITS: Transfer Resolution
Exhibit 1 - Response to Proposal from the Top Vendor (Pg. 1)
Exhibit 2 – Evaluation Matrix and Scoring Sheet (Pg. 174)
Exhibit 3 – Second Software Demonstration Script (Pg. 183)

BUDGET IMPACT

EXPENDITURE REQUIRED	AMOUNT BUDGETED	APPROPRIATION REQUIRED
$281,055	$-0-*	$281,055*

The Appropriation Required is available from the Dedicated Contingency Account of the General Fund. The appropriation would be established through the attached Transfer Resolution.

HISTORICAL PERSPECTIVE:

Since 1998, the City has actively migrated software applications from the HP 3000 mini-frame environment to client/server and web-based applications. To date the following systems have been migrated:

- Municipal Court System
- City Attorney System (part of the Court System)
- Police Alarm System
- Utility Billing
- Business Licensing
- Special Assessments (Local Improvement Districts Billing)
- Accounts Receivable (currently in progress)

The next major systems that have been identified for migration and replacement are the HRIS (Human Resources Information System) and Payroll System. The current HR and Payroll applications were developed in the early 1980's, retooled in the early 1990's when we migrated from the Wang mini-frame to the HP mini-frame, and reprogrammed in late 1998-1999 for the Year 2000 rollover. While both systems were developed at the same time, they were programmed as separate stand-alone systems. They did not rely on a single data base to operate each application. All data requires entry into each system.

The City desires to replace the two systems with a single database enterprise-wide software system to handle both the HR and Payroll applications as well as ancillary systems such as Risk Management, Labor Relations and Training. The new system will also take advantage of available industry enhancements such as:

1. Web recruitment, screening and selection where data entered on-line by applicants is captured by the system. Staff can then rank applications by screening criteria; electronically pass the screened applicants to the manager for review, schedule and track interviews, and kick off the hiring process with the subsequently selected candidate.
2. Web-based employee self-service such that employees can review their benefits and payroll information, and submit changes to benefits, leave requests, and time input where the information is electronically forwarded to either the appropriate HR or Payroll staff or to the supervisor for approval.
3. Time entry by exception reporting where, for most of the staff, their time record is automatically generated each pay period using their standard work period and incorporating any approved leaves in item 2 above.

Funding for the new software application is part of the $1,500,000 that has been set aside in a dedicated contingency account of the General Fund.

INFORMATION FOR CONSIDERATION:

Staff prepared a detailed RFP (Request for Proposal) based upon a business process re-engineering review of the HR and Payroll processes (the proposal response from High Line is attached as Exhibit 1). The RFP development was completed in June 2004 and was advertised on July 6, 2004 with a response due date of August 2, 2004.

Eight vendors submitted a proposal in response to the RFP. Staff evaluated the eight responses and selected the following top four proposals for further evaluation:

Eden Systems, Headquartered in Renton, Washington
B3Business/PDS Vista Partnership, Headquartered in Blue Bell, Pennsylvania
Cort Directions, Headquartered in Bend, Oregon
High Line Corporation, Headquartered in Markham, Ontario.

The four vendors were each invited to present their software application at a full-day demonstration to members of the HR and Payroll staff based upon a script developed by the City. The vendors were advised that the basis of the demonstration was to further rank the software to a desired short list. The presentations were held during the weeks of Monday, August 16th through Monday, August 30th. The evaluation team consisted of eight members consisting of the Human Resources Director, two HR staff members, the Finance Director, Assistant Finance Director, two Payroll staff and the Information Systems Manager. The team evaluated and ranked the software as follows based upon a 400 point evaluation matrix (copy attached as Exhibit 2):

1. High Line Corporation - 373.24 points
2. B3Business/PDS Vista Partnership - 345.64 points
3. Cort Directions – 337.22 points
4. Eden Systems – 293.25 points

The team further evaluated the rankings and selected the top three vendors for the short list for the final evaluation.

The final evaluation consisted of a second day-long software demonstration based upon a very detailed script of entering and processing data transactions along prescribed work flow processes, which was prepared by the HR, Payroll and Information Systems staff (copy attached as Exhibit 3). The demonstrations were scheduled during the weeks of September 27th through October 4th. Based upon the second round of demonstrations, the evaluation team ranked the software in order as follows, with Highline as the substantially superior product:

1. High Line Corporation
2. Cort Directions
3. B3Business/PDS Vista Partnership

Up until this time, the cost of the proposed systems was not a factor in the evaluation and ranking process. The team then reviewed the cost proposals to determine if the cost would out-weigh any of the decision process of the ranking. The cost proposal summary is as follows:

Cost Components	High Line	Cort Directions	B3Business/ PDS Vista Partnership
Application Software	$ 105,550	$ 72,000	$ 87,000
Server Software	15,000	0	0
Implementation	124,855	117,670	137,500
First Year Maintenance	5,650	10,800	15,600
Total Cost to Go Live	$251,055	$200,470	$240,100
Continuing Maintenance Costs Following 4 Years	$106,916	$52,559	$62,400

The evaluation team compared the cost differential and the system functionality between the top two systems. Based upon the review, the team determined that the software solution provided by High Line best meets the City's requirements. There were five major elements that the team considered in making this conclusion as follows:

1. The High Line software package included the Web recruitment features as summarized in Item Number 1 on the second page of this agenda bill. The Cort Directions' software package did not contain this type of functionality; however, it is in the development stage.
2. The Highline software package meets all the City's requirements in the Employee Self Service as summarized in Item Number 2 on the second page of this agenda bill. The Cort Directions' leave request and tracking systems was not as complete and functional as High Line's.
3. The High Line software program provided better system layout and functionality for batch time entry than the Cort Directions' software system. While most employees will be using the employee self service feature for time entry, two departments (police and operations) will still retain batch time entry due to a majority of the staff being in the field.
4. High Line's proposal response included an evaluation by the Gartner Group on their software with the 10 top nation-wide HRIS/Payroll applications including PeopleSoft, Oracle, SAP, Lawson and Cyborg. The evaluation was based on functionality and investment (value for cost). High Line's software received the highest ranking in functionality and tied for the highest ranking on investment (see pages 172 and 173 of Exhibit 1). The Gartner Group evaluation is considered the highest level of assessment world-wide.
5. The demonstration team from High Line was the most prepared of the vendors. The team was professional. They followed the script in the order prescribed by the City and completed the entire script within the allotted time. It was apparent that they had reviewed the demonstration script in detail and set up the processes using the script's classification, pay and benefits components.

The evaluation team's recommendation is that the software system provided by High Line is the solution that best meets the City's needs. The final step in the selection process was to conduct client reference checks on the top vender. Staff contacted the following clients for references:

City of Garland, Texas
City of Lacrosse, Wisconsin
City of Pomona, California
City of Round Rock, Texas
City of San Marcos, Texas
City of Snohomish, Washington
City of Surprise, Arizona
Salk Institute, Seattle, Washington

The clients responded to a series of questions covering software functionality, installation, implementation, workflow processing, training, and support. The general consensus of each client's response was that the High Line product and support was excellent and some clients stated that the working relationship was superior to any other software vendor.

Funding for the software purchase and implementation is available from the designated contingency account of the General Fund and the appropriation would be established through the attached Transfer Resolution. Staff's recommendation is to provide additional funding of $30,000 over the above proposal price as a contingency to address any unforeseen issues that could cause a software modification, which may arise during the implementation process. The contract documents will reflect the proposed price of $251,055. Any future increase to the proposed price would be negotiated through the City's standard change order process.

RECOMMENDED ACTION:
Council, acting as the Contract Review Board, authorize the Mayor to negotiate and enter into a contract with High Line Corporation of Markham, Ontario, for a Human Resources and Payroll Software System, including Installation, Conversion, and Training in the amount of $251,055 and in a form approved by the City Attorney.

RESOLUTION NO. 3801

A RESOLUTION APPROVING TRANSFER OF APPROPRIATION WITHIN THE GENERAL FUND OF THE CITY DURING THE FY 2004-05 BUDGET YEAR AND APPROVING THE APPROPRIATIONS FOR THE FUND

WHEREAS, the City Council reviews and approves the annual budget; and,

WHEREAS, during the year the Council must authorize the transfers of appropriations from one category of a fund to another fund or from categories within a fund; and,

WHEREAS, an additional appropriation of \$281,055 is needed in the Capital Outlay Category of the General Fund to provide funding to purchase a Human Resources and Payroll Software System Including Installation, Conversion, Training, and the expenditure appropriation is available in the Contingency Category of the fund; now therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEAVERTON, OREGON:

Section 1. The Finance Director is hereby authorized and instructed to transfer the following appropriations:

- \$281,055 out of the Contingency Category of the General Fund into the Capital Outlay Category as indicated below:

Capital Outlay	001-13-0003-675	\$281,055
Contingency	001-13-0003-994	<\$281,055>

Adopted by the Council this _____ day of ________, 2005.

Approved by the Mayor this _____ day of ________, 2005

Ayes: _____ Nays: _____

ATTEST: APPROVED:

______________________________ ______________________________

Sue Nelson, City Recorder Rob Drake, Mayor

Exhibit 1
Response to Request for Proposal
From High Line Corporation

HighLine

I. COVER LETTER

Ms. Terry Muralt
City of Beaverton
Purchasing Division
4755 SW Griffith Drive
Beaverton, OR 97005

Dear Ms. Muralt,

Enclosed please find our response to your Request for Proposal for a Payroll/Human Resource Management System & Related Subsystems and Support Services, based on Personality, our integrated Human Resource, Payroll and Time and Attendance solution.

We are a company with over 20 years experience in Human Resource Information Management solutions, and our customer base is extensive, with clients in the government, education and business sectors ranging in size from 200 to over 30,000 employees. Working with our clients, we have enhanced the Standard System to include features that address your unique requirements. The system is modular, and clients can purchase the full, integrated solution, or individual components. We provide you with tools to integrate/interface with other software packages, as required.

We believe the distinctive qualities of our solution are:

1. The City's requirements will be addressed with the standard features provided by Personality. Working with our clients over the years, we have enhanced the standard system to include features unique to your environment. This will reduce the overall implementation time frame, and at the same time ensure that future releases are easy to install, as no custom programming is required.
2. High Line's considerable experience implementing in similar environments ensures that we bring to the table a 'Best Practices' approach for the City's implementation. This is your opportunity to improve the efficiency and effectiveness of the manner in which current processes are handled, and it is very helpful to have our guidance based on successful implementations in similar environments.
3. High Line's goal is satisfied customers and lifetime partnerships. We believe that we can accomplish this by providing the functionality clients need in the standard system, ensuring that they receive exceptional support, and finally by ensuring they stay leading edge from a technology standpoint.

Our value proposition to the City of Beaverton is quite simple: we are committed to meeting and exceeding your expectations by providing high quality business solutions on-time and within budget. We look forward to working with you to provide the information you need for this important decision.

Your contact person with regards to this response is Shannon Miller, Vice President, Sales. She can be reached at (510) 649-1947 office, (510) 649-1942 fax, or (510) 847-1478 cell, and her office address is 823 Alvarado Road, Berkeley, CA 94705. Her email address is smiller@highlinecorp.com. All correspondence issued during the procurement process should be sent to her attention.

Enclosed please find four copies of High Line Corporation's response to your Request for Proposal, and one CD version, as per your request. We believe this provides you with the information requested, but should you have any further questions, please contact us at your convenience. We are most interested in working with you during this evaluation process on this important project.

Yours truly,
HIGH LINE CORPORATION

Karl Niemuller
President

II. TITLE PAGE AND SIGNATURES

The undersigned proposes to perform all work[1] as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

A) The Proposer has read and understands the specifications.

B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addendum No(s).______ Acknowledged.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of organization: HIGH LINE CORPORATION

Address: 145 Renfrew Drive, Suite 210

Markham, Ontario L3R 9W9

Telephone Number (905) 940-8777 Fax Number (905) 940-8770

by: ________________ Date: July 29, 2004

(Signature of Authorized Official. If partnership, signature of one partner.)

Printed Name/Title: Karl Niemuller , President

If corporation, attest: Jackie Johnstone, Controller.

(Corporate officer)

X Corporation ______ Partnership ______ Individual

Federal ID No.: 980130856

[1] We are proposing a Train the Trainer implementation methodology, therefore 'work' is defined as a commitment that the system will provide the City with the ability to address their requirements according to the solutions described in Section V of this proposal. The City will be responsible for the actual configurations and testing required, with High Line assistance within the hours proposed in Section VI.1.3.

Response to Request for Proposal

for

Payroll/Human Resource Management Software System & Related Subsystems and Support Services

for

CITY OF BEAVERTON
4755 SW Griffith Drive
Beaverton, OR 97005

submitted August 2, 2004 by:

Shannon Miller
V.P. Sales
(510) 649-1947 office
smiller@highlinecorp.com

HIGH LINE CORPORATION
823 Alvarado Road
Berkeley, CA 94705

III. Table of Contents

IV. VENDOR AND STAFF QUALIFICATIONS AND REFERENCES

IV.1 High Line Qualifications

A vendor must describe its experience in working with city and/or county governments and in converting data stored mainframe systems to the system proposed by the vendor, and shall provide a minimum of three references complete with names, titles, organizations, addresses, telephone numbers, and installation dates. Primary emphasis should be placed upon experience with Windows based HRMS systems. Secondary emphasis should be placed upon other local government applications.

The City at its sole discretion will evaluate performance and operational experience of customers, whether referenced or not by the Vendor, as part of the proposal evaluation process.

Response:

High Line has been providing Human Resources, Payroll and Time & Attendance solutions, with our Personality products for over 15 years. With approximately 50% of our clients are in the Public Sector primarily municipalities), High Line has worked with these clients to enhance the Standard System to address your unique requirements. The result of this approach is a reduced implementation time line (as users simply select the options from features provided versus having to build the rules themselves), and ease of maintenance on an ongoing basis (no custom programming is required, and therefore no retrofitting when loading new releases).

High Line provides you with conversion utilities to import information from formatted files/tables, into the Personality system, applying required edits, validations and integrity constraints. Conversion is normally done from extracted flat files containing your data, but information may also be converted from spreadsheets or keyed from paper records, if that is the only means available. High Line has worked with clients to successfully convert information from a variety of mainframe legacy systems. We will provide you with the assistance required in this area. Please refer to Section VI.1.1 where we have provided more details on the conversion strategy recommended.

The following are clients with similar requirements that you may contact with regards to our products and services. We have provided a mix of long-term clients who have completed conversions, and new clients – all can speak to the quality of the Personality product and their satisfaction level with the services provided by High Line Corporation.

Reference #1:	
Company Name:	**City of San Marcos**
Contact Person Name:	Ms. Linda Spacek
Contact Person Title:	HR Manager and Project Manager
Contact Telephone:	512-393-8072
Number of Employees	400
Years as a Client	6
Description of Implementation:	This City was the first to go live with the current version of Personality. They automated complex requirements for Fire and Police, as well as their State Legislated reporting with the standard system. They utilize the Oracle Financial applications, running in a Windows environment.

Reference #2:	
Company Name:	**City of Sunnyvale**
Contact Person Name:	Ms. Cheryl Bunnell
Contact Person Title:	IT Manager and Project Manager
Contact Telephone:	408-730-7657
Number of Employees	2,000
Years as a Client	15+
Description of Implementation:	This City was our first local government account in the United States, and worked with us to include a number of the features that many other clients enjoy today. They are currently in the process of migrating from an older version of the product, running on an HP3000 to the current version. We provided them with migration tools to move to this version, and there were no software upgrade costs involved – ensuring that their initial investment was protected. Not many organizations are able to say the same! They utilize the Tier Financial applications (formerly KPMG), and operate the current version in a windows environment.

Reference #3:	
Company Name:	**City of Garland**
Contact Person Name:	Ms. Lisa DeMase
Contact Person Title:	Project Manager
Contact Telephone:	972-205-2219
Number of Employees	2,200
Years as a Client	8
Description of Implementation:	This City utilizes Personality to automate their complex Human Resources, Payroll and Scheduling requirements, automating the rules for all staff, including Fire and Police. They are currently in the process of implementing some of the Self Service functionality as well. They utilize the Cayenta Financial applications, operating in a Windows environment.

Reference #4:	
Company Name:	**QLT, Inc.**
Contact Person Title:	Mark Dostie, Project Manager
Contact Telephone:	604-274-0701
Number of Employees	500
Years as a Client	2
Description of Implementation:	This client has implemented the Self Service and Workflow modules, deploying this solution to their managers and employees, automating their standard processes. They utilize the SAP financial applications and operate in a Windows environment.

In a recent survey conducted by KPMG, our Clients had the following comments about High Line's staff, services, and quality:

"There is a real sense of family when dealing with the people at High Line"

"I have talked to people who use the big guys (SAP/Peoplesoft). I tell them what I can do with High Line's product and their faces drop"

"They are excellent at following through when they are implementing their product"

"They are very personable and responsive to my needs as opposed to a bigger shop where you would just be a number"

KPMG summed it up as follows...

"Customers like the product, the pricing and the people. Many favorable comments."

IV.2 Key Staff Qualifications

The vendor must specifically name the key staff members who will directly work with the City on a day-to-day basis, name the project team manager, and indicate who will exercise the authority and command the resources necessary to complete this project successfully.

Provide a one page resume of each project team member's experience with local governments and with the HRMS system, its software, its implementation, and training of other persons.

Response:

We will work with the City to confirm the resources required to address your requirements during the implementation planning session. We have included professional profiles of the resources we believe will be required and assigned to your project, in Section IX.5. The City will have the opportunity to approve all resources assigned to their project.

V. Technical Specifications

6.01.01 Technical Specifications

Please refer to Section IX.6 where we have provided details on the operating environment requirements. Personality is fully compatible with your preferred operating environment.

Database and Application Server Configurations	City Standard	Minimal	Optimal
Make/Manufacturer If Relevant	HP		
Operating System(S) With Version Number	WINDOWS 2003		
Minimum Free Disk Space		3 × 30GB in RAID 0/1 Array	
Minimum RAM	1GB	1GB	4GB
Minimum Processor(S) And Speed	INTEL XEON 3.2GHZ	2000MHZ	

What are the storage requirements for the server for data files? (Assume five years of data for 1000 employees) – use one of your key customers to calculate	This is dependent on a number of factors such as amount of history, details/summary requirements, number of rules and plans, etc. We will work with you to confirm your requirement and assist with a recommendation in this area. Based on our experience in similar environments, we feel have indicated a recommendation for the hard disk space requirements above.

The workstation recommendation depends on the deployment option selected. Refer to Section IX.6 were we have provided recommendations for both a web-based deployment and client server.

Workstation Configuration	City Standard	Minimal	Optimal
Operating System(s) with version number	WINDOWS XP SP1		
Minimum hard drive free space			
Minimum RAM	512MB		
Minimum Processor and Speed	1GHZ		

Describe the network infrastructure upgrades recommended to provide (a) minimal and (b) optimal performance of the proposed solution over the City's network. Please identify the recommended network protocol(s), and transmission speeds necessary to obtain minimal and optimal performance of the proposed solution.

If a multi-tiered solution is proposed, complete the table below for each type of additional server proposed.

Response:
Refer to Section IX.6 were we have provide network bandwidth recommendations, based on the deployment option selected. In client server a single database server is all that is required. We recommend a separate application server for web-based deployment.

Make/Manufacturer if relevant	
Operating system(s) with version number	
Minimum free disk space	
Minimum RAM	
Minimum processor(s) and speed	
Number of servers of this type proposed	

Complete the following table to specify the relational database product you (a) generally recommend if existing hardware and software is not a factor, and (b) recommend for the City, and why.

	City Standard	Recommended	Reason Recommended
Database:	MS SQL Server	Oracle Database	- increased performance - increased scalability - most secure database - total cost of ownership less than SQLServer
Version number:	2000 SP3	9i	

Complete the following table to specify any third party software products that are required, other than database management software and operating systems.

Software Product:	Vender	Version number:	Used For

Refer to the Cost Proposal Document where we have provided details of all software required.

6.01.02 System Design and Functionality

Quest. Number	FEATURE/Question	Code	Comment
1.	In what programming language(s) is the source code developed?	S	Personality was developed with Oracle development tools and Java.
2.	Describe the fault tolerant features of the system.	S	Personality is designed with transactional processing in mind. The application uses discrete transactions committed frequently, and all processes are designed to be either rerun-able, or run-able from the point of failure. The Oracle database provides roll back and roll forward recovery mechanisms for any kind of failure ... power, network, disk, computer. The Oracle database can be configured for instant fail-over to a back up data base server, although this application is not typically included in that kind of configuration. Oracle IAS can be configured to operate from an application server farm, as well, providing multiple system failure tolerance.
3.	Do you provide customizations to meet specific user requirements? What is your costing methodology for customization?	S	Working with our public sector clients, we have enhanced the standard system to address their unique requirements. If additional features are required for your City, we will work with you to include these in the standard system, fully supported in future releases. The cost of these enhancements depends our the benefit to the overall package and other customers, and will be mutually agreed upon, if required.
4.	Does the program executable run from the client or the server, or can the City make the choice?	S	With a client server deployment, the forms run on the client, the reports are formatted on the client or on the server (user choice when responding to prompts), and data base calculations occurs on the server. In Web implementations, the forms run on the client in Java. Everything else runs on the server.
5.	Is the system compatible with Windows XP (Workstations) and Windows 2003 (Servers)?	S	
6.	Does the application support remote (e.g., dial-in, web) users?	S	
7.	Can back-ups occur while the system remains on-line?	S	

8.	Can batch, event and flow processing occur while the system remains on-line?	S	
9.	Do the batch update, event and flow processing programs have restart and back-out capabilities?	S	
10.	Is the system delivered with recommended backup/recovery strategies or procedures to facilitate recoverability and minimize impact on users?	U	Oracle provides this information.
11.	Does the system complete, on average, 80% of all on-line transactions in under 2 seconds?	S	In an optimum environment.
12.	Does the system complete, on average, 99% of all on-line transactions in under 3 seconds?	S	In an optimum environment.
13.	Is the system written with a Windows style GUI? (Will the system be easy to navigate for those staff who are familiar with the Windows environment?	S	
14.	Does the system use pick-lists, drop-down boxes, or other easy-to-use options to assist staff in correctly entering data?	S	
15.	Can screen layouts and field names be changed without customizing the core product?	S/NR	This is included in the standard system currently for the Self Service UI, and will be included in the next major release for the Core System.
16.	Can navigation menus be changed without customizing the core product?	S/NR	There are custom menu features provided in the current version, and these will include full tailorability in the next major release. The Self Service UI includes full tailorability with the current release.
17.	When staff are entering text, does the system provide spell checking features or integration with spell checkers provided by word processing packages?	U/C	Typically, information entered is validated against tables to ensure that the correct information is entered, so spell check is not required. Clients can also cut and paste text from word documents, where spell check has been applied prior to pasting. If you need additional features, we will work with you to enhance the standard system to address this.
18.	Are staff able to "cut and paste" text both from and to word processing packages?	S	
19.	Does the application allow users to print information from	S	

	screens (screen shots)?		
20.	The City's minimum screen resolution is 800 x 600 with 256 colors. Does your system operate within this frame without cutting off portions of the screen?	S	
21.	Some staff will not regularly use the system. Does the system provide features designed to help the casual user navigate through screens (without assistance) such as the point and describe feature commonly found in Microsoft Windows based programs?	S	
22.	How does staff get from one screen to the next and back again?	S	There are a number of navigation options, based on the users preference. These include accessing screens from menus, favorite lists, by entering short cuts and by setting up workflow procedures that automatically step users through the required screens (checklist approach).
23.	Can all staff be logged on at all times? (Please indicate if there are any procedures or processes that would require staff to log off on a day-to-day basis.)	S	
24.	If the licensing for this system is based on the number of concurrent users at a particular time, please explain what messages are given to the user when the maximum number of concurrent users is exceeded.		Personality licensing is based on the number of active employees/retirees being processed, determining the Tier for pricing. This is an honor system, and no messages are issued if the number contracted for is exceeded.
25.	Can staff have multiple copies of the system running on their machines? Can the staff be logged on to the system on multiple machines?	S	Typically this occurs if the user is accessing a production environment and a test environment.
26.	Can staff be in the same part of the program, performing the same tasks at the same time?	S	
27.	Does the system have an online help system?	S	
28.	Does the application provide context sensitive help messages for online users?	S	
29.	What does the system do if two or more staff open and	S	The system will allow the first user to update their change. When the

	attempt to update the same record in a table?		second user tries to update a change to the same record, they will be advised that the record has changed since they initially accessed it, and they need to requery before applying their change.
30.	Does the user have the option at time of data entry to explicitly specify the effective date, fiscal year and accounting period?	S	Client define their fiscal years and periods on tables, as well as rules regarding how to update fiscal period, e.g. based on pay period end date, payment date, etc. Based on the effective date of the information entered, the appropriate fiscal and accounting period will be updated.
31.	If the date, fiscal year and accounting periods are left blank during data entry, information is taken from system defaults?	S	See note above.
32.	Can users enter transactions and specify effective dates that occur after than the date of entry?	S	
33.	Does the application provide for electronic approvals/electronic signatures?	S	
34.	Is the system integrated such that changes on one screen populate the appropriate records so that duplicate entry can be avoided?	S	
35.	How does the system maintain historical information?	S	
36.	How is the integrity of historical information maintained so that "bleed back" is prevented e.g. changing a classification title will not change the title for past employees?	S	
37.	Does the system track history of all changes made within the system to include type of change, user ID, effective date of change, transaction date?	S	
38.	Explain your process for deletion of data and appropriate audit trail.	S	All changes made to the system are automatically logged by user making the change, date and time the change was made and before and after picture of the data. The ability to delete is controlled by user security, and all deletes are logged in the same manner as changes.
39.	Does the system provide unlimited query options?	S	Through on-line queries built in and ad hoc queries defined with the ad hoc query and reporting tool – Discoverer.
40.	Upon running queries, can the results be exported in ASCII, Excel or other format?	S	

41.	Is there a maximum number of years of data that can be stored? A maximum number of records?		There is no limit on the amount of data, records and history that can be stored, from a system standpoint.
42.	Please explain your record archiving functionality.		Personality provides you with the ability to define rules regarding the length of time history is to be maintained, by type of information. There is a program provided to remove the data based on the rules defined. The majority of our clients retain all history on-line, as there are typically no reasons to archive. Some client do copy historical information to a historical database. Tools are provided to assist with this.
43.	If the system has record archiving functionality, how would the City access the archived information if the need arose?		If the City chooses to archive, we will work with you to determine the appropriate approach, following the options described above.
44.	If City employees elect to create additional programs (e.g. Reports using Microsoft Access), can those programs be added to the system menus or toolbars by the system administrator?	S	
45.	Do all modules, data fields, and calculations use four digit year fields? Does the system do any date conversion? If so, what is the base year?	S	
46.	Can the administrators of the system edit the text of error messages presented by the application so as to make them more appropriate for the City's staff?	S	
47.	Can the City supply validation rules for entry e.g. required fields, special rules?	S	

6.01.03 Security

Quest. Number	FEATURE/Question	Code	Comment
1.	Can security be granted at the (please supply code for each): -Field level _S___	S	Personality provides you with the ability to control access to the system by

<table>
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<td></td>
<td>-Menu level _S____
-Screen level _S____
-Function level _S____
-Department level _S____

Please attach any relevant information about the security features of the system. Please note any exceptions to the above items.</td>
<td></td>
<td>user. Rules can be defined to control the group of people they have access to, the screens they have access to for this group, down to a field level. The following is an overview of the features:

Based on Oracle Users and Roles

Available within PERSONALITY and also in external reporting tools such as Discoverer
Security is defined within PERSONALITY and automatically recorded in the database.
A “reconciliation” process compares data base settings to PERSONALITY settings.

Execution Rights (Authorizations)

Users or roles may be granted execution rights for application functions.
Menus only show functions that are allowed for user

Security Rights (Record Security)
Additional security rights may be granted to users and roles:

Allowed actions - Create, Retrieve, Update, Delete
Allowed entities (may contain wild chars)
Allowed units (may contain wild chars)
Allowed departments (may contain wild chars)
Allowed authorization areas (may contain wild chars)
Allowed payrolls (may contain wild chars)
Responsibility level
Personnel Action approval level
Contact security level
Benefit plan security level
Resume security level
Custom table security level

Field/Column Security

Access to fields and columns may be restricted by user, role or function

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			▪ Update, View/No Update, No View access ▪ Limited implementation of Mandatory/Optional settings ▪ "Pre-form" must change form item properties dynamically to respect security ▪ Forms must trap security related errors and handle appropriately ***Confidential User Password / Employee Pin #*** ▪ Must be at least 5 characters -stored encrypted ▪ Expires after a specified period - cannot be reused ▪ May be changed at any time ▪ Lockout after three unsuccessful log in attempts ▪ Automatic log off of users after a specified period of inactivity ▪ May specify allowed time period for users - start and end dates ▪ Employees can only access their own records ***Generic & Individual Users*** ▪ Direct access via forms, ODBC, Discoverer and other tools
2.	Can a user be added to a security group and inherit security access levels from the group?	S	
3.	Can one security profile be copied so that a system administrator could easily create an additional, but slightly modified security profile?	S	Clients can link a user to a role, and then add/remove certain functions, as appropriate for that user only.
4.	Are access rules nested where appropriate (e.g., access at the department level means access to any organization below that department in its hierarchy)?	S	
5.	Can the system grant security rights based upon a position level e.g. an employee is promoted to supervisor and the system adjusts to grant supervisor rights?	U	The system allows clients to give execution rights to a role, and when the employee is moved up to a new position, we would give the employee that role as well.
6.	Can authorized users change security (if appropriate) without knowing programming languages or operating system commands?	S	

7.	Can authorized users update user security and passwords, on-line, real-time?	S	
8.	Can individual users maintain their own passwords on-line?	S	
9.	Is historical information available regarding updates, who made them, when they occurred, etc. throughout the system?	S	

6.01.04 Recruitment/Application and Selection Management

Quest. Number	FEATURE/Question	Code	Comment
1.	Does the system maintain updateable applicant data such as: • General person information (Name, address) • Skills, education and abilities • Exam scores/evaluations • Biographical data • Source of information about jobs, recruitment sources • Multiple jobs applied for by this applicant • EEO codes • Background checks data such as required for law enforcement • Requests for ADA accommodation • Additional fields added later	S	
2.	Can records be searched by: • Name • Title of Position • Budget Code • Date Applied • Other (Please List)	S	Either with the on-line queries provided, standard reports or ad hoc queries that can be performed with Discoverer by end users.
3.	Can the entire application and resume be stored in the system?	S	

4.	Are the open positions tied into the Position control system?	S	
5.	Can the City restrict the system to allow for applications to only be submitted for posted jobs?	S	
6.	The city currently has a web based job application system. Does this system have this functionality or could the City's application be integrated into the system?	S	Personality includes a web-based on-line application solution (our Recruitment Self Service Module), fully integrated with our solution. We also provide the ability for client's to utilize their own solution – this is your option. We will work with you to determine the most effective solution.
7.	Can the posting of new positions be automated to send an email to a mailing list of interested people?	S	
8.	Can close date and times be supplied that will automatically remove a position from the website at the designated time?	S	

9.	Can a web based systems accommodate unique candidate questions for a given positions? If yes, would this be a task the average HR person could do or would it take specialized web programming knowledge?	S	These questionaire's can be defined by users, on tables in the standard system. No programming is required.
10.	Can a person apply for more than one position without having to re-enter application data?	S	
11.	If the system does have an online application module, is the applicant's information stored so that they can re-use this information at a date in the future to apply for additional positions?	S	
12.	Can hard copy applications be scanned? If yes, can data be OCR'd so as to populate the database from the scanned document?	S/U	The standard system provides applicants with the ability to complete an on-line application (the City can define what information is required on the application, and the system will prompt the applicant to complete the required information). It is also possible to map key words from scanned documents that have had OCR software applied, to Personality fields, but this is not the direction we recommend.

13.	Can the system generate letters to support applicant tracking, testing, interview scheduling, etc.? Please list the types of letters available.	S/U	Utilizing Workflow, clients can automate creation of letters utilizing a mailmerge approach, where they define the standard letter, and merge with the appropriate information from the applicant record and posting.
14.	Does the system have the ability to record dates of contacts and actions including interviews and letters sent?	S	
15.	Can the system support interview scheduling including data about interviews and panels?	S	
16.	Can the system store data about tests including multiple types of tests and validation processes?	S	
17.	Does the system have the ability to track applications for internal candidates, transfers, determine promotional status and voluntary demotions?	S	
18.	Can the system electronically transmit screened or unscreened applicant lists to departments with appropriate security measures?	S	The system provides you with the ability to allow department access to view the screened/unscreened applicants on-line, with the appropriate security. Utilizing workflow, and/or an ad hoc report, clients could send notifications including applicant lists electronically to departments.
19.	Can the system attach electronic copies of application excerpts with eligible lists with appropriate security measures?	S/U	Refer to response to item 13 above. As noted in item 18, they could view this information on-line themselves as well.
20.	Does this system have the ability for departments to return the applicant list electronically to advise HR of selection procedures and hiring interview outcomes?	S	The departments could update their comments/recommendations and interview outcomes on-line.
21.	Does this system link directly into the main HR system so that applicant data can be transferred to the employee section upon hiring?	S	
22.	Does the system have the ability to conduct internal searches for potential candidates for positions based on training and career management data?	S	

6.01.05 Equal Employment Opportunity and Affirmative Action (EEO/AA)

Quest. Number	FEATURE/Question	Code	Comment
1.	Does this system have the ability to track EEO codes by classification, department, job codes and other factors?	S	
2.	Does this system have the ability to compile EEO data for federal reporting including generating EEO-4 report?	S	

6.01.06 Personnel

Quest. Number	FEATURE/Question	Code	Comment

1.	Able to maintain an unlimited number of attributes in an employee master file, such as: • Name • Home Address • Social Security Number • Employee number • Ethnic code • Gender • Emergency contact data • Hire date • Adjusted Hire Date • Birth date • Law enforcement badge number • Anniversary date • Pay step • Department • Geographic work location • Supervisor name • Job class and job class number • Position Information • Status (regular/temporary/on call/FTE Status (Full time, or part time e.g. .2FTE, .4)	S	
2.	Will the system accommodate the City's current employee numbers (Numeric field)?	S	
3.	If the answer to the above question is yes, can the system increment the next available number in the City's list upon going live?	S	
4.	Please list the various search fields that an employee can be searched by e.g. Last Name, Dept, Title, Address, etc. Can the system accommodate wildcard searches?	S	The standard find feature includes the ability to search for an employee based on their name, part of their name, first name, nick name, former name, what their name sounds like, SSN, employee number and badge number (and these features include wild card options), or any other alias that you wish to track an employee by. With the ad hoc query tool, users can search on any information in the database.

5.	Can employees be searched by their previous names (maiden names)?	S	
6.	Does the system have full integration between an employee and other HR services including but not limited to: • Benefits ____ • Dependant information ____ • Current and historic performance data ____ • Performance development goals ____ • Career development history and goals ____ • Position and classification history ____ • Accidents, injuries, and safety assessments ____ • Training and development transcript information ____	S	
7.	Explain the process for personnel actions/changes e.g. salary increases, name changes, promotions, etc.. How are requests made, input, routed, and tracked?	S	Personality provides you with the ability to allow users to make changes via the Super User interface or the Self Service interface. Our Personnel Action features provide clients with the ability to define rules controlling whether a change made will automatically update the system or whether approval(s) are required, based on the user making the change and the type of change. There are no limits to the number of approvals that can be required. With workflow, the appropriate people can be notified when approvals are required, and can indicate approved/not approved on-line.
8.	Does the system support the processing of multiple personnel actions on the same day for a given employee with ability to indicate sequence of the actions?	S	
9.	Does the system automatically generate a personnel action record for actions/changes that require one such as a salary increase?	S	Rules can be defined to automate creation of Personnel Actions for salary increases.
10.	Does the system have the ability to capture data and generate reports on all employee personnel changes?	S	
11.	Can some personnel actions be marked as confidential so as to be viewable only by HR staff?	S	

12.	Does the system perform employee profiling by maintaining an employee history (dates, positions, status and pay, etc.) throughout employee's employment?	S	
13.	How do you track temporary, on-call and limited duration employees? By dates, hours worked, or other criteria by department/division/other?	S	You can group these employees in separate structures and link the appropriate rules to the structures. They can be tracked in the manner required, including but not limited to the items mentioned. We will work with you to determine the most effective manner in which to track these employees and the associated information required.
14.	Are temporary employees kept in the same modules and sections as regular employees? If no, how are they treated?	S	Yes, they are tracked in the same modules, but the information tracked may be different.
15.	Can the system compute probationary and trial service dates and produce reports on probationary and trial service status by department/division/other?	S	The rules can be defined regarding next review dates and the reporting can be addressed with either the standard reports or users can create end user reports.
16.	Explain the following processes in your system: • Re-hiring process • Hiring temporary into a regular position • Hiring regular employees into temporary positions.	S	There is a wizard provided for rehiring, allowing the user to simply create a new effective date record for the employees employment and assignment records, and any other information that is required. Using the Workflow features, clients can automate the steps involved in a rehire process. When hiring a temp into a regular position, or vise versa, the user could override any defaults that were not appropriate, with the appropriate security, e.g. salary, FTE, unit/group (which controls benefits, leave, payroll related rules).
17.	Can the system accommodate multiple hire dates for an employee? For example a regular employee leaves and comes back one year later or a temporary person is re-hired each season. How many hire dates can be kept?	S	This information is stored by effective date. There is no limit to the number of effective date records, with different hire dates that can be stored.
18.	Does the user have the ability to modify any pre-defined or autocalculated dates when necessary?	S	
19.	When an employee takes a position that is temporary or a temporary person becomes an employee, is the history of each of their past positions available when looking at their records?	S	

20.	Can the system track layoffs including proposed "bumping" scenarios, notification letters sent and action taken?	S/U	The system can track the information required to make layoff decisions. With the ad hoc reporting tool various 'bumping' scenarios could be simulated using this information. Notification letters could be generated with a mailmerge.
21.	Does your system track unemployment filing determination, amount, claims integrated with historical payroll data?	S	It is possible to track this information.

6.01.07 Classification

Quest. Number	FEATURE/Question	Code	Comment
1.	Can each class have multiple positions? From different departments?	S	
2.	If a class is reclassified or some other change is made, is there a history of all changes e.g., date of change, what the change was, etc?	S	
3.	Can the title of the classification change without needing to reclassify the position?	S	
4.	If a class is reclassified or the title changed, do the records with the old information remain intact – no bleedback?	S	If a new effective date record is created.
5.	Can the system maintain minimum qualifications for a classification e.g. skills, experience, certifications, etc?	S	
6.	Does the system track changes in classifications for individual employees and for jobs/positions?	S	
7.	Can the system store multiple current and historical classification descriptions and job descriptions for each employee?	S	
8.	Upon reclassification do position and employee records update to note the change? What about terminated employees? Do their records change?	S	The reclassification information is updated on the Job Definition record in Personality, by effective date. This information is automatically associated with positions and employee assignment records linked to that Job Definition.
9.	Can the system track labor market and survey data, and use this data to calculate, compare and perform analysis against data integrated with the City's data?	S	

10.	Can the system store point factor evaluation results?	S	

6.01.08 Position Control

Quest. Number	FEATURE/Question	Code	Comment
1.	Describe your position control system.	S	Personality provides you with the ability to completely define Positions, and all associated information and related rules, on standard forms/screens, including but not limited to the information identified in item 2 below. When defining a position the user can specify the budgeted FTE, and how to handle situations where this is exceeded, e.g. warn but allow, don't allow, etc. When a user tries to hire or transfer an employee into a Position, the FTE control is invoked. We also provide the ability to track the budgeted salary and benefits for a position, and track the actual costs, with budget to actual variance analysis features. In addition to this, encumbrance features can be automated, projecting the costs for salary and benefits (including cola's, if required), and encumbering these amounts, relieving the encumbrance with actual payroll amounts.

2.	Does the system have the ability to record data on positions including: • Unique Position Code • Classification • Minimum Requirements • FLSA status • Salary Range (hourly, monthly, annually) • Department/Division/Section • Other characteristics (supervisor, non-supervisor, exempt, non-exempt, contract, interim, volunteer, temporary etc.) • Supervisor chain • Union Status • Management Category • EEO Information • Position status (e.g. Open, Filled, etc) • Budget Codes Please list additional information kept on positions.	S	Virtually unlimited information can be tracked by position, in addition to the information specified here – in either predefined or user defined fields. Some of the additional fields we provide are the default Group, Location, Work Rule, Position Profile, Position Type, Position Evaluation Info, views of who held the position as of a user defined point in time, premiums associate with position, G/L distribution codes (multiple distributions supported), etc.
3.	How does the sytem handle employees who are working in positions out of class or those that are under/over filled?	S	The system provides you with the ability to override the defaulted Job that was budgeted for a Position, by effective date, on the employee's assignment. All rules linked to the overridden Job can be applied, if required. The system provides the ability to have multiple Positions/employee and multiple employees/Position. It also provides the ability to track Acting Assignments by effective date, and authorizations.
4.	Can the system accommodate more than one employee occupying a single position and show reason for multiple occupancy?	S	
5.	Can the system accommodate one employee occupying more than one position? With different pay rates?	S	
6.	How many levels of the supervisory chain can the position accommodate?	S	There is no limit.

	Can the system calculate the budget impact of: • Hiring a particular position/class for use in preparing budget modification request • Upgrades to the position e.g. Part Time to Full Time • Salary increases	S	
7.	Can the system track positions and position relationships to create historical organizational charts, current organizational charts and simulated future charts?	S	
8.	Can the system track and maintain individual job/position descriptions?	S	
9.	Can the system create ad hoc reports on all elements of position information and compare data on positions?	S	Users can create ad hoc reports on any element in the system, as required.
10.	When looking at a position are you able to see the chain of command by title and by current position holder?	S	This is presented in graphical format with the Org Chart tool, based on information defined on Positions, Assignments and Departments.
11.	Can the system accommodate budget codes? If yes, are these codes flexible so that if the position's funding change the codes can be easily changed?	S	
12.	Can positions accommodate multiple budget codes for those positions that are funded by multiple programs?	S	

6.01.09 Benefits

Quest. Number	FEATURE/Question	Code	Comment
1.	How many different types of benefits can the system track? Can it track the following: • Incentive pay • Shift differential pay • Pay for Performance • Market Adjustment, including "start" month • Movement through Range (may be 10 Steps, including "start" month—percentage for each step may vary • PERS Contribution rates • PERS Pick-Up • Salary Continuation • Health Insurance (minimum of 3 different packages) • Dental Insurance (minimum of 2 different packages) • Life Insurance (minimum of 3 different packages) • Cash payments in lieu of benefits • Workers Compensation • Liability Insurance • Bus pass subsidy • Post-Retirement Benefits • Deferred Compensation • VEBA (PEHP) • Cost-of-Living-Adjustment (can be calculated at any level – requested, proposed, approved, adopted)	S	
2.	As the City adds new benefits, does the system allow for easy set up of a new benefit and its applicable business rules?	S	Users can either copy an existing benefit plan/coverage or easily create a new plan, and associate this to the appropriate group of employees automatically.

3.	Does the system have the ability to set up different eligibility and participation rules based on factors such as employee group, hire date, term date, age, etc.?	S	
4.	Does the system have the ability to develop and maintain tables indicating cost and participation eligibility rules for each insurance plan?	S	
5.	Can the system track and report on whether or not employees have submitted benefits forms?	S	
6.	Does the system have the ability to automatically, by default, enroll employees in certain groups if enrollment form is not received?	S	Plans/coverages can be configured as 'required' (versus optional) and a process is provided to automatically enroll employees.
7.	Will the system allow for keeping data on opt out medical benefits?	S	
8.	Can HR staff quickly view each benefit/benefit program that an employee is participating in or taking advantage of?	S	
9.	The City has considered the possibility of moving to a cafeteria type plan for benefits. Can your system handle the administration of a unique collection of benefits for each employee?	S	
10.	Does your system allow for Employee dependent information (up to 15-20 per employee) such as name, address, insurance status, phone number, gender, birth date, etc.?	S	
11.	Can the system track enrollment of employee dependents?	S	

12.	Can the system show details of various insurance programs for employees and dependants such as amount of coverage for each?	S	
13.	Does the system track and report dependents reaching end of eligibility (age)?	S	Tracking and automation of the associated rules as well as reporting on the calculation results, is included in the standard system. Users can use the ad hoc reporting tool for additional reporting requirements.
14.	Can the system automatically calculate and tax the value of domestic partner benefits?	S	
15.	Does the system support FMLA/OFLA and benefits related to FMLA/OFLA?	S	
16.	Does your system have the ability to accept data from scanable forms?	S/U	Scanned documents can be attached to the appropriate Personality records, by effective date, if required. Mapping of key words to the appropriate fields in Personality will be required in order to import specific information from the form into fields in Personality. SQL*Plus is utilized to load information from formatted files.
17.	Does the system have the ability to input a benefit and have the effective date be automatically calculated, e.g., 6 month wait on dental, open enrollment changes, etc.?	S	
18.	Does the system track enrollment in benefits programs over time (maintain history files)?	S	
19.	Can the system administer COBRA including generation of notices by date?	S	COBRA rules regarding benefit coverages can be automated with the system. With workflow, clients can generate the notices required, with a mailmerge approach.
20.	Can the system track terminated or retiree COBRA usage, billings, etc.?	S	As noted above, the benefit calculations can be automated with the system. Billings can be automated with a mailmerge approach. Users can also track payments made by former employees/their dependents.
21.	Does the system have the ability to change deduction codes and/or group numbers automatically for all affected employees?	S	

22.	Does the system have the ability to calculate the effect of early retirement programs including who is eligible and impact on departments, unions and job classifications?	S	The system provides the ability to generate forecasted labor costs, with users being able to enter assumptions. Theses calculations can be exported to excel for further analysis, if required. The ad hoc query tool could also be used to extract the information required to excel, based on user defined conditions. Through one or both of these tools, I'm sure we could address this requirement.
23.	Can the system generate reports for carriers reflecting changes, additions, and deletes? Can it generate ASCII files with this information for transmittal and upload to the carriers?	S/MM	The system provides you with the ability to define remittance rules on tables. Remittance reports are provided, and reflect adds, changes and deletes, if required. ASCII files can be created with the ad hoc reporting tool. We have indicated there might be minor modifications required, as we do not know what format your carriers require.
24.	Can the system generate data to test for discrimination in benefits programs or usage based upon definable standards?	U	This can be addressed by users with the ad hoc reporting tool.
25.	Can the system generate enrollment and cost reports?	S	
26.	Can the system generate total benefit plus salary reports to show full compensation amounts for individual employees?	S	
27.	Can the system track occupational and non-occupational disability claims information?	S	
28.	Can the system calculate taxable life insurance premium value per IRS rate schedule?	S	
29.	Can the employee view his/her own benefits records on-line? Via Intranet?	S	
30.	Can the employee add or edit their records related to benefits on-line? If so, what types of data may the employee add or edit?	S	The employee can elect, opt out or decline benefits they are eligible for and add/change their dependent and beneficiary information via the self service features.

6.01.10 Compensation

Quest. Number	FEATURE/Question	Code	Comment
1.	Does the system have ability to store and calculate various merit increases and scenarios across-the-board?	S	
2.	Does the system have the ability to store and calculate multiple incentive pay plans?	S	
3.	Can the system maintain a compensation plan with multiple salary ranges and steps?	S	
4.	Can the system accommodate multiple salary ranges for the same grade (higher range based on market factors)?	S	
5.	How does the system handle compensation plans with no established steps or with single rates such as those for temporary employees?	S	
6.	Some employees work "out of class" on occasion. This means that some or all of their hours will be paid at a rate different than their normal base rate. Can the system accommodate paying an employee a portion of hours at one rate and a portion at another? If yes, is there a limit to the number of rates that can be used?	S	There is no limit to the number of rates. The ability to easily manage this requirement is one of the key features in our system.
7.	If the answer to the above question is yes, how does your system store, calculate and process this information?	S	The system allows the employee to have multiple assignments at any point in time, and the rules associated with each assignment can be different, e.g. different rates, premiums, cost distribution, work rules, etc. The system will automatically generate the appropriate hours at the appropriate rate based on rules defined, by effective date, and therefore can accommodate your requirement. It is also possible to override the Position/Job at the transaction level, and establish rules to use the rate associated with the Position/Job or what the employee is 'authorized' to be paid when they work in that Position/Job, or a 'higher of' rule.

8.	Can the system calculate and report comp ratio, range, quantities, percentile calculations, average salaries, etc.?	S	
9.	Can the system provide total compensation reports per employee per bargaining unit and per other data elements?	S/U	With either the standard reports or with user define ad hoc reports.
10.	Can the system handle and update multiple step and salary ranges and report number of employees at each step of each range and number of employees in each classification?	U	There are standard reports that include some of this information. User can create ad hoc reports for additional information, if required.

6.01.11 Human Resources Performance Management

Quest. Number	FEATURE/Question	Code	Comment
1.	Does the system allow for computerized performance apprasials?	S	Rules can be defined by type of review regarding the categories to be evaluated, allowing users to track the rating per category as well as specifying textual responses. Notes can be attached to each record by user defined type. Users can also attach electronic documents to the review record.
2.	If yes, is there an internal routing mechanism for various reviewers and their approvals?	S	Clients can define the approval levels required, and Workflow can be utilized to generate notifications to the appropriate staff.
3.	Does the performance management section allow for custom setup of items the City wishes to review performance on?	S	
4.	Does the system allow for both text and short data fields (e.g. numerics, dates, ratings, etc.)?	S	In either the standard or user defined fields.
5.	Can the system assign next review dates? If yes, can they be automatically assigned based on business rules such as type of review, union rules, etc.?	S	
6.	Does the system have the ability to remind evaluators and employees and produce reports on status (completed, not completed, by department, by supervisor, etc.) as needed combined with other attributes. Via email? Other?	S	With Workflow, notifications can be generated to the appropriate staff (on-line alerts or emails or reports) to remind evaluators. There are standard reports provided with the system or users can create ad hoc reports, and distribute these via email, or other formats, if required.
7.	If the answer to the question above is yes, is this notification system or manually driven?	S	Either
8.	Can reminders be sent more than once?	S	Rules can be defined to send notifications as many times as required, by event.
9.	Does the system support a comprehensive review process that includes evaluations from customers, peers, and supervisors?	S	Users can define the review categories required, by type of review, including evaluations from customers, peers and supervisors, if required. As noted, it is also possible to attach electronic documents to the review record, if this information is maintained in a different format.

Quest. Number	FEATURE/Question	Code	Comment
10.	Does the system allow for the integration of performance evaluations with career management and training goals/plan data?	S	
11.	Does your system have an incentive and reward management module? If yes, please describe.	S	Personality provides you with the ability to automate rules regarding incentives and rewards, based on user defined criteria, e.g. sales incentives, sick pay incentives (for not utilizing sick time), attendance incentives (for punctuality, etc.). Users define the rules on tables, and the system will automatically perform the calculations required. If rewards/incentives are determined (or penalties), alert messages can be generated in reports, on employee check/dd forms, etc.

6.01.12 Career Development

Quest. Number	FEATURE/Question	Code	Comment
1.	Can the system track education, seminars, experiences, projects, temporary assignments, lateral assignments, internships and other career experiences of employees?	S	
2.	Does the system have the ability to enter career plans for employees and track changes over time?	S	
3.	Does the system integrate career development data with competency, training, position administration and performance management data?	S	
4.	Can the system track career development information not only for employees but for internships, temporaries and outside/non-employees or contract employees?	S	
5.	Can the system track participation in internships and school to work programs for interns and employees?	S	
6.	Does the system maintain records of employees' license and certification types, and expiration date?	S	
7.	Will the system provide notification of pending renewal requirement of license and certifications?	S	This can be automated with Workflow and/or reports can be generated that detail which certifications or licenses are due to expire in a user defined range in time.
8.	Does the system have the ability to maintain a record of skills inventory for an employee? If yes, can the record be updated as an employee develops new skills and link to compensation?	S	

6.01.13 Training Administration

Quest. Number	FEATURE/Question	Code	Comment
1.	Does the system have the ability to track data on classes including instructors, locations, contact hours, cost of training, number of sessions offered over time, course descriptions, prerequisites, competencies met, start and end times, number of sessions required for multiple part classes, capacity, etc.?	S	
2.	Can the system track registration data including number of seats available, class conflicts, registration status, cancellation status, attendance status, user/person doing registration, date and time of registration, etc.?	S	
3.	Can the system track trainers including availability, certification, contract data and evaluation data for periodic observations, etc.?	S	
4.	Can the system track student records for employees, non-employees, volunteers and produce training transcripts, ad hoc.?	S/U	The system can track the information required. Production of transcripts would be addressed by users with the ad hoc reporting tool.
5.	Does the system have the ability to maintain multiple waiting lists and manually or automatically register students from waiting lists?	S/MM	The system provides the ability to track employees that are wait listed. A modification is required to automatically register students from waiting lists.
6.	Can the system track class evaluation data for class sessions, courses and trainers?	S	
7.	If the answer to the above question is yes, can these evaluations be customized?	S	
8.	Can charts and graphs be made with the evaluation results?	U	Users can utilize the ad hoc reporting tool to generate charts/graphs based on the evaluation results.
9.	Can the system track pre and post tests scores for course content?	S	

10.	Can the system track certification requirements and competency levels for positions, jobs and employees?	S	
	Can the system track training locations with capacities, requirements, etc.?	S	
11.	Can the system track non-classroom learning activities such as self-study, bargaining group, projects, mentorship and workgroup team building?	S	
12.	Does the system have decentralized input and reporting of training information so that central, departmental, and divisional training records can be kept in one database and accessible to employees, their supervisors, and departmental training coordinators?	S	
13.	Can the system match up training requests from employees or training goals established by supervisors for employees with available class types?	U	The system can track the requests, and available classes, and users can match these up by creating a report with the ad hoc reporting tool.
14.	If the answer to the above question is no, is there a way that the system can track training requests and staff can manually match them with upcoming classes?	S	
15.	Can employees view all available classes, with dates on-line?	S	
16.	Can employees register for classes on-line?	S	
17.	Does the system automatically notify employees if they are accepted into a course?	S	Workflow could automate these notifications.
18.	Does the system have any integration with MS Outlook so as to create an entry in the employee's calendar?	MM/C	We would need to determine the specifications for this in order to identify whether this is a minor modification or not. We provide integration with MS Outlook to generate emails currently.
19.	Does the system accommodate "holds" for positions in a class, pending supervisor approval?	S	The system will track training requests, and rules can be defined regarding the approval levels required. An employee request must be approved before they are confirmed in a class, so in effect they are tracked as 'holds' prior to this.

20.	Does the system have an automated routing feature that would allow for the automatic submittal to the employee's supervisor for approval?	S	Through approval rules and Workflow notifications.
21.	Will the system notify the employee when their supervisor has approved their request for training?	S	This event can be triggered with Workflow.
22.	Can the staff easily substitute attendees to course?	S	
23.	Does the system have the ability to send email reminders for upcoming classes to the registered students?	S	With Workflow alerts/emails/reports.
24.	Can an administrator send group emails based on enrollment status or other criteria?	S/MM	Workflow rules can be configured to send emails to a User/Role or group of Users/Roles, based on an event. We have indicated that minor modifications may be required, due to your 'other criteria' condition not being fully defined.
25.	If the answer to the above question is yes, can information about the reminder e.g. date sent, type of reminder, etc. be tracked to show a history of all reminders sent?	S	A log of all workflows including the date sent, type and status is automatically created by the system.
26.	Does the system have the ability to charge departments for training costs?	S	
27.	Can the system print completion certificates?	U	This could be accommodated with a mailmerge approach.
28.	Does the system allow for customization of certificates?	U	This could be accommodated with a mailmerge approach.
29.	Can completions certificates be printed for a series of classes (not just individual classes) once the series is complete?	U	This could be accommodated with a mailmerge approach.
30.	Does the system track when certifications expire and provide advance notice to supervisors?	S	The system tracked when certifications expire, and Workflow can be utilized to generate advance notice.
31.	Can the system track training costs type and amount for various categories of training and organizational development activities as well as for travel, study time, course costs, hotel, meals, backfill, etc?	S	

6.01.14 Separation/Succession Planning

Quest. Number	FEATURE/Question	Code	Comment
1.	Does the system track exit interview data and report on employee's reasons for leaving?	S/U	The system provides you with the ability to track exit interview data. Reporting on this information will be addressed with the ad hoc reporting tool.
2.	Does the system track turnover data such as employer's reason for termination, terminations by position, department, classification and supervisor?	S	
3.	Does the system keep a "snapshot" of the terminated employees' information as it was upon their leaving e.g. position held, current supervisor, pay rate, etc.?	S	
4.	Can the system store and track multiple steps/ladders to jobs including skills and experience to determine next steps by position, classification, departments and employee?	S	
5.	Can the system record multiple succession trees related to history and organizational structure?	S/C	The system has some capabilities in this area, but we need to explore your requirements in further detail to determine if any customizations are required.
6.	Will the system track turnover type by position type, class, and history, other?	S	

6.01.15 Labor Relations

Quest. Number	FEATURE/Question	Code	Comment
1.	Can the system capture information from master contracts and supplemental agreements with the ability to perform key word search?	S/U	Electronic contracts and agreements can be attached to the appropriate records in the system, and key word searched can be performed within the documents themselves, based on the tool they were created with.
2.	Can the system perform side-by-side comparison from employer proposal to union proposal and highlight differences in each clause?	N	This can be accommodated with word processing tools.
3.	Can the system track grievances and action steps (current and historical) by date, employee classification, union and supervisor? Can views be sorted by any of these categories?	S/U	The system provides the ability to define the grievance procedures by bargaining unit, including the rules at each step. Employee complaints and grievances can be tracked according to the rules defined. There are views includes – view upcoming grievance activities, view employee related labor relations, view complaints and grievances by employee, and standard reports are provided based on this information. Additional reporting or sorting requirements can be addressed with the ad hoc reporting tool.
4.	Can the system calculate calendar time taken at each step of the grievance process and for the entire grievance process?	S	
5.	Can the system use current and historic payroll data related to work location, work assignment, shift, leaves, time off, variable shifts, premium pay, overtime status, shift trade status, etc. to model effects of potential changes in contract rules?	U	The information required to perform this analysis can be tracked in the system. Clients could use the end user reporting tool to extract this information to perform the analysis required.
6.	Can the system track records needed in relationship to a complaint including union agreements, contract provisions, bargaining unit, management unit, and related data?	S	
7.	Can the system hold and track union contract provisions which effect salary, position control, types of discipline and other rules relating to data elsewhere in the system?	S	

6.01.16 Discipline

Quest. Number	FEATURE/Question	Code	Comment
1.	Can the system track various types of discipline, action taken, and levels of discipline and integrate with employee, position, and classification information?	S	
2.	Does the security allow for review of all or portions of disciplinary action data by supervisors for their employees?	S	
3.	Does the system provide a tickler system to indicate need to update employee records to remove letters of discipline with different rules for different unions?	MM	A Workflow trigger is required to accommodate this requirement, which is a minor modification, but once completed, this will allow a Workflow to be defined to generate notifications when actions are required associated to disciplinary actions based on events.
4.	When data is "pulled' what actually happens to the information?	S	Clients can actually set an expiration date on letters, or physically remove the record from being attached to the employee's record. It is a client decision on the approach preferred, and what to do with the letter if removed from the record.
5.	Does the system provide the ability to close or cancel the disciplinary action at any point without all of the steps being completed?	S	
6.	Will they system allow for multiple categories per disciplinary action?	S	

6.01.17 Risk Management/Workforce Health & Safety

Quest. Number	FEATURE/Question	Code	Comment
1.	Can the system track claim information such as: • Worker's Compensation • Automobile • General Liability • Property Claims • Condition • Department • Facility • Cause Description of Incident • Claim Status • Reserve (Including History) • Date Reported • Claimant, Closure Date, Recovery Information.	S	
2.	Can the system link ADA/physical requirements of jobs to application data, position control and EEO/AA records?	S/U	The system provides you with the ability to track ADA/physical requirements and link these to Jobs and Positions as well as Postings. It also allows you to track the physical attributes of employees, if required. The EEO/AA information can be tracked linked to a Job and the employee's personal information. The system provides you with the ability to determine any gaps between requirements and employee skills inventories (including physical requirements). Additional reporting requirements can be addressed with the ad hoc reporting tool.
3.	Can the system track accidents, incidents and injuries with action steps including workers' comp, training required and return to work requirements integrated with FMLA?	S	
4.	Can the system track categories of incidents, injuries and near misses by classification, workgroups, and department to plan training and preventative action?	S	

Quest. Number	FEATURE/Question	Code	Comment
1.	Can the system track claim information such as: • Worker's Compensation • Automobile • General Liability • Property Claims • Condition • Department • Facility • Cause Description of Incident • Claim Status • Reserve (Including History) • Date Reported • Claimant, Closure Date, Recovery Information.	S	
5.	Can the system track ergonomic assessments and other risk, safety and violence risk assessments with current and historical data, action steps and follow up by workgroups, department and affected employees?	S/U	The information can be tracked in standard fields provided with the system, with notes attached to the records (including electronic documents) and/or user defined fields.
6.	Can the system track OSHA reportables and produce reports?	S	
7.	Can the system track safety training requirements linked with job specifications and position control and generate mandatory and recommended training plans?	S/U	The system can track the information required. The reporting on training plans could be addressed with the ad hoc reporting tool.
8.	Will the system maintain property valuations for each owned or leased City property by facility name, address, ID number?	S	The system can track all City property by facility name, address and id, if required. Valuation information could be attached to these records in user defined fields.
9.	Can the system produce loss probabilities and project losses including standard deviation and variances?	U/MM	As noted, the system can track the details and valuation information, but users would have to create reports with the ad hoc reporting tool or extract this information to another tool to determine loss probability and projected losses, including standard deviation and variances.

Quest. Number	FEATURE/Question	Code	Comment
1.	Can the system track claim information such as: • Worker's Compensation • Automobile • General Liability • Property Claims • Condition • Department • Facility • Cause Description of Incident • Claim Status • Reserve (Including History) • Date Reported • Claimant, Closure Date, Recovery Information.	S	
10.	Does the system provide on-line claim forms for completion and filing electronically of Worker's Compensation Claim Form 801, City Incident/ Accident Form, OSHA 200 Log?	S/MM	We include OSHA reporting in the standard system. The balance of the reports could be created by the City with the ad hoc reporting tool, or you could request that High Line create the reports and include them in the standard system fully supported in future releases. There would be a cost involved for High Line to complete the additional reports – the amount will be determined based on submission of your detailed requirements.
11.	Can the system track mandatory random drug testing for commercial drivers with needed security?	S	The system can track what positions require drug testing and the results of employee testing by effective date. With the ad hoc reporting tool, random selection based on user defined criteria can be performed. Security can control access to this information, as required.

6.01.18 Time Input

Quest. Number	FEATURE/Question	Code	Comment
1.	Does the system have a time entry module for employees?	S	
2.	Does this module allow for individual entry and batch entry by timekeepers?	S	

3.	Is the time keeping system application based or web based (intranet)?	S	Both.
4.	Are there any limitations on when time entry can be done e.g. preparation of time sheets one month in advance, preparation after timecards are officially due, etc.?	S	No limitations from a system standpoint.

5.	Does the system have a way to customize business rules regarding time entry e.g. salaried employees can't record overtime, medical leave can't be taken until 24 hours of PTO are taken, etc? If yes, can this be done by administrators of the system or would it require programming?	S	Rules are configurable on tables, by users. This is an area that has been enhanced over the years, working with our clients, so the majority if not all of your rules will probably be configurable with standard features. If additional features are required to address your needs, we will work with you to enhance the standard system to address this. The cost of any enhancements required will be determined based on your submission of detailed requirements.
6.	Does the system allow authorized staff to override pre-defined business rules when required?	S	
7.	Does the system have an overtime approval and tracking system?	S	The system provides the ability to require approval of timesheet information, including over-time, if required. Timesheet data will not be processed through payroll until the appropriate approvals are received.
8.	If yes, can the approval system be set up to automate request to employee's supervisor? Can this be overridden if the supervisor is not in the office?	S	The approval levels are user defined. Certain users can have the ability to override approvals in the case of the designated person not being in the office, or a proxy supervisor can be defined.
9.	Does the overtime authorization system allow for any member of management staff for a given department to be able to authorize any overtime request for staff of their department?	S	The approval levels and authority are user defined.
10.	Does the employee have a choice on how to enter hours, e.g. daily entry, weekly or full pay period? For example can the employee enter 80 hours without having to do daily entry?	S	This is a procedural issue, versus controlled by system limitations.
11.	Can exempt employees enter exception time only?	S	

12.	Can a supervisor and/or timekeeper print out a timesheet for an employee who is not in the office?	S/U	There is a standard report provided with the system, as well as print screen capabilities. If additional features are required clients can create their own timesheet with the ad hoc reporting tool.
13.	Are negative hours usable for adjustments?	S	

6.01.19 Time Allocation/Work Order Tracking

Quest. Number	FEATURE/Question	Code	Comment
1.	As previously stated approximately 30% of employees do time input alongside time allocation using project, task, and work order code structures. Does your system have a time allocation module?	S	Personality provides you with the ability to specify the project, task and work order associated with time worked. We also provide the ability to attach estimated or actual costs associated with this time, e.g. fringe benefit costs.
2.	Is this module integrated into the time entry module so that employees do not have to complete time entry in two sections?	S	
3.	Does the City have the ability to set up the various elements that make up the time allocation entries e.g. tasks, projects, leave types, etc.?	S	
4.	Can each employee choose from available lists (tasks, projects, etc) so as to customize the lists that are applicable to them?	S/MM	There are some features in this area. If additional features are required, we will provide an estimate of the cost based on your submission of detailed requirements.
5.	Can the employee enter time per project in the period as opposed to daily entry? E.g. 60 hours Project A and 20 Hours Project B.	S	
6.	Can the employee choose to do daily entry?	S	This is a procedural issue that should be determined by the City, versus a system feature/limitation.
7.	Can business rules be applied so that time can be allocated to different programs funds? For example a support person is loaned to another department for two days. Can this time be charged to the department receiving the loan?	S	
8.	Can comments be added to individual tasks? Days?	S	

9.	Does the time collection system have any type of interface with a work scheduling system so that hours can be attributed to the correct day the person worked and not default to the Monday to Friday work week?	S	We provide an integrated work scheduling module with our solution.
10.	Does the system have the ability to show the balance in the leave banks while doing timesheets so that employees can use this in their timesheet preparation? Are these balances available for viewing outside of the timesheet preparation?	S	Rules can also be defined regarding how to handle excess leave requests – allow, allow with a warning, don't allow, etc.

6.01.20 Leave Tracking

Quest. Number	FEATURE/Question	Code	Comment
1.	Does the system have a leave request authorization and tracking system?	S	
2.	How do the supervisors get notified of a leave request?	S	Rules can be defined regarding approval levels required for leave requests. Supervisors can be notified of leave requests pending approval with Workflow, if required. The notification format is user configurable.
3.	How is authorization given?	S	The person authorized to approve the leave checks off that it is approved through the Manager Self Service features.
4.	Can the leave request be accessed by other supervisors to give approval in the event of the absence of the primary supervisor?	S	This is a configuration option.
5.	Does the leave request system, interface with the time keeping system? If yes, explain the interface and the interactions.	S	The leave administration features are fully integrated with the timekeeping system. When generating timesheets, approved leaves will be incorporated and the time will be generated under the appropriate leave code.
6.	How does the requestor get notified of the confirmation or denial of the request?	S	This is configurable based on your requirements. Typically clients elect to configure a workflow to generate a notification via email.

7.	Does the leave request system have, or can it interface with, a calendaring system showing all leaves requested/granted for a given department?	S	A manager can view all leave requests (requested, granted, declined) for employees they are authorized to view/approve. If a calendar view is required, this could be address with a custom report.
8.	How does an employee go about changing or canceling a previously submitted leave request? Does the change notify the supervisor?	S	There are options available – one might be to submit negative requests for the hours on the date in question. We will work with you to determine the approach that meets your needs within the system's capabilities.
9.	Are changes possible after the requested date?	S	

6.01.21 Payroll

Quest. Number	FEATURE/Question	Code	Comment
1.	The City has various elements that make up compensation and pay processing. Elements include but are not limited to: Base Hourly Rates Monthly Salary (paid bi-weekly) Incentive Pay Shift Differentials Out of Class Union Dues All Taxes Insurance Premiums Benefits co-pays (See Benefit list in Sec 6.01.09) Deferred Compensation PERS Is there a limit to the elements that make up pay or compensation?	S	No limit.
2.	Is the set up and administration of new pay elements an easy one for the payroll staff?	S	Yes, once they are trained.
3.	Can pay elements be calculated by flat amounts, percentage of salary, and percentage of employee contribution? Other?	S	
4.	Can the staff easily apply business rules to the pay elements?	S	
5.	Can the staff control the effective date of any new pay element?	S	

6.	Can the system store and calculate multiple across-the-board adjustments for various groups and unions (e.g. cost of living, new salary structure, etc)? If yes, can the city control the effective date of the adjustment? Can this date be in the past?	S	
7.	Does the system provide the ability to pro-rate employer benefit contributions based on the employee's percentage of full-time, and adjust employee deductions accordingly? (*E.g.,* an employee who works half-time would receive a 50 percent contribution for the cost of benefits and would pay more for insurance coverage.)	S	
8.	Does the system support payment of taxable and non-taxable allowances to employees for various items (*e.g.*, car, clothing, etc.)? If yes, how does it handle these items?	S	All amounts associated with an employee are tracked in what we refer to as 'pay components'. We group pay components together into what we refer to as 'pay elements'. For taxation, we define an element(s) that includes Taxable Wages. A separate element is defined for what is included in Gross Pay, etc.
9.	The city currently provides domestic partnership benefits that are taxable to the employee but not considered part of their pay. The city needs to calculate the employee's tax liability on the benefit but does not want the benefit amount to be shown as part of the employee's pay. How would your system accommodate this?	S	The amount of the taxable benefit would be tracked in a pay component (automatically calculated based on the benefits elected, or enter/loaded). This pay component would be included in taxable earnings, but not in gross pay or other earnings or benefits elements, as required.
10.	Can the system control the tax exempt status for employees, spouses and/or domestic partners?	S	
11.	How does the system handle non-voluntary deductions, including garnishments and child support payments?	S	The rules are configurable by users and associated to a pay component, including but not limited to the ability to define flat rate deductions, flat rates with a ceiling, flat rates with a effective and expiration date, percentage of eligible earnings, percentage with a ceiling, percentage with a effective and expiration date, guaranteed net calculations and prioritized deductions with automatic adjustments in order of priority based on guaranteed net.

12.	Will the system calculate pay amount for employees on workers' compensation leave to make their pay 100% of regular pay (with a factor for Workers' Compensation)?	S	Rules can be configured by users to automate this.
13.	Does the system have the ability to calculate benefit deductions based on age, salary, percentage, flat rate on both a pre and post tax basis?	S	
14.	Can the system calculate holiday pay for part-time employees based on actual hours worked or on FTE?	S	
15.	Can they system be set to continue to pay for benefits while the employee is on unpaid leave of absence?	S	
16.	Can the City pick the elements they wish to appear on the check stub/deposit advice slips?	S/MM	High Line provides a standard check/direct deposit form program with the standard system. Clients have the ability to tailor this form, or can request that High Line take this responsibility, to address unique requirements. Typically we set parameters for the form on tables, e.g. what pay components should appear. We will advised you of any estimated costs for enhancements based on your submission of detailed requirements.
17.	Can a set of elements be combined into one category for show on the check stub/deposit advice slip?	S	See item 16.
18.	Certain elements are debited or credited at certain times such as the first pay period of the month or once per quarter. Are these rules customizable?	S	
19.	Once the payroll process has begun for a given period, can adjustments be made to the current payroll batch if necessary? If yes, how?	S	The system provides a number of features in this area, including the ability to 'pull' a person from a pay and process them separately while the rest of the payroll cycle continues normally, as well as the ability to undo stages in the process to make changes and then reprocess, etc.
20.	How are adjustments to previous pay periods made?	S	There are a number of features provided, based on the situation. Users typically enter the adjustment required by actual effective date, into the current pay period.

21.	Does the system allow for posting of retroactive transactions to the actual pay period related to the action and calculate retroactive pay and deductions based on the rates for the effected period?	S	
22.	Does the system allow the payroll office to enter account distribution on an employee's payroll record that is different from the position's default account funding? If yes, can this same task be any user the City desires (supervisor, employee, etc.)?	S	
23.	It is the City's policy to pay employees regardless of whether the employee had turned in their timesheet. Will the system accommodate this?	S	

6.01.22 Leave Banks

Quest. Number	FEATURE/Question	Code	Comment
1.	Is there a limit to the number of different leave banks the system can handle? If yes, please state the number.	S	No limit.
2.	Does the system allow the City to determine all business rules for the leave banks e.g. amount of accrual, whether the account can have a negative balance, maximum amounts, etc? If no, what are the limitations of the system regarding administering leave banks?	S	
3.	Can the system have different rules for applying a single leave bank based on position, employee status, effective dates, year of service etc.?	S	
4.	Does the system have automated tracking of all leave banks to determine the necessity of leave without pay?	S	
5.	Does the system automatically differentiate between standard and overtime hours according to the City's timekeeping business rules and multiple unions or other work groups and federal and state laws?	S	Rules can be configured to accomplish this.
6.	Can the system accommodate excess annual leave to continue accruing, based on approval, for a defined period of time?	S	
7.	Can the system manage leave-without-pay's impact on leave accrual for each leave plan and benefits?	S	
8.	Can the system specify an initial accrual amount an employee is to receive upon employment?	S	

9.	Does the system allow "cashing out" of leave? If yes, explain how this is done.	S	Clients can configure the rules of their choice, e.g. automatically payout any excess or amounts owing a year end (or amounts owing over a threshold), enter the cash out amount and validate against leave bank, within rules defined, etc.
10.	Can the city provide business rules so that compensatory time not used is paid automatically e.g. the additional compensatory time is over the City's prescribed limit?	S	
11.	Can the system manage all leave pay offs that may have a portion eligible for retirement contribution and a portion not eligible for retirement contribution based upon rules established for the bargaining unit?	S	
12.	Can the system accommodate the transfer of hours from one employee's leave account to another employee's leave account?	S	
13.	If the answer to the above question is yes can the system calculate the appropriate amount of leave by hourly rate (e.g., an employee who earns $30 per hour donates four hours of leave to an employee who makes $15 per hour. The receiving employee receives eight hours of leave.)?	S	
14.	Can the hours posted to an employee's leave account be adjusted ad hoc e.g. as part of the City's reward program?	S	

6.01.23 Payroll Output

Quest. Number	FEATURE/Question	Code	Comment
1.	Does the system support ACH/EFT transfers with banks, credit unions, deferred compensation federal and state tax deposits?	S	
2.	Can the system split one ACH payroll amount to multiple recipient banks?	S	
3.	Can the system generate paychecks on demand (outside of a regular pay period)?	S	
4.	Can the final check calculate the payout of all applicable leave banks without having to make an entry noting the leave was "taken"?	S	
5.	Can Deposit Advice Slips (not-check payment slips) be reprinted on demand?	S	
6.	If there is a problem printing checks or deposit advice slips can they be re-ran without affecting the processed batch?	S	
7.	Can W-2's be generated in batch form?	S	
8.	Can single W-2's be printed? At any time of the year?	S	
9.	Can W-2's be printed on a laser printer?	S	
10.	Does the system allow for adjustments or corrections to the W-2 such as for employees who become deceased during the year?	S	

11.	Does the system have a mechanism for dealing with electronic endorsements?	S	This is addressed through employee's having the ability to establish a PIN Number, much in the same way as bank ATM machine security allows PIN number to be and acceptable endorsement for financial transactions.
12.	Does the system have the ability to allow the employee to change data and examine what if scenarios such as changing dependants on their W-4 to see the tax implications?	S	This assumes the employee has access to the appropriate fields and the ability to run a Trial Pay Calculation.

6.01.24 Payroll Management

Quest. Number	FEATURE/Question	Code	Comment
1.	Does the system allow for the maintenance of labor expense distribution and reporting into pre-defined general ledger account numbers?	S	
2.	The City's payroll is managed by calendar year (ending Dec 31st) whereby each payroll period is noted by the year and the pay period (04-1, 04-2, etc.). Does the system allow for this information to be maintained?	S	
3.	If the answer to the above question is yes, does the system have a way to account for pay received at the end of the fiscal year that may be made up of allocated dollars from the old and new fiscal years? If yes, can this information be used to run reports that show all dollars allocated to a specific fiscal year?	S	Information required for G/L posting can be controlled by a fiscal calendar, even if payroll is controlled by different calendar, posting by payment date, and/or payment period end date, based on user configurable rules. G/L posting information can be reported on differently than pay period information. The system also has the ability to automate accruals (estimates or actuals) to address pay periods that cross fiscal periods or at year end only, if required.
4.	Does the system maintain the dollar value of leave transactions available for fiscal year end reporting adjustments?	S	All transactions are maintained, by effective date, and can be reported on as required with either the standard reports or with ad hoc reports.

6.01.25 Integration with Other Systems, Technologies

Quest. Number	FEATURE/Question	Code	Comment
1.	<u>GL Interface:</u> Does the system have the ability to transmit a file in ASCII format for upload of data to our general ledger interface system? This includes all types of data found in the system. The City uses an internally developed GL system operating on an HP3000 mini computer. The City would require data layouts from the vendor for transfer of data between the two systems. ****THIS IS A REQUIRED FEATURE**** Any cost estimates with regard to the integration costs between the existing system and the new system should be included in the Cost Summary section of your response.	S	We provide the ability to create an ASCII file containing information that can be used to interface with G/L systems. The rules for this file creation are defined by users, on tables provided. The majority of our clients have addressed their needs with these standard system features, without requiring additional custom programming/formatting. A number of our clients have financial systems that run on an HP3000 platform, and they also have utilized the standard features to address requirements. If additional requirements are identified, the City could take responsibility for tailoring the file created, or request that High Line provide an enhancement. We will determine any costs involved based on your submission of detailed requirements.
2.	Is the system able to export/import ASCII delimited information and other formats to interface to other City systems and standards (e.g., MS Excel; MS Word, Access and SQL) to automate generation of letters, mailing labels, etc.?	S	Through either the standard import/export features provided, or with the ad hoc reporting tool. SQL*Plus is utilized to import information to temporary interface tables.
3.	Is the system able to provide full support for Windows OLE, including: • Attachment of standard object types • Cut and paste capability from all data screens • Cut and paste capability to all data fields	S	
4.	Does your system have Electronic Document Management features?	U/N	Personality provides the ability to link electronic documents to any record in the system, by document type/category and effective date. We have clients that have purchased specialized document management and imaging systems, and they integrate/interface readily with Personality. Further than this we do not provide a solution, allowing clients to choose the solution of their choice.

5.	If the answer to the above question is yes, how do they integrate with the main system? Are they attached to an employee? A position? Other?		Refer to response to item 4 above.
6.	Does your Electronic Document Management features work with any scanner or do you have a scanner that you recommend with your software?		Clients can attach any electronic image to any record in Personality.
7.	Intranet Access Describe system capabilities for accessing information through an intranet?	S	Personality is a fully web-based system. Clients can deploy via the web and/or in client server mode – with the same source code. The screens are the same, with minor coloring differences.
8.	Describe the functions that Employees can perform over intranet kiosks? If this does not exist, can employees access information from a modified application loaded locally?	S	All functions can be performed via the intranet. Personality has two user interface – the super user interface and the self service user interface. Refer to Section IX.3.12 where we have described the features included with the Self Service user interface.
9.	Does your system interface with MS Exchange/Outlook?	S	

6.01.26 Reports

Quest. Number	FEATURE/Question	Code	Comment
1.	Is the data in the database accessible via SQL/ODBC queries including those issued remotely across the network?	S	
2.	Report Generators The City uses Microsoft Access as its preferred report generator. Please confirm that the system can use the Access report generator or detail other products that the system uses. If the system cannot use Access as its report generator, please detail the report generator costs in the Cost Summary section.	S	Clients can choose the report generator they prefer. High Line distributes and supports Discoverer, but it is priced optionally. If clients choose a different report writer, we will teach them how to filter through the security features provided. A number of our clients utilize MS Access for reporting.
3.	Please provide a listing of reports that are packaged with the system. If the list of reports is too lengthy to outline, please describe the different "families" of reports that come with the system.	S	Refer to Section IX.7
4.	Is there ad hoc reporting capability? If so, please describe the level of user sophistication needed to utilize this capability e.g. novice, intermediate or expert computer skills.	S	High Line distributes and supports Discoverer for end user reporting. It is a very friendly, easy to use, ad hoc query and graphical reporting tool. All levels of users can benefit from this tool, from novice to expert, with the required training.
5.	Can user-designed reports be saved in the system?	S	
6.	Please describe any features within the base system that assist staff in developing custom reports.	S	The standard reports provided with the system provide users with the ability to specify parameters to customize reports, e.g. level of totals required, selection and sort criteria, whether to print in detail or summary, etc. – where appropriate. User can also create reports with the ad hoc reporting tool, and save the criteria, including the ability to run their custom reports from menus in the standard system.
7.	Will users of the system, with appropriate security, be able to select and specify reports offered on a menu of standard reports?	S	

8.	Does the system have the ability to store sequence of two or more report requests for periodic execution? An example is monthly financial reports.	S/U	Procedures can be defined to sequence reports to be run in a specific order, with multiple reports following each other. The system also provides the ability to schedule reports to run on a user defined frequency, addressing this requirement.
9.	If reports can be run as a group, can one report in the group be ran independently from the others?	S	
10.	Can stored report requests be set up with parameters to accept data from the user requesting the report (such as reporting period) at run time?	S	
11.	Does the system have the ability to schedule periodic reports (e.g., weekly, monthly, quarterly and annually) for automatic execution at the appropriate time?	S	
12.	Can the destination for reports be either a system file whose name is set by the user or a user-designated printer?	S	
13.	Will there be a system default printer used when no destination is entered?	S	
14.	Will the printed reports have a banner page identifying the user who requested the report, input parameters and run time information such as job names or numbers?	S	
15.	Are report headings consistent across application systems?	S	
16.	Does the user have the ability to specify report format such as simplex, duplex or quad printing, special forms (ideally stored on-line and printed as background to data), page orientation (landscape/portrait) and fonts?	S	Printer options include the standard Microsoft features. Where appropriate from our standpoint, in the standard reports we have provided additional report formatting options. The ad hoc reporting tool has additional options. You can also extract information with the ad hoc tools to desktop tools like excel, for further options.
17.	Does the user have the ability to set up reports to run immediately?	S	
18.	Can reports or other documents be saved in another format	S	Reports can be emailed in a user defined format, including options such

	(e.g. Word) and sent electronically via email?		as PDF, HTML, RTF (versus Word), etc.

6.01.27 Upcoming Releases

The City recognizes that software vendors often operate in a continuous development mode as they attempt to improve existing software and implement newer technologies. The purpose of this section is to allow vendors to describe current development efforts, and to outline the impacts of the development efforts on City standards, operating environment, etc.

Quest. Number	FEATURE/Question	Code	Comment
1.	Please describe how your company determines which features to include in minor releases and revisions.	S	This is determined through a combination or requirements established by industry direction and legislative changes, combined with client requests and bug fixes.
2.	Will you continue to support the application if enhancements/upgrades are not implemented? How is this ensured?	S	High Line commits to supporting at least one version prior to the current version. We currently have one full release a year. It is quite simple to install new releases (they are fully scripted), and it usually requires approximately ½ day, after which clients complete the appropriate testing and move the new release to production when they are satisfied with the results.
3.	If the City signs an ongoing maintenance agreement with your company, will the city be charged additional fees for minor updates and revisions? Please provide cost estimate based on past experience.	S	No additional fees will be charged for client on maintenance agreements, within the contractual guidelines.
4.	If the City signs an ongoing maintenance agreement with your company, will the city be charged additional fees for major releases of the software?	S	There are no additional license fees for clients on maintenance agreements. There may be new features provided with major releases, that were not previously available, and clients will have the option of purchasing these.
5.	Please describe how minor updates and revisions to your software are distributed. (On a regular basis? Only if bugs are identified that impact our site? etc.)	S	Clients download patches from our FTP site. Patches typically include enhancements and bug fixes, so are created as required.
6.	Is installation assistance provided for bug fixes and for updates?	S	We train clients how to install our software during the initial installation. Clients typically do not require additional assistance to install patches or updates. We do offer Database Administration Assistance Services to

			clients who do not have sufficient resources, if required.
7.	Please describe techniques used for automatic distribution of client-side software if an upgrade is received and/or we change our business rules to change the management information system.	S	If clients utilize the web-based solution, no client-side software is required. With client-server deployment, there is a small footprint on the client, including a run-time version of the forms only. Business rules are updated at the database level, so there are no deployment issues when changes are made.
8.	How many specific bug fixes and patches have been made to the proposed software in the last twelve months?		High Line provides one major release each year, including all patches. We provide patch releases for functional modules, as required. There has been at least one patch for the core modules in the last year; there was also a patch for the Recruitment, Training & Development, Forecasting & Costing and Self Service Modules.
9.	If customization are made to the system (e.g. custom fields or reports), do these customizations remain intact in the event of an upgrade or new release? If the answer is yes, please provide a brief description of how this is accomplished.	S	We have provided extensive features to allow clients configure the software to address their needs, versus customizing the source code. These configurations are fully protected when installing new releases.
10.	Do you have tools or methods to test changes to the software resulting from upgrades or business rule changes? Please describe.	S	High Line conducts quality assurance testing before publishing releases for client's use. The degree and type of testing is dependent on the type of changes. We typically pre-release enhancements to the client requesting the change for testing purposes. Legislative changes are tested in client environments. Clients typically develop their own scripts to test business rule changes, and are happy to share these with other clients.
11.	How do you provide customization to meet specific user requirements? What is your costing methodology for customization?	S	As noted, the majority of our clients do not need to 'customize' the software to address their needs. If an enhancement is required, we will provide you with a quote on the estimated cost based on your submission of detailed requirements. Our standard rates are included in the Cost Proposal Document.
12.	Please describe the change request processing procedures and policies that you currently use.	S	Our goal is a no surprises implementation. During the implementation planning we will work with your implementation team to determine the solution required to address all of your rules. Through this process we will identify any gaps, and determine the solution to address them. If they City would like High Line to enhance the system to include the solution in the standard product, they will submit their detailed requirements, requesting a quote on the estimated cost and delivery timeframe. Clients must approve these quotes before any work begins.

13.	How do you provide information to keep your clients informed of outstanding problems and fixes for your product?	S	Through our web-based Customer Care system. Email notifications are sent to alert clients of any change in the status of their cases.
14.	Describe how bug fixes are reported, developed, and status-tracked for your customers?	S	All issues are reported through the web-based Customer Care system. Clients can identify priorities and will be notified via email of updates to the cases.
15.	Will the City be charged for any license agreements or maintenance support before modules are placed into production? That is, if we install the HR functions in year one and payroll in year two, are we charged for the entire package even though the payroll is not in production? If yes please explain.	S	Our standard terms are 50% of license fees due on signing and 50% on software installation. If we are determined to be your preferred vendor, we will address any issues you have with our standard terms during negotiations.
16.	What is the actual average percentage increase in the annual maintenance costs for your application software experienced by your current clients for the previous two years?	S	The maintenance fees vary by module. The average has been 3-4% over the last two years.
17.	Please attach comments describing planned development efforts going on at this time. Please include estimated availability dates if possible.	S	Our major efforts have been in the area of Self Service. These modules are available currently, but enhancements will be released with the next major release of the software, scheduled in November 2004.
18.	Will it be desirable for the City to consider additional hardware, network, or database standards in order to take advantage of the planned release? Please explain.		We have included an overview of the operating environment requirements in Section IX.6. The City should determine if they have the appropriate hardware, etc. We will work with you to determine the optimal environment.

6.01.28 Documentation

Quest. Number	FEATURE/Question	Code	Comment
1.	Is all documentation available in printed format?	S	Clients can download all documentation from our ftp site, and print it as required.
2.	Is all documentation available in electronic format?	S	
3.	Is user documentation provided (e.g., procedure manuals,	U	We provide clients with documentation on how to use all of the

	command reference manuals, system message guides)?		features provided with the system. Clients typically use this as a basis for their user documentation, developing 'role-based' documentation specific to an individual users role.
4.	Is hardware/system software documentation provided (e.g., operating system manuals, system utility guides, device description and operation guides)?	N	This will be provided by your hardware and operating system provider. We do not sell hardware.
5.	Is programmer's documentation provided (e.g., programming language reference manuals, data flow diagrams, documentation at the program level)?	U	This is provided by Oracle. If clients purchase the Oracle software from High Line we will install the database and application server software with your staff. All documentation is available on-line, via the Oracle web-site.
6.	Is system management documentation is provided (e.g., procedures for job flows and job descriptions, system security, backup and recovery, system monitoring, database management)?	U	We provide clients with documentation on how to use all of the features provided with the system. Clients determine how they wish to utilize the system and their internal procedures through the implementation process, and can use the documentation provided as a basis for their system management documentation. We provide additional database administration services, if required. Backup and recovery solutions are provided through Oracle and other third party solutions.
7.	The application system database is supported by data accessible on-line. The data dictionary will contain, but not be limited to, the following items: • Data element name and aliases • File where the data element are stored • Type of the data element (e.g., integer, date, string, etc.) • Description of the data element • Modules where the data element is used and/or updated	S	Complete entity relationship diagrams (ERD's) are provided.
8.	Is there documentation updates accompany version releases, updates and error corrections?	S	

6.01.29 Support

Quest. Number	FEATURE/Question	Code	Comment

1.	What type of support is typically offered under your licensing or maintenance contracts?	S	We have included a sample maintenance agreement contract in Section IX.8.
2.	Is support available on a contract basis? On an individual call in basis? If so please provide cost information.	S	We do offer clients additional support options, upon request. These options are negotiated on an individual basis.
3.	What are your Help Desk hours?	S	The standard support hours are 8am to 8pm Eastern Time.
4.	Are Help Desk request, handled on a call-in or a call back basis?	S	Clients can call our Customer Support team along with logging a Customer Care case. We provide a minimum call back timeframe contractually.
5.	Can Help Desk requests be generated via email or on the internet?	S	Through our web-based Customer Care system.
6.	Please describe your problem escalation process, including: • Initial problem identification (hand-off from help desk) • Triage for priority and severity of problem • Steps for resolving problem escalation when a solution is not forthcoming or an implemented solution is unsatisfactory • Final authority regarding conflicts • Indicate your response time goal and also your statistics regarding meeting that goal. • What problem escalation process will be in place if you use subcontractors?		Customer Care cases are assigned a priority – A+ being the highest, meaning that a client is unable to proceed with processing their payroll. All resources required to address this type of issue are applied until the problem is resolved. Other items are responded to based on the severity. The escalation procedure starts with logging a case in the Customer Care System. Each client will have a Customer Service Representative assigned to them, and this is the first line of escalation. The next step is to the Customer Support Manager, and if the issue is not resolved to your satisfaction then it is escalated to the Account Manager and even the President of High Line, if required. We will find a solution that is mutually acceptable at this level, but typically prior to this. Our goal is 100% customer satisfaction. We typically do not utilize contractors, but if we do so, we will accept responsibility and the same procedures will be followed.
7.	What type of warranty do you provide? Please describe in detail.	S	High Line warrants that the system functions to the stated documentation. Refer to our sample license agreement in Section IX.9.
8.	What is the actual average percentage increase in the annual maintenance costs for your application software experienced by your current clients for the previous two years?	S	The maintenance fees vary by module. The average has been 3-4% over the last two years.
9.	How does customization impact your warranty?	S	There are two options for enhancements performed by High Line: a) include the enhancement in the standard system, fully supported

			in future releases b) cover the program under a separate contract, supported for compatibility with future releases (this is typically done for an enhancement that if very unique to a client, e.g. a custom check) Either option remains under warranty as long as clients are covered under maintenance.

6.01.30 Vendor Training

Quest. Number	FEATURE/Question	Code	Comment
1.	What application training does your company provide (staff, frequency, location)? Please include a course catalog, if available.	S	High Line provides training on all aspects of the system. We have two major implementation options – Train the Trainer and Quick Start. The types of training vary based on the methodology selected. We also offer regularly schedule product feature training sessions, via webex. During the Implementation Planning Session we work with you to confirm the training required. We have included estimated training in the Cost Proposal Document, which will be confirmed during the Implementation Planning Session. Refer to Section VI where we have provided more details on the Implementation Options.
2.	What kind of training do you provide as part of this installation?	S	Refer to response to item 1 above. Refer to Section VI and the Cost Proposal Document for details of what we are proposing. High Line will provide you with the assistance you require to ensure a successful implementation. We will confirm the training and services you require during our Implementation Planning session.
3.	Please describe your recommended approach, course content, length and location for such training	S	Refer to Section VI and the Cost Proposal Document. We typically conduct training for the Implementation Team on-site at the City's facilities.
4.	Please describe your ongoing training program after installation.	S	This varies by client, based on the implementation methodology selected. We will provide you with the training required, and will confirm this at the conclusion of each phase of the implementation.
5.	Describe the tutorials you provide (e.g., text, multimedia, intranet, internet, etc.).	S	Refer to response to item 1 above. The majority of our training during implementation, in a Train the Trainer approach, is provided on-site. Quick Start training is typically provided via web ex. The product feature training sessions are provided via webex as well.
6.	Are there user groups in the Portland, OR area?	U	High Line hosts an annual user group conference (HUG). The next conference will be held in October 2004 in San Antonio, TX. We

			encourage clients to organize regional user groups, and there is an effort in place to organize a Pacific Region group.
7.	List any training, user conferences, and workshops your firm sponsors, attends, or recommends to support your product.	S	Refer to Section VI and the Cost Proposal Document, where we have provided our recommendations.

6.01.31 Other Pertinent Information

Quest. Number	FEATURE/Question	Code	Comment
1.	Does your company market any other software used in local governments? If so, please provide a listing of these products as well as a short description of their functionality.	N	High Line develops, distributes and supports our Best of Breed Human Resource, Payroll and Time & Attendance solution, Personality. We include features to integrate/interface with other systems, and have done so with the majority of the financial applications available.
2.	Is your product's source code available to purchase? If so, identify conditions and costs. If product source code not available for purchase, what protection is afforded clients if vendor discontinues business?	U	Source code is held in escrow for clients. Under special circumstances we may consider providing clients with source code – this will be negotiated if we are determined to be a preferred provider.
3.	How many customers do you have? How many of those are government customers? Please provide a listing of these customers.		High Line has approximately 125 clients, of which almost 50% are public sector. At our client's request, we do not publish their information without specific permission. We have included references in Section IV.2 and Section V area 6.01.33. We will provide you with additional contacts upon request.
4.	Please provide the City with any other information about your applications which may be useful to the HRIS Selection Committee.		High Line was approached by the Gartner Group in the spring of 2003 to participate in their HRMS Vendor Evaluation Study. They selected vendors based on their market share or industry 'buzz' they had heard about a product. We were very excited that they asked us to participate. The results were published in January of this year, and we were thrilled to see that they had determined that Personality was the most functional HRMS solution in North America, tied for the lowest total cost of ownership. These results really speak to our value proposition to the City – you get much more, for less! We have included snapshots from this study in Section IX.12.

6.01.32 Implementation and Support Information

Project Schedule and Work Plan

1. Provide a detailed project implementation/training plan that includes a Gantt chart showing beginning and ending dates and staff assignments for all major tasks and hours. The plan is to follow the tentative milestone dates in the RFP Schedule.

Response:
Refer to Section VI where we have provided the details of our recommended implementation approach for the City, as well as a sample Project Plan and the staff assignment, tasks, etc. requested. We will work with you during the Implementation Planning Session to confirm your requirements, the priority for implementation, the resources you can assign to the project, any unique requirements, etc. developing a Custom Project Plan that meets your needs. High Line will provide you with the resources required to address your needs.

2. What is your recommendation for implementation? Is a specific order recommended for phased implementation of specific modules?

Response:
We have included a sample Project Plan, identifying a possible phase plan and order of priority, based on our experience in similar environments. The modules included in Phase I include all aspects necessary to produce payroll, and are a typical milestone for organizations of your size and complexity.

3. What are the cost implications of different implementation alternatives? Which implementation approach (if there is a difference) is the least expensive in total?

Response:
Train the Trainer it the most cost effective implementation methodology. We have proposed a Train the Trainer Plus option, with additional assistance, as described in Section VI. The benefits of a Train the Trainer approach, in addition to the cost effectiveness, is that your staff are fully empowered to maintain the system on an ongoing basis, without dependency on High Line. There is, however, a higher level of resource commitment necessary to perform the tasks involved. The Quick Start methodology requires considerably less resource commitment from the City, as High Line sets up your rules and the Implementation Team is only responsible for testing what we have done. This approach is considerably more expensive, and requires a knowledge transfer plan if the City does not wish to be dependent on High Line in the future.

4. In your experience, what are the key factors that contributed to the most successful project implementation?

Response:
Comprehensive, realistic project planning is the key to success of the project, followed by commitment on the part of the City project sponsors to stand by the plan and commitments. Once this is established, it is key that we work together as a team – there are bound to be issues that need to be overcome, but with a team approach to resolving challenges, the end results are positive.

5. In your experience, what are the key factors that caused the biggest problems in project implementation?

Response:
Failure to plan effectively and realistically – if all issues are not identified up front and addressed, the result impacts the project costs, timeframe, resources, etc. It is also important for the team to think 'out of the box', opening their minds to considering our best practices recommendations and to take advantage of the benefits of new technology. Lack of executive sponsorship, strong project management, effective communications, change management, training and comprehensive testing are also key factors that can lead to serious problems in a project implementation.

6. Are subcontractors used for installation?

   - Describe your relationship and identify one past experience working with a subcontractor, including scope and outcome of the project.

Response:

High Line has proposed using our own resources for the implementation, as proposed in Section VI. We will work with you to determine the resources you require to ensure a successful implementation. At the City's request, we have the option of partnering with other parties to provide additional services to supplement your team, e.g. conversion or interface programming, custom reports – we would only recommend this solution for tasks that are one time requirements.

- Describe your ability to obtain/coordinate 2nd and /or 3rd party support.

Response:
As indicated above, we have worked with our clients to provide the resources they require to ensure successful implementations. We have relationships with independent consultants, as well as implementation partners. As an example, at the City of Santa Ana we partnered with a experienced 3rd party High Line implementation consultant, to provide additional set up and testing assistance. At the City of Pasadena we partnered with an experienced Project Manager for management services.

We understand that the City's long term plan is to replace their financial management system. We have included the ability to integrate with the majority of financial software packages, in the standard system. We utilized the Oracle development tools in the design and development of the system, and complied with their standards. We have worked closely with Solbourne and Oracle Corporation to develop a comprehensive solution for mid-sized public sector organizations, combining our Human Resource, Payroll and Time & Attendance solution with Oracle's Financial applications. This combined solution has proven to be effective with several of our clients. Both High Line and Solbourne endorse this approach for Beaverton, and we would coordinate the design of Personality so that it would be fully compatible and integrated with a future Oracle Financials implementation effort. We offer this approach as the long term solution for the build-out of the integrated enterprise system for the City.

Client Staffing Requirements/Expectations
DISCUSS THE CLIENT STAFFING COMMITMENT REQUIRED OR EXPECTED TO SUCCESSFULLY INSTALL YOUR SYSTEM.

Response:
Refer to Section VI for the details of the client staffing included in our Sample Implementation Plan. As indicated, we will work with to develop a Custom Implementation Plan, addressing your needs. We have prepared this plan based on our understanding of your requirements, our experience in similar environment, and our desire to develop a cost effective plan with the City. We have a successful track record of on-time and in budget implementations, following our structured implementation methodology.

Task Area Descriptions
DESCRIBE YOUR OVERALL APPROACH TO THE FOLLOWING TASK AREAS.

1. Fit analysis
2. System installation
3. System configuration (business rules, procedures or policies to meet the City's needs)
4. Parallel test planning and execution
5. System interface design support
6. System roll-out support

Response:
Refer to Section VI where we have described the proposed implementation methodology for the City. As indicated, with to develop a Custom Implementation Plan, addressing your needs. The fit analysis is included in the Implementation Planning Session. System installation is scheduled following the fit analysis. System configuration of the City's requirements starts with training on each of the modules and features required. The High Line Consultant assigned to your project will then assist the City in setting up a Pilot Test Environment, containing a representative group of employees, following the approach determined in the Implementation Planning Session. The City will be responsible for the balance of the set up and testing, with additional High Line assistance included to ensure any issues that develop are quickly resolved. High Line is also providing conversion utilities, as well as training on these tools and

consulting on the best approach to address the City's needs. We have also included additional time on the part of the High Line Technical Resource, to assist with technical/programming tasks, as required, within the time proposed. This time could be utilized to assist with any interfaces required, if necessary. Full support for your production migration is included – although we our client do not typically have issues at this point, it is provided as an insurance policy. We have also included post implementation support, to address live production issues that may arise.

6.01.33 Customer References

Customer Reference Form

USING THE TABLES BELOW, **PLEASE LIST ALL CLIENTS WHO HAVE PURCHASED AND IMPLEMENTED THE PROPOSED SOFTWARE IN THE LAST FIVE YEARS**. PROVIDE ADDITIONAL TABLES AS NEEDED.

Response:

At our client's request we do not publish their information without specific permission, on a case by case basis. We have provided several relevant references below, and will provide additional references upon request. Please refer to Section IV for additional information our qualifications.

CUSTOMER/CLIENT NAME	**CITY OF ROUND ROCK**			
REFERENCE NAME	MS. CINDY DEMERS			
TITLE	FINANCE DIRECTOR			
PHONE NUMBER	512-218-5435			
MAILING ADDRESS	221 E. MAIN AVE, ROUND ROCK, TX 78664			
FAX NUMBER				
CUSTOMER TYPE	CUSTOMER SIZE	SOFTWARE VERSION	INSTALLATION DATE	PRODUCTION DATE
LOCAL GOVT	600 EMPLOYEES	3.05.01	1998	1999

CUSTOMER/CLIENT NAME	**CITY OF POMONA**			
REFERENCE NAME	MS. LAURA ZENDEJAS			
TITLE	PAYROLL MANAGER AND PROJECT LEADER			
PHONE NUMBER	909-620-2404			
MAILING ADDRESS	505 SOUTH GAREY AVENUE, POMONA, CA 91769			
FAX NUMBER				
CUSTOMER TYPE	CUSTOMER SIZE	SOFTWARE VERSION	INSTALLATION DATE	PRODUCTION DATE
LOCAL GOVT	900 EMPLOYEES	3.04.03	1999	2000

CUSTOMER/CLIENT NAME	**CITY OF SANTA ANA**			
REFERENCE NAME	MR. FRANCISCO GUTIERREZ			
TITLE	BUDGET MANAGER AND PROJECT MANAGER			
PHONE NUMBER	714-647-5468			
MAILING ADDRESS	20 CIVIC CENTER PLAZA, SANTA ANA, CA 92701-4010			
FAX NUMBER				
CUSTOMER	CUSTOMER	SOFTWARE VERSION	INSTALLATION	PRODUCTION

TYPE	SIZE		DATE	DATE
LOCAL GOVT	2200	3.04.03	1998	1999

VI. PROJECT MANAGEMENT PLAN

A commercial software developer, vendor, or other source that offers its proposal for consideration by the City must develop a reasonably detailed project management plan including reasonable target dates based upon the City's expectation that the City would begin rapidly implementing as many of the elements of the software as possible beginning in October 2004.

The plan must also describe the major tasks and steps involved with policies, procedures, and forms adjustments.

Provide the approximate number of hours needed for City staff involvement for an implementation schedule from initiation to the proposed completion date. Please breakdown the resources needed into the following categories :

i Information Service Division hours to run conversion programs and set up the system.
ii Hours needed to be spent with the HRMS and Finance staff to develop the system with the Project Manager and System Administrator.

The approximate hours specified in sections i and ii above will not be used in the selection evaluation.

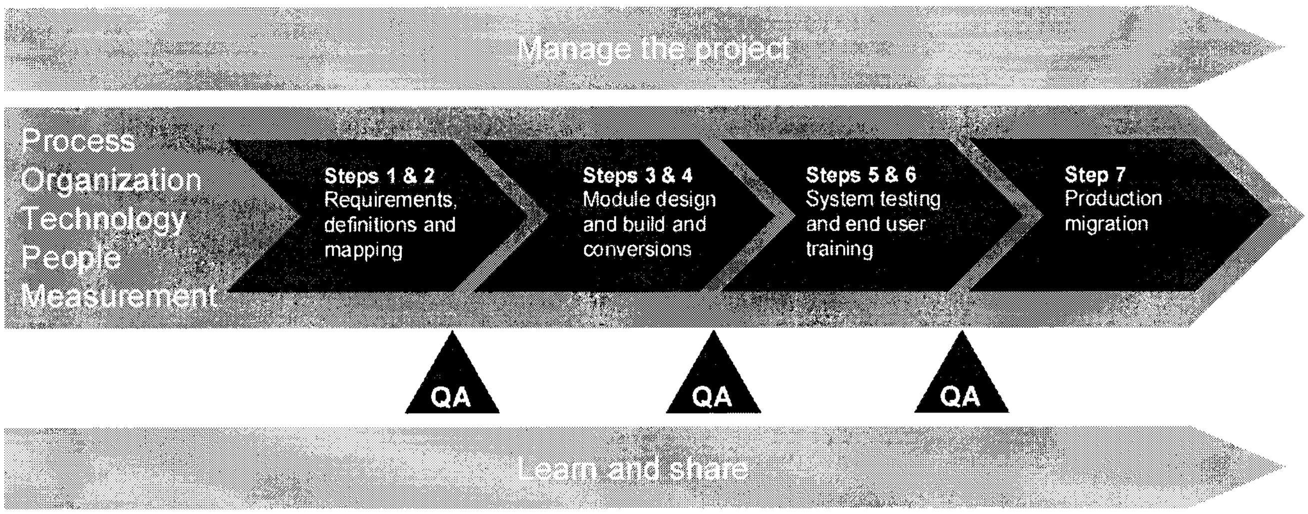
Response:
High Line has a successful track record of on-time, in budget implementations, following our structured implementation methodologies. We work with each client to develop a Custom Implementation Plan, that addresses their needs, based on the complexity of their requirements, the resources they can commit to the project, the dates they wish to be live, as well as the degree of change that will be required in order to deploy the solution in their environment. We will work with the City to develop a plan that suits their needs. Based on our understanding or your requirements at this time, High Line is recommending a Train the Trainer Plus implementation methodology for the City. We have provided the details of Standard Methodologies in Section VI.2. The Train the Trainer methodology will empower the City with the knowledge to maintain the system in the future, without dependency on High Line. In addition to this, it is the most cost effective solution. We are including a 'Plus' factor to the standard Train the Trainer approach (as described in Section VI.2.1) to address the City's desire to be empowered to maintain the system on an ongoing basis, without dependency on High Line. The following are details of the additional services.

<u>Additional Technical Resources to Assist with Conversion and Interfaces</u>
In our standard Train the Trainer implementation approach we provide training on the Conversion Utilities provided with the system, and consulting on the approach required to address client specific needs. We have included additional Technical/Programming resources in our proposal, to assist the City with the conversion effort. The City will be responsible for mapping legacy system data to the Personality features required, and extracting this information from the legacy system. We will also assist with any interfaces required, within the hours proposed. High Line has included resources to address these requirements based on our experience in similar environments. We will confirm that the type of resources and time commitments are appropriate during the Implementation Planning Session. If additional requirements are identified, the City can either change their requirements, provide additional resources to the project or request additional resources from High Line.

<u>Additional Production Size/Parallel Testing Assistance</u>
In our standard Train the Trainer implementation approach we provide training on the features provided with each module and assistance to set up examples of the approach required in a Pilot Test environment with representative employees. Clients then take responsibility for the balance of the set up and testing required. We have included additional Resources to provide assistance throughout your production size/parallel testing. This will reduce assist the City to quickly resolve issues that arise, minimizing stress.

VI.1 Implementation Methodology Proposed for the City

VI.1.1 Details of Implementation Tasks and Deliverables



Step 1 and 2 – Business Requirements Definition and Mapping

Planning and Mobilization

High Line has designated a single point of contact, a Project Account Manager, for the Implementation Project. We will work with the City to finalize an Implementation Plan, that includes a detailed Project Plan, identifying all tasks and assigning responsibility and resources, as well as identifying risks and contingencies. We have included a draft Implementation Plan in Section VI.1.4, and will finalize this with you during the Project Planning session. The critical path and critical resources will be confirmed in the Implementation Plan. The Plan will become the project baseline, and will maintain visibility throughout the project, ensuring that all work and progress is assessed according to the original plan.

The High Line Project Account Manager will work with the City's Project Manager to maintain the Implementation Plan and all other documents and plans relating to and developed as part of this project. The City's Project Manager will be responsible for managing the day to day activities of the project, ensuring that all tasks are identified, assigned and completed on a timely basis.

During this step, we will begin to establish and orient the project team. We will schedule and conduct the Project Pre-Planning Meeting, to ensure that everyone is fully prepared, with the required information for the Project Planning Meeting between High Line and the City's project team. These meetings will serve to:

- Confirm the project team composition, roles and responsibilities
- Clarify project scope, schedule, and deliverables
- Develop Project Plan
- Develop an overall communication strategy

Toward the end of the project planning and mobilization, we will present the complete detailed project work plan. This plan will provide the blue prints for the remainder of the Implementation.

Project Planning

At the start of each project, High Line conducts a Project Pre-Planning Session web conference to introduce the team members, review the implementation approach and assign data gathering homework. Your staff will gather employee information, company rules, union contracts, benefit plans, attendance policies, etc. This information must be sent to High Line at least one week prior to the Implementation Planning Session so that High Line can review it in preparation for the planning session.

The Implementation Planning Session is a one-week detailed planning and needs analysis session conducted on site to prepare a roadmap for the Personality implementation. For effective project planning, clients must have a clear understanding of the Personality concepts and capabilities, and High Line must have a complete picture of the client's requirements. The planning session gives your team members and ours an opportunity to meet one another, discuss the requirements, review all project activities, assign responsibilities and establish a project schedule. The output of this session is an Implementation Plan Report that forms the basis of the Implementation Services agreement between you and High Line.

Define Requirements

During the Implementation Planning Session we will confirm that the City's requirements are met by the proposed software solution. We will obtain a clear understanding of the 'As Is' situation, as well as confirming the desired business processes, functions and information required to meet the project's defined business objectives. We will document and define the City's current and future Business Requirements.

To accomplish this, we will:

- Assign data gathering responsibilities to the City's implementation team
- Conduct interviews with appropriate City staff
- Review all data gathering information, including union contracts, benefit rules and reports
- Identify potential third party vendors/interfaces
- Develop high level process flows
- Apply "Best Practices"

Install Software

During this step we will install the required Oracle software, as well as the Personality software, working with the City's Technical Resources. We will complete the Installation Acceptance Procedures jointly established.

Training is provided on installation procedures. Our application software installation process is completely scripted, simplifying the procedures. We will work with the City to create the initial environment, including installation of the Oracle iDS, database and application server. Once the technical environment is installed we will work with you to create the instances required, e.g. a Demo/Training instance, Pilot Test instance and Conversion instance.

During the Project Planning Meeting we will jointly define the System Acceptance Criteria to determine whether the system is successfully installed, and we will ensure all steps are completed and accepted by the City's technical staff, ensuring that the system will work on the agreed upon platform including software and hardware and that it will meet the City's technical standards.

To accomplish this, we will:

- Install Oracle Database
- Install Oracle Application Server
- Install Personality Software

- Create Training, Pilot Test and Conversion instances
- Complete Installation Acceptance Test Plan

Business Requirements Analysis and Mapping

During the Implementation Planning Session we will confirm that the City's requirements are met by the proposed software solution. The City's Implementation Team will gain a clear understanding of the capabilities of the software and any gaps in requirements. To ensure that an acceptable and feasible 'To Be' solution emerges, is proven, and becomes well documented, we will work with the City to map their business requirements to the application's capabilities applying best practices based on our extensive experience in similar environments and knowledge of the industry. The City's project manager will inform the City's Steering Committee of each issue and opportunity on an ongoing basis.

To accomplish this, we will:

- Conduct interviews
- Work with the Implementation Team to confirm the features required to address their requirements
- Document the solution required for any unique requirements
- Identify any gaps and determine the required solution to address these
- Apply "Best Practices"

The deliverables from these Steps are:

- The Project Plan to include: Goals and Objectives, Scope, Organizational Structure Options, Resource Commitments, Risk and Mitigation Strategies and Confirmation of Budget and Costs
- Installed and functioning Training/Demo, Pilot Test and Conversion instances
- Implementation Planning Report including details of all decisions made, details of features required and priority, solution to address unique requirements, approach required to address any gaps, resource commitment and project milestones
- High level conversion strategy, assigning responsibility
- Interface requirements, assigning responsibility
- Implementation Time Line/Project Plan identifying all tasks and assigning responsibility
- System Acceptance Criteria
- Detailed Installation Procedures Documentation
- Comprehensive Entity Relationship Diagrams
- System Installation Acceptance Criteria Sign Off Documents

Step Three and Four: Module Design/Build and Conversions

Module Design/Build

During this step, the application is configured. The system design is the architecture used to build the system and complete the software set-ups, configuration and interfaces. During this step we will begin the iterative process of setting up the applications based on the detailed system design.

During this step we will provide training to the City's Implementation Team members on the features provided in each module, based on the identified requirements and priorities. We will also work with the Implementation Team to set up examples of the set up required in the Pilot Test environment, following best practices recommendations. This will allow the City to confirm that the approach meets their needs.

Tasks include:

- Detailed Personality Feature Training
- Assistance with Pilot set up for representative test group
- Assist in determining the Testing Strategy, including schedules and scenarios
- Develop High Line Supported Enhancements (if required)

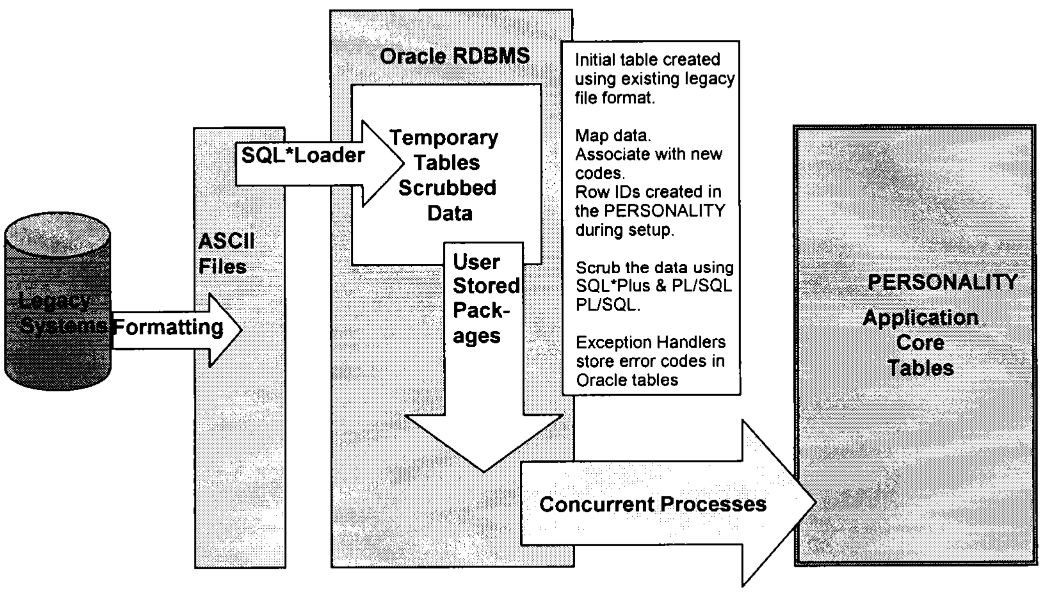
Once we are satisfied with the results of the Pilot Test Environment, the City will begin working to convert and validate the legacy data for operation in the new system.

Conversion and Interfaces
Our Conversion Strategy goal will be to have a repeatable process allowing us to reconvert in order to test for pay periods that include the majority of challenges, e.g. last pay in a quarter, first pay in a new year. There is typically no need to convert and maintain two systems in sync. Each of the testing stages will include Solution Testing, Parallel Testing (in full or partial form) and Integration Testing.

The tasks involved are

- Assist the City to perform data conversion mapping
- Provide training on the conversion utilities
- Assist the City to finalize conversion strategy
- Provide consulting on the most efficient manner in which to convert legacy data
- Assist the City to develop and test automated data conversion programs
- Assist the City to execute test scenarios
- Assist the City to develop a preliminary live roll out plan

There are several major categories of information that will need to be converted, i.e., employee data, training history, recruitment data, payroll history, etc. In all cases, there will be an automated conversion of any data that contains an employee number, so as to ensure data integrity during conversions. In general, we would also recommend an automated conversion of all tables, which exceed 1000 rows. It is our recommendation that we use the direct conversion using the strategy detailed below.



Personality provides you with conversion utilities to import information from formatted files/tables, into the Personality system, applying required edits, validations and integrity constraints. Conversion is normally done from extracted flat files containing your data but information may also be converted from spreadsheets or keyed from paper records, if that is the only means available.

We would recommend that the following process for conversion program specification, development and coding be utilized:

Item	Description	Type of Resource	Comment
1.	Prepare a functional specification, including all map and gap analysis as well as all transformation specifications	Business Analyst	A standard template will be used. The effort estimate is an average based on a combination of simple complex functional specifications An issue log for each specification will be maintained until all issues are resolved. The issue log will be part of the documentation
2.	Review and sign-off functional specifications	Business Owner	This is an approval by the business owner to confirm the business rules
3.	Prepare technical specifications for each functional specification	Programmer / Analyst	This task converts the business requirements as defined in the functional specification into specifications for a programmer
4.	Review and sign-off technical specifications	Technical Resource	This is an approval by the technical team that they have understood the functional requirements. An issue log for each specification will be maintained until all issues are resolved. The issue log will be part of the documentation
4.	Code and unit test each technical spec.	Programmer / Analyst	The effort estimate is an average based on a combination of simple complex functional specifications
5.	Develop test cases and test data	Business Analyst	
6.	System Testing	Business Analyst	
7.	User Acceptance Testing	Business Analyst	

We have included technical resources to assist you with your conversion and interface requirements, within the hours proposed. The City may choose to utilize the time proposed as required to assist with conversion and/or developing interfaces. Any hours in excess of the specified hours that are utilized will be billed on a time and materials basis.

The deliverables from these Steps are:

- Conversion data mapping document (High Line to assist)
- Training and documentation on the conversion utilities
- Assistance with conversion programming
- Assistance with interface programs

Steps Five and Six: System Testing and End User Training

System Testing

Testing begins early and runs all the way up to the "go live" date. This testing and learning process is critical to a successful project. Testing will include independent testing of individual components as well as testing for successful integration/interfacing with your legacy Financial applications and other system interfaces. To provide an integrated approach to testing all aspects of the new application system, we will:

- Work with the City to assist in the development of a testing strategy – processes and integration
- Work with the City to assist in the development of process focused testing scenarios
- Work with City to assist with the execution of front-to-back business process simulation

Our recommended testing strategy includes:

- Master Testing List – identifying all items that must be tested; jointly developed.
- Testing Plan – detailing what will be tested on each test, including the schedule and resources assigned; jointly developed.
- Test Scenarios/Scripts – detailed plan of how the test will be conducted, identifying the desired end result of the test, the system preparation required, the information that must be entered and the steps required to complete the test. The scenario will also identify any adjustments required until the desired end result is achieved; jointly developed. Portions of these scripts can then be utilized for testing purposes when new releases are received.

End User Training

High Line recommends that End User Training be conducted upon completion of Steps 3 and 4, when the City has validated the 'To Be' solution with a representative group of employees. The focus of end user training is how each user will utilize the system, versus understanding what it can do. We typically schedule the training at the beginning of the Production Size/Parallel testing stage, to allow the appropriate end users to assist us in the final testing of the system. Our approach to End User Training is a "train-the-trainer" approach with a heavy reliance on the client project team members to conduct training or designate appropriate users to assume this task, with materials developed by the project team. This training is essential to a successful project. The goal is to ensure that adequately educated users are prepared to take on the tasks associated with using the new system.

The deliverables from this Step are:

- Assist in the development of a testing strategy document
- Assist in the development of test scenarios/scripts
- Assist with full testing, reconciliation and issue resolution throughout process
- Test Results
- System Tested Applications Signoff
- Assist in the development of Personality end user training documentation
- Assist in the development of an education and training Plan
- Assist with end user training

The City's Implementation Team will work together with High Line to complete all testing. We have provided for the assistance of the Senior Consultant during the Parallel Testing stage. The City's Project Manager can choose to utilize this time to assist with End User Training, if required, within the hours proposed.

Steps Seven and Eight: Production Migration and Post Implementation Support

Production Migration

To migrate the organization, systems, and people to the new applications environment, a series of testing steps or dress rehearsals are conducted. These rehearsals will enable us to work through the systems processes many times to achieve a smooth transition to a production environment. We will:

- Assist in the preparation of a transition strategy
- Assist in the verification of production environment readiness
- Assist in the development of a post conversion support strategy and support plan
- Determine degree of knowledge transfer required, and schedule
- Assist with the cut-over to new applications

Post Implementation Support

High Line is proposing to provide you with 1 month of post implementation support to assist you with any live implementation clean up issues and to address any new issues that arise in live production. Our goal will be to bring closure to each phase, finalizing and closing any implementation issue logs. We will also work with you to sign off on any remaining system acceptance criteria.

The key deliverables from this step are:

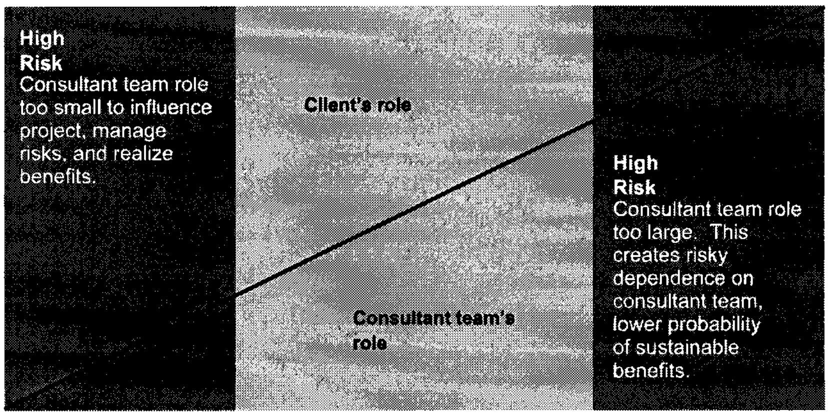
- Development of a transition strategy (High Line assist)
- Successful rollout of the City's live production system – (High Line assist)
- Final system acceptance milestone sign off
- Closure of the implementation issues log (High Line assist)
- Planning meeting with bring closure to the project

VI.1.2 Project Organization and Staffing

Overview of the Project Team Resources

Our methodology includes teaming with our clients to provide a highly efficient and productive organizational relationship. The City has the complete authority to scale up or scale back the consultant's project team in conjunction with its own internal resources.

The intent of the illustration below is to show how the organization, as the client, could structure the engagement in the way that best suits you. We typically can provide the most value in a Coach or Driver mode, depending, again, upon your preferences. We recommend several key City employees be dedicated to the software implementation project.



Consultant Team's Role:	**Advisor**	Coach	Driver	**Owner**
Consultant Team's Responsibility:	Quality Advice	Task Delivery	Driving Force	Project Owner
% Consultant Team to Client Team:	1% - 20%	20% - 50%	50% - 80%	80% - 90%

Resource Buyer **Solution Buyer**

Our recommendations are summarized in the organization chart and in the estimate of client hours required for the project.

High Line Project Team

<u>High Line Project Account Manager</u>

The role of the **Project Account Manager** is to provide advice and overall quality assurance to the implementation. This will be accomplished with the following responsibilities:

- Responsible for Initial Project Planning deliverables
- Consulting on the best practices approach to implementing the features provided
- Identifying the solution required to address all requirements in the Implementation Planning and documenting results
- Perform a quality assurance role to insure best practices are maintained
- Monitor risks and critical issues to the project
- Maintain communication with High Line's project team to ensure consistency and adherence to timeframes.
- Review and approve any scope change documents

- Assuming overall responsibility, along with the City's Project Manager, for the successful completion of project
- Measuring project success against budget, original scope, and business objectives
- Provide scope and direction for project team
- Researching issues reported in Customer Care System
- Assistance in prioritizing 'Go Live' Issues
- Project Account Management Assistance to ensure on-time, in budget implementations

<u>High Line Sales Account Manager</u>

The **Sales Account Manager** has extensive experience implementing Personality applications in similar environments, and will participate in the initial Project Planning Sessions to ensure that all commitments made during the sales cycle are properly planned for in the implementation. They will also be responsible for ongoing client well being, available upon request. Their prime responsibilities will include:

- Project Planning
- Consulting on the best practices approach to implementing the features provided
- Transitioning all commitments made during the sales process to the High Line Professional Services Team

<u>High Line Senior Application Consultant</u>

The **Senior Application Consultant** has extensive experience implementing Personality applications in similar environments, and will be responsible for providing training on the Personality modules, and working with the City to set up examples of their 'To Be' solution in the Pilot Test Environment. They will also provide consulting on the best practice options for implementation, as well as troubleshooting assistance during the parallel test stage. Their prime responsibilities will include:

- Provide training on the features identified as requirements in the Implementation Planning Session
- Assist the City to set up examples, following best practices, of the features they require in a Pilot Test Environment
- Assist the implementation team to determine Testing Strategies
- Assist the implementation team in Production Size/Parallel Testing
- Assist the implementation team in live production cutover
- Provide the required knowledge transfer once the live cut over is completed
- Provide ongoing support, as required (this will be defined in the post implementation support strategy)

<u>High Line Senior Technical Consultant</u>

The **Senior Technical Consultant** has extensive experience installing the Personality applications and providing Technical Training on the Applications. They will be responsible for installation, technical training, conversion training, conversion and interface consulting and programming assistance (within hours proposed), and will work with the City to provide consulting on the best practices and ensure knowledge transfer. Their prime responsibilities will include:

- Training the City's Technical on the technical features of application
- Developing conversion and interface programs within the hours proposed

Role of the City's Staff

In order to ensure the success of the project, High Line recommends and requests that the City designate the appropriate staff members for the duration of the implementation.

The **Executive Steering Committee** works with the High Line Project Account Manager and is primarily responsible for mobilizing support of the entire organization, resolving issues and making decisions at critical stages of the project. Monthly meetings and quality assurance checkpoints during the project define the time commitment.

Every successful project requires an **Executive Sponsor -** that person at a high department level with a specific interest and stake in the outcome of the project. The executive sponsor has exceptionally good communication skills and represents the project to other City executives, management and employees at large. The sponsor does not have daily responsibilities but will be called upon to provide input and support at critical points in the project.

In addition to the Steering Committee and executive sponsor, the City team members should include a full-time **Project Manager** for all phases. This person provides direction to the project team as well as reviewing work products and deliverables. The project manager is the change leader and has responsibility for major issues and decision resolution. They will work with the High Line Project Account Manager to ensure effective coordination of activities on from the standpoint of the High Line team member's task assignments and the High Line deliverables.

The manager must possess:

- Functional knowledge of current City processes
- Big-picture view of the organization and the ability to analyze individual process components
- Authority to make decisions on project issues
- Ability to explore alternative methods of conducting business
- Skills in communicating a new vision to other City staff members

Typical responsibilities include:

- Developing project plans in coordination with High Line's Project Account Manager
- Assigning tasks to other internal project personnel
- Managing risks and escalated issues
- Assuming overall responsibility for the successful conclusion of the project
- Steering committee attendance and monthly updates
- Keeping the project in scope

User department representatives, **Functional Experts**, will participate in all aspects of the project. We anticipate that the City will provide one person representing Human Resources and another representing Payroll, committed at least 75 - 100% of their time. These team members will participate in day-to-day activities of the project and will be critical to implementing each of the phases.

These staff members must have:

- At least a general knowledge of the functional area to which they are assigned
- Developed analytical skill
- Ability to take direction and work independently

Typical responsibilities include:

- Planning activities for a specific process area or application product set
- Supporting daily activities for the assigned process team
- Participate in the implementation processes
- Make decisions regarding the business aspects of their respective modules
- Develop/revise business policies with respect to the operation of the system
- Participate in end user training

Technical Resource(s), will participate in all aspects of the project. We anticipate that the City will provide one person representing the Information Technology department, committed full-time. This Technical Resource will participate in day-to-day activities of the project and will be critical to implementing each of the phases. We are also assuming that the City will provide database administration services, as required. High Line offers additional assistance to clients in this area, if required.

These staff members must have:

- A strong technical understanding of the legacy systems
- Developed analytical and business logic skills
- Some experience with conversion, and programming required to scrub the data from legacy systems

Typical responsibilities include:

- Work with the High Line Technical Consultant to install the required Oracle and Personality software, ensuring proper configuration of the instances required
- Attend scheduled High Line training courses
- Complete assigned conversion responsibilities
- Complete assigned interface responsibilities
- Complete reporting requirements
- Assist in developing a testing strategy
- Assist in developing a conversion strategy
- Assist in developing a production migration strategy

Project Management

Quality Project Management is an essential part of any successful implementation. Our project account management approach integrates two fundamental concepts to build success: begin with proven, effective methods and take advantage of the synergistic benefits of teamwork. We understand that reinventing the wheel serves no purpose. Comprehensive methods have been developed and applied that guide projects and embrace the unique characteristics of each business. We also recognize that a strong Project Team, drawing upon the resources that each party brings to the project. The combination and interaction of business acumen and technical ability lend to the success of each project. We are committed to assisting the City to meet your project objectives and helping you streamline and enhance your operations through the successful completion of this project.

The methods and techniques that will be used to effectively manage this project.

Quality Assurance

- Effectively manage project cost
- Manage key project risk areas
- Ensure strong communication between management, users, and the project team
- Strive for the highest level of quality and employ continuous improvement techniques
- Exceed the City's expectations

Project Planning

- Execute a plan that is mutually agreeable to all parties.
- Define who is responsible for key deliverables and when they are due.
- Process change requests for scope changes and revised requirements.
- Create a project scope for each phase that outlines objectives, scope, management and control structures, team organization, roles and responsibilities, and other "ground rules" of the project.
- Plan each project in detail defining tasks, timing, milestones and staffing.
- Monitor actual progress versus planned progress and take actions to resolve any significant gaps.
- Create and maintain issue management and change control processes.

Establish Open Communication

- Prepare program reports for each Steering Committee meeting.
- Review all progress reports
- Establish formal communication networks which define who needs what information and when.
- Prepare weekly status reports which communicate progress, issues, change requests, etc.
- Establish a knowledge base that contains all project information and is accessible by authorized personnel.

Manage Risks

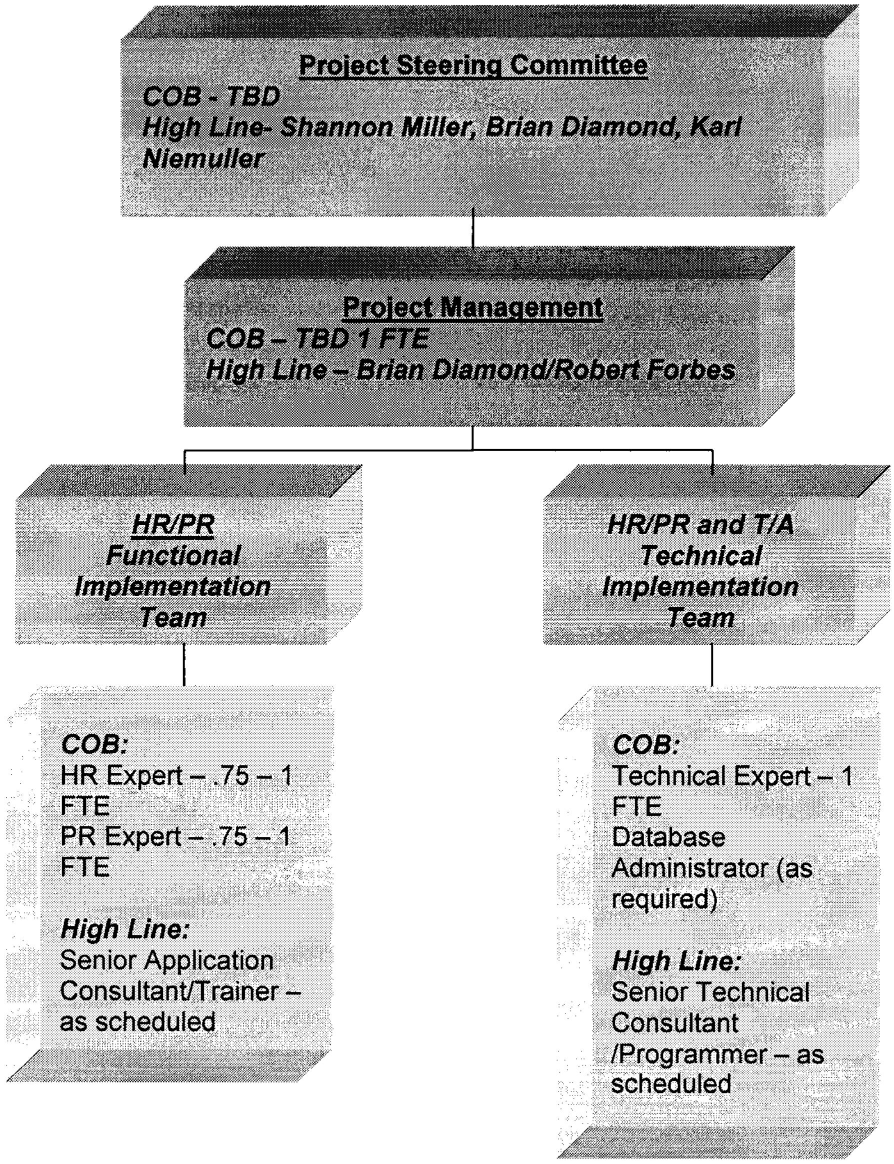
- Identify key risks, analyze their impact, define containment measures and establish contingency plans
- Every change in scope, approach, or design can pose a risk to the project.
- Manage issue resolution process so decisions are made quickly

Risk Management Overview

The adoption of radical change to fit best practices is always difficult. People and culture change more slowly than technology. Therefore, we believe that significant effort will be required for the City to adopt best practices in the areas of Payroll, Human Resources and Time & Attendance. The actual implementation of the software, while complex, time consuming and difficult, has been done in hundreds of organizations across the United States and Canada.

We caution you to consider carefully the human and procedural changes that new Human Resources, Payroll and Time & Attendance systems will bring to the City. Without excellent change management, broad spectrum communications and timely and thorough training and knowledge transfer, the software might be implemented perfectly and the project still not meet its goals.

The City and High Line Project Team:



The High Line Team reflected above are committed according to the draft Implementation Plan included in Section VI.1.4 and the hours included are detailed below. On-site weeks for other High Line staff will typically be 40-hour workweeks, over a 4.5 day period, for the majority of the implementation. Our expectations of the City's Project Team are to commit at least 75 - 100% of their time per week to this engagement. This joint effort will ensure a successful project.

High Line is committed to providing the best resources for this project. The High Line Team of consultants are specialists in functional and technical areas. The High Line Team has been uniquely designed to meet the City's Implementation Objectives.

VI.1.3 Project Timeline

High Line and the City will work together to jointly develop a Custom Implementation Plan that addresses the City's requirements, priorities and goals. The sample time line provided below was established based on our understanding of your requirements and our experience in similar environments. The details of the tasks involved in each step are provided in the draft Implementation Plan included in Section VI.1.4. We take pride in providing our clients with realistic timelines based on our extensive experience implementing Personality Applications. We believe that with the full support of the City's management, an aggressive timeframe will meet the City's needs and provide adequate time to make decisions regarding key business changes and improvements. The following provides a graphical presentation of the timeline:

	Mth One	Mth Two	Mth Three	Mth Four	Mth Five	Mth Six	Mth Seven	Mth Eight	Mth Nine	Mth Ten - Fourteen
Planning and Business Requirements Definition										
Business Requirements Mapping										
Module Design/Build										
Conversion and Interface Programming										
System Testing – Pilot and Production Size/ Parallel										
End User Training										
Production Migration – Phase I										
Post Phase I Support/Clean Up										
Phase II Module Implementation										
Phase II Module Deployment										

The City and High Line Estimated Project Hours:

Role	High Line Hours	City Hours
High Line Sales Account Manager	18	
High Line Professional Services Director	66	
High Line Project Account Manager	236	
High Line Senior Application Consultant	728	
High Line Technical Consultant	160	
City Project Manager		1,986
City Human Resources Functional Expert		2,046
City Payroll Functional Expert		2,046
City Technical Resource		1,996
City Programmer/Analyst		720
City DBA		186
Totals	1,198	8,980

The following is a breakdown of the hours required by both High Line and the City's staff, by Implementation Task.

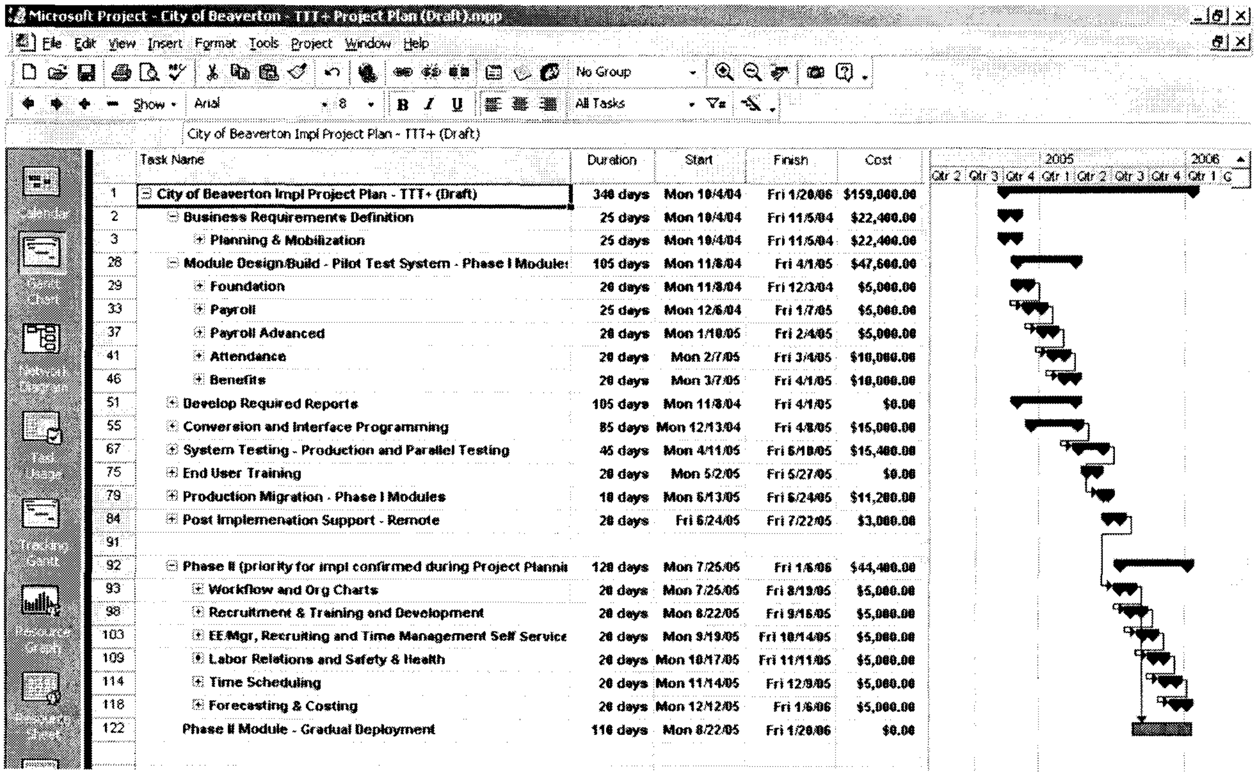
Resource	Plan and Bus Req Defn	Bus Require ments	Module Design/ Build	Conv , Intf & Reportin	System Testing	Produc tion Migration	Post Phase I Impl	Phase II	Total
High Line Sales Account Manager	18	0	0	0	0	0	0	0	**18**
High Line Professional Services Director	18	40	0	0	0	0	8	0	**66**
High Line Project Account Manager	4	0	84	0	36	0	16	96	**236**
High Line Senior Application Consultant	16	32	280	0	80	80	0	240	**728**
High Line Senior Technical Consultant	0	40	0	120	0	0	0	0	**160**
City Project Manager	26	40	420	380	360	40	160	**560**	**1,986**

City Human Resources Functional Expert	26	40	640	0	360	80	160	**740**	**2,046**
City Payroll Functional Expert	26	40	640	0	360	80	160	**740**	**2,046**
City Technical Resource	66	160	0	720	360	80	80	**530**	**1,996**
City Database Administrator	66	0	0	0	40	80	0	**0**	**186**
City Subject Matter Expert	0	0	168						
Totals	**266**	**392**	**2,064**	**1,220**	**1,596**	**440**	**584**	**2,906**	**9,468**

VI.1.4 Draft City Implementation Plan Schedule

The following provides a graphical depiction of a draft Implementation Plan Schedule for the City including implementation of all modules proposed. This plan assumes that the City will implement in a 'phased approach' versus a 'big bang' approach. We developed this plan based on your stated desire to start in October 2004, and have the first phase activated by July 2005 or earlier.

We will work with you to develop a Custom Implementation Plan that addresses your requirements during the Project Planning stage.



	Task Name	Duration	Start	Finish	Cost
1	City of Beaverton Impl Project Plan - TTT+ (Draft)	340 days	Mon 10/4/04	Fri 1/20/06	$159,000.00
2	Business Requirements Definition	25 days	Mon 10/4/04	Fri 11/5/04	$22,400.00
3	Planning & Mobilization	25 days	Mon 10/4/04	Fri 11/5/04	$22,400.00
28	Module Design/Build - Pilot Test System - Phase I Modules	105 days	Mon 11/8/04	Fri 4/1/05	$47,600.00
29	Foundation	20 days	Mon 11/8/04	Fri 12/3/04	$5,000.00
33	Payroll	25 days	Mon 12/6/04	Fri 1/7/05	$5,000.00
37	Payroll Advanced	20 days	Mon 1/10/05	Fri 2/4/05	$5,000.00
41	Attendance	20 days	Mon 2/7/05	Fri 3/4/05	$10,000.00
46	Benefits	20 days	Mon 3/7/05	Fri 4/1/05	$10,000.00
51	Develop Required Reports	105 days	Mon 11/8/04	Fri 4/1/05	$0.00
55	Conversion and Interface Programming	85 days	Mon 12/13/04	Fri 4/8/05	$15,000.00
67	System Testing - Production and Parallel Testing	45 days	Mon 4/11/05	Fri 6/10/05	$15,400.00
75	End User Training	20 days	Mon 5/2/05	Fri 5/27/05	$0.00
79	Production Migration - Phase I Modules	10 days	Mon 6/13/05	Fri 6/24/05	$11,200.00
84	Post Implemenation Support - Remote	20 days	Fri 6/24/05	Fri 7/22/05	$3,000.00
91					
92	Phase II (priority for impl confirmed during Project Plannii	120 days	Mon 7/25/05	Fri 1/6/06	$44,400.00
93	Workflow and Org Charts	20 days	Mon 7/25/05	Fri 8/19/05	$5,000.00
98	Recruitment & Training and Development	20 days	Mon 8/22/05	Fri 9/16/05	$5,000.00
103	EE/Mgr, Recruiting and Time Management Self Service	20 days	Mon 9/19/05	Fri 10/14/05	$5,000.00
109	Labor Relations and Safety & Health	20 days	Mon 10/17/05	Fri 11/11/05	$5,000.00
114	Time Scheduling	20 days	Mon 11/14/05	Fri 12/9/05	$5,000.00
118	Forecasting & Costing	20 days	Mon 12/12/05	Fri 1/6/06	$5,000.00
122	Phase II Module - Gradual Deployment	110 days	Mon 8/22/05	Fri 1/20/06	$0.00

VI.2 Standard High Line Implementation Services

During your implementation of the High Line products, our professional services personnel will work closely with you to ensure a successful project. After a thorough review of your requirements, we will assist your management and staff with the development of a detailed implementation plan. This planning document, which is signed off by both High Line and the Client, will serve as a roadmap for the project. Progress will be monitored through regular meetings and conference calls.

Our professional services group can provide you with all of the services you will need to implement the High Line products in a timely, efficient manner. The implementation services include project management, training, consulting, software installation, technical support, application building, documentation, conversion and testing assistance. The amount of services provided will depend on your own resource availability and the implementation option chosen. The services will be firmed up during the implementation planning session.

VI.2.1 Implementation Options

High Line offers clients the following two options for implementation:

Option I – Train the Trainer Implementation Approach
Option II – Quick Start Implementation Approach

The option you choose depends on the resources you have available to participate in the project:

Option I - Train the Trainer

The Train the Trainer implementation approach puts a lot of responsibility on your Implementation Team. We train you on the system features and provide consulting on how to effectively utilize the products. We install and teach the conversion utilities and we support your team during the testing stage. Your team is responsible for the rules set up, pilot testing, conversion and parallel testing, plus the project management.

Train the Trainer implementations normally take 6-9 months for the Core Modules, or longer depending on the dedication of your key people. We recommend 75% dedication from at least three key people for this approach to be effective.

Option II - Quick Start

The Quick Start implementation approach involves more High Line resources. High Line is responsible for the set up of the system according to the your needs. We train your staff on how to use the system and through this process verify that the system set up meets your requirements. We also assist you with the conversion and testing and we prepare the End User Documentation that describes how to use the system.

A Quick Start implementation costs more but it shortens the install time since our experienced consultants are doing a lot of the work for you. Quick Start reduces the demands on your key people to less than 25% and shortens the install time for the Core Modules to less than 6 months. Upon completion of a Quick Start install, clients can decide if they wish additional knowledge transfer to empower them to be able to fully maintain the system themselves, or they can decide to rely on High Line to assist them with future changes.

Project Staffing

Both implementation options assume that the client will provide at least one person from each of the functional areas involved – Payroll/Finance, Human Resources and Information Services. Additional "experts" in specific areas, e.g. Benefits, will be required to be involved for specific time frames - to understand system features, identify the approach required and then to confirm that the set up meets requirements. The staff assigned to the team must have a strong understanding of the rules that must be implemented in their area.

High Line will work with you to develop an appropriate implementation plan, charting critical tasks and a time line upon completion of an in-depth needs analysis. Ongoing support requirements vary from client to client. High Line will supplement your team as required if your company has insufficient resources.

During the implementation, our clients can choose the High Line services that are right for them. The following three models are commonly used:

a) Project requirements are fully met by client, and overall staff requirements can be satisfied by in-house expertise. High Line's role becomes that of a trainer, educator and consultant.

b) A mixture of client staff and dedicated High Line staff are used to effect the implementation.

c) Third party consultants, under High Line's direction, handle the day-to-day implementation and manage the overall project. The consultants are responsible to the client.

Implementation Stages

The implementation of PERSONALITY is done with a proven methodology that consists of eight stages:

Project Planning

At the start of each project, High Line conducts a Project Launch web conference to introduce the team members, review the implementation approach and assign data gathering homework. Your staff will gather employee information, company rules, union contracts, benefit plans, attendance policies, etc. This information must be sent to High Line at least one week prior to the Implementation Planning Session so that High Line can review it in preparation for the planning session.

The Implementation Planning Session is a one-week detailed planning and needs analysis session conducted on site to prepare a roadmap for the PERSONALITY implementation. For effective project planning, clients must have a clear understanding of the PERSONALITY concepts and capabilities, and High Line must have a complete picture of the client's requirements. The planning session gives your team members and ours an opportunity to meet one another, discuss the requirements, review all project activities, assign responsibilities and establish a project schedule. The output of this session is an Implementation Plan Report that forms the basis of the Implementation Services agreement between you and High Line.

Software Setup

In accordance with the Implementation Plan, High Line will deliver the software to your site, perform the technical setup, verify usability and provide technical training to your Information Services staff. The PERSONALITY demo system is left as a training tool along with a newly built Pilot System. High Line will retain a copy of your Pilot System for support purposes.

In a Train the Trainer install, the software is delivered right at the start of the project so that you can begin your setup. In a Quick Start install, the software is delivered closer to the end of the Pilot System Setup stage since High Line will be hosting the system up to the Production Testing stage.

Pilot Testing

The Pilot System is used as a low volume test environment for your structures, rules and procedures. The setup of the Pilot System will be done by your implementation team under High Line's guidance with Train the Trainer, or by a High Line implementation specialist with Quick Start.

In a Quick Start install, as High Line configures each module, you will be trained on the functionality and learn the system by testing the set up provided by High Line. Once the setup for the module is complete and accepted by you, the same process will be repeated for other modules.

As your knowledge of PERSONALITY grows, High Line will assist you in preparing specifications for report modifications, conversion software, interfaces, custom forms and other needs. High Line will generate software revision quotations (SRQ's) for this work if you wish High Line to write the software. During pilot testing, you should review and modify your internal methods and procedures to accommodate the new system. At the appropriate time, the Pilot System will be used to conduct internal training sessions for all users of the new system.

Conversion

One of the most important activities in an implementation project is the conversion of information from your existing systems into the PERSONALITY database. There are several areas of conversion – definitions, people information and history (e.g. payroll year-to-dates).

High Line provides you with tools to assist in converting this information. Conversion is normally done from extracted flat files containing your data but information may also be converted from spreadsheets or keyed from paper records, if that is the only means available. A file of historical Payroll information from your current database will be required for payroll history conversion.

Production Testing

When the Pilot System is functioning to your satisfaction and the conversion process is ready, a full production test is done to test the system with volume and to test the conversion, interfaces and custom software. The production test will confirm that all necessary functions have been implemented and will allow you to measure the run times of various cycles and processes so that the production procedures and schedules can be finalized. High line will assist you with the building and setup of the production system.

Parallel Testing

Parallel testing is done to ensure that the new system is totally reliable. At the start of the parallel runs, master files are converted and transactions are entered into both the new and the old systems. The new system is then put through one or more business cycles. If the results are within an acceptable tolerance, the new system can be put into production.

Live Cutover

When the results of the Parallel Testing are acceptable, you are ready to "go live" with the PERSONALITY system.

Post Implementation Review

After you have been live on PERSONALITY for a period of time, we will revisit the implementation plan to ensure that all requirements are being addressed and functioning properly. A plan will be put in place to address lingering issues. Planning for the next phase will begin.

VI.2.2 Implementation Success Factors

It is important to construct an Implementation Team that is able to dedicate sufficient time to the project. Clients can also turn to High Line to provide additional resources if necessary for the project. The success of your implementation will depend on the following factors:

Availability of resources
Complexity of the requirements
Caliber of resources assigned to the project
Prior package installation experience
Ability to get decisions made
Commitment to the project

The following are some of the project controls we recommend for successful implementations:

Project Controls

The project team will utilize several project control tools to manage the scope and quality of the project. These tools include:

- Issue Log
- Change Request Form
- Project Change Request Log

Issue Log

Tracking Number	Date Opened	Status	Issue	Resolution	Responsible Person	Date Comp/ Resolved
YY-####	*MM/DD/YYYY*	*Open Closed*	*Description of the issue*	*Description of the resolution*	*Name of Person*	MM/DD/YYYY

Change/Issue Management

Change and Issue Management addresses the processes by which issues are recorded, evaluated, and either resolved or determined to be change request. This section provides definitions for Issues and Changes and describes the respective management processes, rules and tools that will be used for the Change and Issue Management process.

<u>Definitions</u>

Issue – Any open question or design item that cannot be directly resolved by the responsible party. May include system problems, open design questions, or technical challenges.

Change Request – Any request for changing a completed deliverable or the scope of the workforce management project as defined in this Study document and the Implementation project charter. The deliverable may be a design for a component or a completed system component. Change requests may come from developers, end users, business executives, or the issue management process. All of these requests must flow through a formal change process.

Issue Management Process

Any project team member may log an issue. Each issue is logged, to include desired resolution, benefit(s) of resolution and requested due date. At any time, anyone can escalate an issue. The person logging the issue will be the initial issue owner. The project manager assigns primary ownership and final due date for the resolution of each issue. After the issue responsibility is assigned, the issue enters the review status until it is either resolved or determined to be a valid change request. If the issue is a change request, the issue enters the Change Management Process.

Issues will be sorted by due date, priority and type. All issue owners must be present in the project issue review meeting or must send an informed delegate to represent him or her. Any issue overdue or within 7 days of due date will be discussed. The owner must present an answer or action plan in the meeting. Issues that lead to changes may be escalated to change requests.

Change Management Process

Change requests enter the Change Management Process on a Project Change Request form via the Issue Management Process, testing results, user suggestions, or the operations support process. Periodic meetings will be held to support the Change Management Process.

Solution Definition and Solution Development Rules

The project manager determines when a request is a change request. If a request affects the budget, affects the schedule, affects the benefits, and /or affects the underlying architecture, then the request is a change request. Team members are not to process any change request until it has been approved. The project manager can only approve changes that may affect interim deadlines, but do not affect overall deadlines. The Executive Committee must approve any other changes.

VI.2.3 Documentation

High Line provides complete system and program documentation, including the following:

ERD's	Entity Relationship Diagrams
Glossary	A list of commonly used terms with their definitions
User Interface Manual	A guide to provide the user with the knowledge required to successfully navigate through the PERSONALITY system.
Glossary	A list of commonly used terms with their definitions
Module Manuals	Describe the features, functionality, setup and usage of each of the application modules.
Technical Training Manual	Describes database set up and structure, back up and maintenance routines, table descriptions, etc.
Installation Guides	Provide detailed instructions on the installation of the product.
Conversion Manual	Provides instructions for the use of High Line's conversion utilities and programs, and all field mappings
System Administration Manual	Technical training geared towards higher-level users on the implementation team – Navigation and Administration of PERSONALITY.
User Manual	User manual templates are provided as part of the Quick Start services.
Online Help	An online help system based on MS Help is included with the system.

VII. INSTALLATION, TESTING AND ACCEPTANCE

The vendor must develop a plan for software installation, training, conversions, and testing for the entire HRMS system.

Final acceptance of the software will not be made until the software has been delivered, data converted, placed in operation, tested by the City, and has provided full functionality in the conduct of customary data processing and HRMS activities for 90 days.

Response:
We have included a detailed description of our implementation options in Section VI.2.1. We have also provided a recommended implementation approach in Section VI.1, based on our understanding of your requirements and our experience in similar environments. This includes the objectives of each stage, tasks involved and deliverables. High Line has a successful track record of on-time, in budget implementations, following our structured implementation methodology. We will work with you to develop a custom Implementation Plan that address your requirements, and provide the resources required to complement your team.

In our recommended approach we have included working with your staff to install the software, ensuring that they are empowered to install any future patches and releases. We have scheduled this to occur once we have completed the Implementation Planning Session, and prior to the first training session.

Testing is conducted throughout the implementation, beginning with the system installation, and continuing through each training session and the Pilot Test System build, and then through conversion and production size/parallel testing. We will assist you in developing test plans and strategies based on our experience in similar environments. We will also assist with the testing itself, within the time proposed.

During the Implementation Planning Session we jointly establish System Acceptance Criteria, including milestones and a test plan detailed how to prove that the system meets requirements.

VIII. Warranties, Maintenance and Enhancements

VIII.1 Warranties

The vendor must provide warranties to assure ownership and performance of the system.

The vendor must warrant that its software is merchantable and fit for the purposes described in this RFP. The vendor must warrant that it will maintain the software so that it is free from programming errors and from defects in materials and workmanship and shall conform to the performance capabilities, specifications, functions, and other descriptions and standards applicable thereto. Further, the vendor must warrant that it will maintain the software, including all updates, so that the software will operate in conformity with all improvements, additions, or modifications of the software installed at Customer's site or sites. The vendor's services will be performed in a timely and professional manner by qualified maintenance technicians familiar with the software and its operation, and the services shall conform to the standards generally observed in the industry for similar services.

The warranty must be provided for a period of at least one-year following 'final acceptance' as defined in section 3.08. <u>Any costs for the one-year warranty must be included in the Cost Summary section of the vendor's proposal outlined in Section 4.01</u>.

Response:
We have included our Standard License Agreement in Section IX.9 and Standard Maintenance Agreements in Section IX.8.

While our standard agreements indicate that the warranty is limited to 180 days, we would be willing to offer you a commitment that the system will always conform to the current published software specifications, as a negotiated item during contract discussions.

High Line's philosophy is that the system should do most of the work, according to each client's rules without custom programming. A high degree of intelligence has been incorporated in the system, to allow complex processes to be performed simply and according to the client's specifications. Our solution was built with the following design objectives in mind - ease of use, informative, functional, flexible, effective, auditable, reliable, secure, modular and integrated.

Based on our experience providing solutions to clients in similar environments, we feel comfortable in stating that the majority of your needs will be addressed with the standard system. If additional requirements are identified, we will work with you to develop an enhancement to our product, that is fully supported in future releases.

VIII.2 Maintenance and Enhancements

The vendor must define who will provide systems maintenance service, where this(these) individual(s) will be located, what are the response times and what service/contract cost options are offered. The vendor must define what kind of help or support desk operation is maintained and what hours are supported (Pacific Time). The City will require minimum support hours of 8am to 5pm PST.

The vendor will also provide the City contractually the right to determine an emergency need (as defined by the City) and the wherewithal to respond within a predetermined time frame.

Response:
We have included our Standard License Agreement in Section IX.9 and Standard Maintenance Agreements in Section IX.8. We have also provided details on the Support offered by High Line is Section IX.10, addressing our Customer Support services, hours of support and additional service/support options available to clients.

High Line continuously enhances the system to address legislative changes, client enhancement requests and problem resolutions. We provide clients with one full release each year, including all changes to the system. These releases include detailed documentation on the changes included. This work is performed by our Product Development team, and is then tested prior to release by our Quality Assurance staff, located in our Markham, Ontario offices.

Our goal with regards to servicing our clients is to exceed their expectations. Our references will confirm this on our behalf.

IX. OTHER PERTINENT INFORMATION

IX.1 Executive Summary

High Line Corporation is pleased to respond to the City of Beaverton's need for Payroll, Human Resource Management System and Related Subsystems and Support Services with a solution based on our integrated Human Resources, Payroll and Time & Attendance System – Personality, and our Professional Services.

We believe we can make a significant contribution to the City of Beaverton by providing you with the product and services you need to meet your current and future information requirements.

Project objectives

We understand that the City's primary objectives in issuing this RFP are to:

- Acquire a municipal HRMS software system and related subsystems which will operate on a MS 2003 Server platform and MS XP Client platform

We also understand that the City's goal is to obtain a new HRMS that:

- Integrates the Human Resource and Payroll functions
- Meets current and anticipated business requirements for seven to 10 years
- Utilizes existing personal computer infrastructure
- Utilizes network and server architectures that are aligned with the City's support capabilities
- Promotes efficiency of the City's operations
- Provides desktop access to data and information
- Reduces paper intensive processes and improves efficiency
- Allows for greater direct access by all staff and management (e.g. time keeping functions). Specifically the City would like a system of Employee self-service which would allow employees to view and edit a variety of information.

Our solution will address these requirements in the following manner:

- Personality was designed to address municipal HRMS requirements, and runs on the platform required including personal computers, network and server architecture.
- Personality was designed as a fully integrated Human Resources, Payroll and Time & Attendance solution.
- Personality was determined by the Gartner Group to be the most functional HRMS solution in North America, for the lowest total cost of ownership. This functionality and flexibility will ensure that the City will be able to address their current and future requirements with the standard system. We aim for lifetime partnerships.
- Personality provides you with the ability to automate your business processes, distributing the data entry while retaining control. This will allow your organization to eliminate data redundancy, and duplication of effort, working towards a paperless system. Overall this will result in substantial improvements in the efficiency and effectiveness of your business processes.
- Personality provides comprehensive Self Service features, including Employee and Manager Self Service, Time Management Self Service and Recruiting Self Service, allowing the City to empower their employees and managers access/change the appropriate information and empower them to make effective decisions.

- Through our experience with successful implementations in similar environments, our Consultants bring to the table considerable 'best practices' knowledge to assist the City in developing the most efficient and effective approach to implementing their solution
- High Line commits contractually to providing you with the ability to handle legislated calculations to a local level and reporting to a State level. We have already included the legislated requirements indicated, as well as things like FMLA, FLSA, etc. in the standard system, working with other clients with similar requirements.

Additionally, our objectives in delivering this capability to the City are to:

- Conduct a "best practices" analysis of the City's relevant business processes and design new 'To Be' processes and procedures as necessary to ensure a successful implementation.
- Create a joint City of Beaverton and High Line Project Team to obtain the benefits of the involvement of knowledgeable City staff and to provide them with the opportunity to gain the knowledge necessary to effectively use the new system.
- Ensure the success of the project through the use of "best practice" risk management and project management tools and techniques

Our Philosophy

At the heart of the system design is the belief that *"the system should do most of the work according to each client's rules without custom programming"*. A high degree of intelligence has been incorporated in the system, to allow complex processes to be performed simply and according to the client's specifications. Our solution was built with the following design objectives in mind - ease of use, informative, functional, flexible, effective, auditable, reliable, secure, modular and integrated.

Based on our experience providing solutions to clients in similar environments, we feel comfortable in stating that the majority of your needs will be addressed with the standard system. If additional requirements are identified, we will work with you to develop an enhancement to our product, that is fully supported in future releases.

The Products We Offer

High Line's Personality product is a highly modular, integrated Human Resource Management, Payroll and Time and Attendance System that is ideally suited to handle the complex requirements of organizations in all business sectors across North America. By focusing on Human Resources and Payroll business functions, we are able to specialize in the functionality and features unique to this area, and provide you with a stronger, more comprehensive solution.

The PERSONALITY product line was first introduced to the market in 1986. This product had evolved from two prior generations of payroll/personnel solutions. Through our extensive experience providing Human Resource and Payroll software and from client input, we have enhanced our product so that clients receive a very comprehensive solution with functionality that meets or exceeds that of our competition, within the standard package.

PERSONALITY is sophisticated, powerful and flexible, yet easy to use and understand. Users can maintain vast amounts of data in a highly secured manner. You decide how long you wish to retain your information. Our innovative *effective date processing capability* lets you handle date sensitive information whenever you wish with no special procedures to separate past, current and future.

The flexibility provided through PERSONALITY's extensive tables, high level definitions and powerful user calculation language enables you to tailor the system to your needs in a manner that retains the package integrity and stability. Since PERSONALITY is so modular, you may purchase just the components you need and yet still operate in a totally integrated manner.

Self-Service features provide our clients with the ability to distribute the responsibility for entering employee related information, while retaining control of the information. The Self-Service features are fully integrated with the PERSONALITY electronic Personnel Action Forms and multi-level approval facilities. Workflow features provide clients with the ability to maximize effectiveness and efficiencies in their organization, automating the flow of work through pre-defined procedures. Emails and other messages can be triggered automatically when certain events occur.

Our Open Standards provide you with the ability to interface/integrate easily with other systems used within your organization. We allow you to track all information related to your people in one system and talk to other systems where appropriate, with one point of entry and no duplication of effort.

Our Vision for the City

High Line will partner with the City to address your current and long term goals, building a platform to facilitate a robust enterprise solution. We understand that the City's long term plan may include replacing your financial management system. We have worked closely with Solbourne and Oracle Corporation to develop a comprehensive solution for mid-sized public sector organizations combining our Personality products with Oracle Financials. Both High Line and Solbourne endorse this approach for Beaverton, and we would coordinate the design of Personality so that it would be fully compatible and integrated with a future Oracle Financials implementation effort.

Our Willingness To Be Your Partner

Our experience has shown that this type of system is implemented most effectively when the client and the software vendor work together as a team. We will assist you with all phases of the project from implementation planning, through live production cutover, as well as providing ongoing database administration services. Our highly trained service personnel are available at our offices, on-site, by phone or email to provide project management, implementation assistance, consulting, training, conversion assistance and support.

We pride ourselves in providing an extra level of service to our clients with personal attention to their needs. Servicing clients and providing cost effective, leading edge Human Resource, Payroll and Time & Attendance solutions is where we make a difference. Our references will attest to this fact. We are proud of our track record as measured by the success of the clients we serve.

In this response to your Request for Proposal we have tried to provide you with the information you want to consider in your decision process. Please contact us if there are any items that require further clarification or if any essential item has not been addressed.

In summary, we have the experience, people and products to make us a capable partner in the implementation of your Payroll, Human Resource Management System and Related Subsystems and Support Services. We want you to be part of our future.

IX.2 High Line Overview

HIGH LINE CORPORATION is a privately owned company. Our business objective is to provide comprehensive Human Resource, Payroll and Time & Attendance application software and support services to public, non-profit and private business sectors across North America.

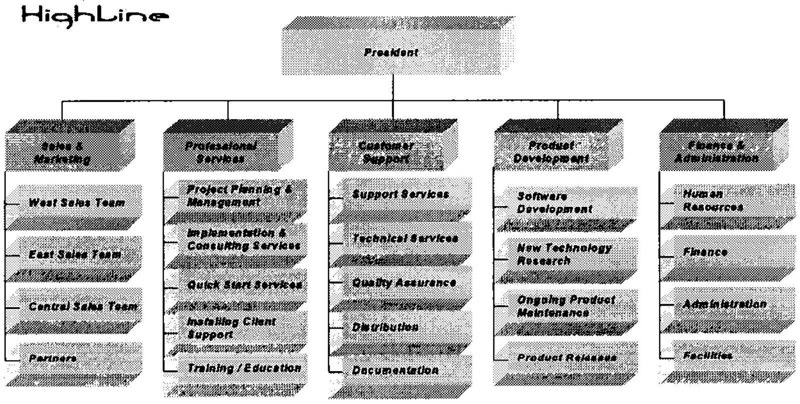
Incorporated in 1974, we introduced our first packaged software solutions in 1978. Today, our PERSONALITY product line has a large user base throughout North America, in private, public and non-profit sectors.

Underlying every High Line application software system is our commitment to provide our clients with the opportunity to expand and to take advantage of changing technologies. We feel that if we can provide clients with the functionality to address their requirements 'out of the box', leading edge technology, and exceptional support, we will ensure life-time partnerships.

High Line Corporation is structured into five major business units for management and reporting purposes, under the direction of our President, Karl Niemuller. There is a considerable amount of collaboration between the business units for most business functions and ALL business units have responsibility for "client satisfaction".

Each business unit assumes Financial, Customer, Process and People responsibilities. All activities of the business units are guided by a clearly stated set of strategic business objectives established during the annual company planning sessions and monitored in monthly and quarterly management meetings.

High Line Corporation Organization



IX.3 Personality Module Overview

PERSONALITY is a fully integrated Human Resource Management and Payroll System developed, marketed and supported by High Line Corporation. The system is designed for large and small organizations in all industries across North America. Today, our PERSONALITY product line has a large user base in the United States and Canada in the public, private and non-profit business sectors.

PERSONALITY has application components that cover all aspects of human resource/payroll management:

- Foundation / Position Control
- Salary Administration
- Contract Processing
- Benefit Administration
- Attendance Control
- Payroll
- Time Scheduling
- Contract Administration
- Workflow
- Forecasting and Costing
- Labor Relations
- Safety & Health
- Training & Development
- Recruiting
- Employee/Manager Self Service
- Recruiting Self Service
- Time Management Self Service

PERSONALITY's Foundation module is a prerequisite; all of the other modules can be added as desired. The Foundation includes the technology and administration layer, structure/definition facilities and basic personnel record keeping. Each of the additional modules adds specialized business functionality in a fully integrated manner. The Self Service module spans all of the business areas and provides employees and managers with the ability to make their own changes through the web.

The system consists of a series of interactive, batch and web processes that perform all of the human resource and payroll business functions. A comprehensive data base design holds all of the information required by the system. Extensive security prevents unauthorized access to restricted processes, functions, records and data items and control processing within the application. Audit facilities log all changes with "before" and "after" snapshots.

PERSONALITY comes with the Oracle Reports robust reporting tool and an extensive set of standard reports for each of the application modules. End user reporting is provided through either Oracle Discoverer or other popular tools such as Business Objects, Crystal Reports, etc. PERSONALITY comes with the Discoverer Administration layer and one Discoverer End User Desktop license.

The PERSONALITY product includes a comprehensive set of manuals that describe all of its capabilities and use. An integrated MS help facility fully explains each system component and gives users on-line access to all parts of the documentation. Integration is provided to the commonly used desktop tools such as word, excel, email, etc.

PERSONALITY runs in either Client/Server mode or Web Browser mode on the following server platforms:

- Windows NT/2000
- HP9000 under HP-UX
- RS6000 under AIX
- Sun Solaris and Linux

The product utilizes an Oracle 9i Database Server on all platforms. The Oracle Internet Application Server 9i is used for web processing.

IX.3.1 Foundation

Common Definitions

- ✓ Defines geographic information including countries, states/provinces, counties, school districts, tax jurisdictions, business locations
- ✓ Establishes legal business entities categorized by industry
- ✓ Maintains Government registrations by entity at federal, state/province and local levels
- ✓ Establishes the organization structure consisting of entities, organization levels, departments and authorization areas
- ✓ Describes the G/L distribution structure, segments, valid accounts and cost centers
- ✓ Maintains personnel policies at a unit, group and work rule level
- ✓ Establishes jobs and positions categorized by standard occupation codes
- ✓ Defines multi-level approval rights by user and business function
- ✓ Maintains business calendars, holiday calendars and work calendars
- ✓ Defines employment status codes, change reasons, termination reasons, time codes, statistical components
- ✓ Defines standard interface formats for data transfer to other systems

Personnel Records

- ✓ Manages new hires, rehires, terminations and personnel changes
- ✓ Maintains extensive personnel records including demographic data, aliases, property data, military records, employment statistics and contacts
- ✓ Maintains complete employment and assignment history for all employees
- ✓ Supports full effective date processing
- ✓ Provides access to people by generic name, alias, person code, SIN/SSN and soundex key
- ✓ Supports people list processing with dynamic list creation and refresh ability
- ✓ Produces comprehensive personnel profiles and numerous information reports
- ✓ Reports new hires, terminations, transfers, promotions and employee headcounts
- ✓ Provides an outgoing interface for new hires
- ✓ Includes full support for EEO-1 and EEO-4 reporting and US Veteran reporting

Position Control

- ✓ Identifies all positions used within an organization with position description, status, location, job function, budgeted and authorized head count (FTE)
- ✓ Allows multiple employees in a position
- ✓ Allows multiple positions for an employee
- ✓ Maintains complete position/employee history
- ✓ Maintains control over FTE's to prevent positions from being overfilled
- ✓ Allows users to identify overfilled, underfilled and vacant positions
- ✓ Produces complete position profiles
- ✓ Produces organization charts

IX.3.2 Salary Administration

Job Evaluations / Salary Surveys

- ✓ Maintains detailed job information for job analysis, job evaluation and wage administration
- ✓ Supports several job evaluation methods including the HAY system
- ✓ Provides a job title directory

Experience Tracking

- ✓ Tracks and reports employee experience in positions and jobs

Salary, Wages, Premiums

- ✓ Produces employee salary and compensation reports
- ✓ Handles general salary increases on several methods, as well as "what if" analysis
- ✓ Analyzes proposed salary changes
- ✓ Maintains or calculates salary ranges and wage scales
- ✓ Re-establishes employee salary ranges, compa-ratios and quartiles when jobs are re-evaluated
- ✓ Maintains and reports salary survey data
- ✓ Produces wage analysis reports, wage projections and an analysis of wage increases
- ✓ Provides the ability to automatically increase employee scales and pay rates based on actual time spent in a Job, Position, Department, etc.
- ✓ Updates employee experience through manual input or payroll update processes

Performance Reviews

- ✓ Produces employee performance profiles showing past reviews, and salary/job history
- ✓ Records employee performance reviews; automatically applies job and salary changes
- ✓ Reminds users of up-coming reviews
- ✓ Supports Pay For Performance matrices and logic with manager input and approvals

Personnel Actions

- ✓ Includes an On-Line Personnel Action Form, facilitating distributed processing.
- ✓ Provides an on-line Personnel Action Form feature to allow users to enter "proposed/pending" changes to employee's master files; these are updated when the proper approvals have been given.

Contract Processing

- ✓ Provides the ability to define and manage employee contracts
- ✓ Allows users to define contracts associated with positions and employees, like Teacher's Contracts, managing payments over different calendars than the actual contract.
- ✓ Automatically calculates contract days and contract daily rates
- ✓ Includes mass update capability for automatic contract renewal

IX.3.3 Benefits Administration

Plan Definitions

- ✓ Allows users to define plan, coverage and rate data for a wide variety of benefit plans offered to employees
- ✓ Benefit schedules determine which benefits apply to an employee

Benefit Elections / Enrollment

- ✓ Maintains records of employee participation in all plans
- ✓ Maintains a list of the dependents and beneficiaries each employee has covered or named in the benefit plans
- ✓ Provides a means of automatically enrolling employees on certain benefit plans or recalculating benefits for all employees

Contributions / Remittances

- ✓ Handles complex calculations of effective date, eligibility date, eligible earnings, coverage values, premiums, employee/employer contributions, taxable benefits, etc.
- ✓ Provides data to Payroll that is required for payroll processing and obtains data from Payroll required for remittance purposes
- ✓ Provides reports by plan and by employee of enrollment, contribution and historical participation in all plans
- ✓ Automatically produces the remittance reports required by the carriers
- ✓ Retains plan and employee statistics for analysis purposes
- ✓ Produces plan and employee benefit profiles
- ✓ Produces employee benefit statements
- ✓ Supports cafeteria style benefit plans, flexible spending accounts and flexible funds
- ✓ Provides the ability to manage COBRA requirements.

IX.3.4 Attendance Control

Leave Policies

- ✓ Supports an unlimited number of leave bank policies including Vacation, Sick, Compensatory Leaves, FMLA etc.
- ✓ All rules are user definable
- ✓ Policy rules may vary for different groups of employees
- ✓ Leave policy schedules determine which policies apply to an employee

Leave Accruals

- ✓ Calculates all accruals - time and earnings
- ✓ Supports complicated service schedules
- ✓ Applies caps appropriately
- ✓ Automates leave bank payouts on termination
- ✓ Produces employee leave bank statements

Attendance Records

- ✓ Tracks, reports and analyzes leaves of absence
- ✓ Records planned and actual absentee time and costs
- ✓ Interfaces with payroll to automatically reflect planned absences on timesheets
- ✓ Maintains detailed and summary attendance history by type code, policy code and period
- ✓ Obtains absentee data from manual input, payroll and special update processes
- ✓ Provides analysis of absentee time by employee, area and reason
- ✓ Enables users to manage all forms of time banks with appropriate entitlements, pay-outs and rollovers
- ✓ Prepares employee vacation schedules

IX.3.5 Payroll

Batches and Transactions

- ✓ Handles hourly, salary and commissioned employees paid on any frequency on various pay arrangements
- ✓ Supports one time and recurring sundry transactions for employees with ceilings and balances
- ✓ Provides full support for multiple garnishees by employee
- ✓ Supports entry of pay lines directly into payroll for corrections and last minute exceptions
- ✓ Performs retroactive pay calculations
- ✓ Automatically generates upcoming vacation pays
- ✓ Handles may different types of pays - regular pays, bonus pays, vacation pays, handwritten/manual checks, quick pays, pay adjustments and pay reversals

Time Generation / Loading

- ✓ Time worked, planned leave time and salary may be automatically generated
- ✓ Generated timesheets are based on user defined schedules - both full time or part time are supported
- ✓ Handles multiple holiday calendars
- ✓ Respects periods of employment, rate changes that occur in period and multiple assignments
- ✓ Time entries may be generated by day, by week or by period
- ✓ Time is generated by FLSA period and accounting cutoff to facilitate subsequent processing
- ✓ Time entries may also be loaded from external systems or clocks entries

Exception Entry

- ✓ Timesheets may be keyed in total or exceptions only according to the appropriate work rules
- ✓ Work rules may be attached to employees, positions, jobs, departments or groups
- ✓ Allows entry of temporary assignments with the correct rate derivation
- ✓ Allows late entries or corrections from previous pay periods
- ✓ Supports positive and negative adjustments of time and $
- ✓ Provides leave edit warnings when leave banks are exceeded - supports cascading banks
- ✓ Supports distribution to multiple GL accounts and tracking by project or cost center
- ✓ Time can be entered by category or in raw hours with the system determining regular, overtime, rest time, etc.

Review / Balancing / Approval

- ✓ Batch totals and employee totals are provided by time code for balancing
- ✓ Reports all time worked in summary and/or detail
- ✓ Timesheets may be reviewed, balanced and approved online prior to payroll processing
- ✓ Balanced, approved batches are interfaced to payroll and then frozen

Payroll Structure

- ✓ Organizes employees into payrolls based on entity, pay frequency, pay calendar and bank account
- ✓ Provides user definable pay categories to handle all types of pays - regular, future, advance, bonus, retro, adjustment and reversal
- ✓ Supports user definable processing frequencies to handle one time or recurring amounts in a specified time frame, on given pays, during specified months, "x" times a year, etc.
- ✓ Pay calculation steps are also configurable - users can define their own processing to take place at specified pay points

- ✓ Supports an unlimited number of pay components for time, earnings, deductions, benefits, accruals, statistics etc., with rule variations possible by entity, unit or group
- ✓ Frequently used combinations of pay components can be set up as named pay elements for easy reference

Payroll Cycle

- ✓ Supports user defined pay points and user calculations
- ✓ Supports all tax calculation requirements of the USA and Canada
- ✓ Fully integrated with Benefits and Attendance
- ✓ Addresses union contract requirements
- ✓ Performs all required payroll calculations using various taxation methods and highlights exceptional situations

Pay Disbursement / Banking

- ✓ Produces on demand, computer generated quick pay checks
- ✓ Handles checks and deposits
- ✓ Supports multiple deposit accounts
- ✓ Includes a complete check reconciliation facility

Pay Distribution

- ✓ Journalizes pay and benefits and posts the entries automatically to the G/L System
- ✓ Provides interfaces for Accounts Payable

Payroll History

- ✓ Retains period, month-to-date, quarter-to-date, year-to-date, contract-to-date and fiscal-to-date totals for inquiry and reporting purposes
- ✓ Provides powerful inquiry ability into detailed pay history and pay summaries

Legislative Reporting

- ✓ Meets reporting and filing requirements of the USA and Canada
- ✓ Produces internal and external reports for management, unions, insurance carriers, etc.

IX.3.6 Time Scheduling

Shift Schedules

- ✓ Maintains shift definitions including starting/ending times, breaks, lunch periods
- ✓ Establishes repeating and non-repeating shift patterns that schedules can be based on

Operations Structure

- ✓ Organizes workers within divisions, work areas, work stations and station posts
- ✓ Provides ability to restrict distributions within a work area
- ✓ Provides ability to restrict selection to specific departments within a work area

Team Posts

- ✓ Work is planned by work team; each assignments is referred to as a "team post"
- ✓ Work team members are posted to a specific station post on a designated shift pattern
- ✓ A schedule of replacement jobs is maintained to help filling vacant posts with qualifies employees
- ✓ Employees can be authorized for certain jobs
- ✓ Work restrictions can be stated to avoid scheduling employees in posts that they are not willing to work

Scheduling Time

- ✓ Maintains standard and customized schedules by work areas and employee
- ✓ Generates daily, weekly and future schedules automatically and allows for manual overrides
- ✓ Weekly time schedules can be printed and posted for employees

Filling Vacant Posts

- ✓ Vacant posts can be easily identified
- ✓ View qualified people categorized by ....
- ✓ All calls in are recorded with accept or decline status
- ✓ Empty time slots can be filled manually or automatically
- ✓ Ranks employees for replacement in positions that become open (maintains lines of progression)
- ✓ Finds replacements from available personnel or reserve pool

Actual Time Entry

- ✓ Generates daily or weekly time information from work schedules
- ✓ Controls unauthorized time by restricting work hours outside of what is officially scheduled
- ✓ Clock time integration

Batch Control Approvals

- ✓ Actual time entries are batches by ...
- ✓ Approvals can be done...

Creation of Time Entries

- ✓ Time Entries are automatically created from schedules

Work Rules and Policies

IX.3.7 Forecasting & Costing

The PERSONALITY Forecasting and Costing application provides organizations with the tools needed to prepare detailed financial plans for their personnel costs and monitor actual figures against these plans. These same tools support "what-if" calculations that are valuable during labor negotiations.

Budget Environment

- ✓ Automatically creates "base" budgets from information held within the personnel data structures
- ✓ Creates budget structures according to user specified scope, level, time frame and budget calendar
- ✓ Scope - budgets may for selected parts of the organization up to the whole organization
- ✓ Level - budgets may be by entity, unit, group, department, auth area, org level or location
- ✓ Calendar - budgets may be by year, quarter, month or week
- ✓ Organizes the budget into budget areas based on the budget level selected
- ✓ Generates "budget seat" FTE's and wages from current assignments, position vacancies and planned positions, taking all date sensitive changes into account
- ✓ Associates appropriate statistics, premiums and distribution splits with newly created budget seats

Budgeting Process

- ✓ Provides a powerful tool for entering assumptions of change for specified budget seats and periods of time
- ✓ Creates budget scenarios for budget areas by copying the base and applying the assumptions
- ✓ Logs the affect of all assumptions that have been applied
- ✓ Defines budget plans that pulled together the proper budget area scenarios for the final budget
- ✓ Calculates detailed budget figures by using existing payroll calculation rules
- ✓ Provides automatic interfaces for budgets to and from external sources
- ✓ Produces summary and detailed budget profiles on request

Financial Analysis

- ✓ Automatically pulls actual figures from the journalized results of pays
- ✓ Provides extensive views, charts and reports showing the historical picture and comparisons
- ✓ Supports drill downs from summary data to detail, by date, budget seat, cost account, etc.
- ✓ Users can define and save their own viewpoints for analysis
- ✓ Users can define their own cost accounts for analysis purposes which may be based on pay components or portions of the G/L distribution codes

IX.3.8 Labor Relations

The PERSONALITY Labor Relations application assists employers in managing their labor agreements and maintaining positive, cost effective working relationships with their employees and their unions.

Union Contracts

- ✓ Assists employers in managing their labor agreements
- ✓ Maintain union rosters and records union dues and fees paid
- ✓ Produces seniority reports required for layoff/recall purposes and long service recognition.
- ✓ Provide negotiation support

Complaints and Grievances

- ✓ Tracks, reports and analyzes complaints and grievances reported
- ✓ Handles grievances with or without named individuals
- ✓ Allows the grievance processes to be pre-configured with response time windows for each step
- ✓ Supports an unlimited number of user defined grievance types
- ✓ Records all settlement costs
- ✓ Provide grievance notifications to warn of upcoming events so that deadlines are not missed
- ✓ Analyze complaints and grievances

Disciplinary Actions

- ✓ Enables organizations to enforce work rules through progressive discipline
- ✓ Tracks, reports and analyzes disciplinary issues and activities
- ✓ Supports an unlimited number of user defined disciplinary action types
- ✓ Provide disciplinary notifications to warn of upcoming events so that deadlines are not missed
- ✓ Analyze disciplinary trends

Workforce Surveys

- ✓ Prepare surveys
- ✓ Conduct surveys to measure employee satisfaction
- ✓ Survey participants may be named or anonymous

IX.3.9 Safety & Health

The PERSONALITY Safety and Health application helps employers ensure that their work environment is safe and free of hazards (mental, physical and emotional) and contributes to organizational productivity.

Safety Programs

- ✓ Maintains safety policies for an organization by entity and by location
- ✓ Records safety equipment and inspection schedules by location
- ✓ Identifies all safety and health activities by location
- ✓ Identifies safety committee members by location
- ✓ Records all reviews of policies, equiPM1ent, activities and hazards
- ✓ Records safety and health suggestions submitted by internal and external individuals
- ✓ Maintains records of work location hazards and job hazards
- ✓ Integrated with Labor Relations to record disciplinary actions taken against individuals who violate the safety and health rules
- ✓ Integrated with Training and Development to administer safety training programs

Incidents, Injuries and Illness

- ✓ Tracks, reports and analyzes safety and health related incidents and safety violations
- ✓ Records details of vehicles and passengers involved in incidents
- ✓ Tracks employee work-related health issues (injuries and illness) with/without incidents
- ✓ Tracks return to work and restricted duties details; tracks time lost to incidents
- ✓ Tracks all costs related to incidents, injuries, medical exams, tests
- ✓ Integrated with Payroll to track time lost and modified duties due to incidents
- ✓ Integrated with Accounts Payables to capture costs related to incidents
- ✓ Manages and controls Workers Compensation and Insurance Claims
- ✓ Produce First Report of Injury documents for all states and provinces
- ✓ Produces OSHA 200 report, 201 Supplementary reports and Year End Surveys

Personal Health

- ✓ Maintains personal health profiles with doctor information and emergency contacts
- ✓ Schedules medical exams for both employees and candidates
- ✓ Maintains a list of standard tests that must be performed by medical exam type
- ✓ Tracks medical exams taken – pre-employment, incident related, annual physicals, etc.
- ✓ Records medical exam results including tests taken, medications prescribed and inoculations received
- ✓ Reminds users of upcoming medical exams and tests
- ✓ Derives eligibility for safety awards based on hours worked without an incident

IX.3.10 Training & Development

The PERSONALITY Training and Development application provides HR managers with the tools needed to ensure that the developmental needs of the organization and its human resources are fulfilled.

Core Competencies

- ✓ Maintains a multi-tiered dictionary of core competencies that are important to the organization
- ✓ Defines organizational needs via competencies attached to jobs, positions, postings and assignments through associated job profiles
- ✓ Training needs and qualification requirements are also noted in the job profiles
- ✓ Captures, tracks, assesses and develops the competencies of individuals in the organization.
- ✓ Maintains career ladders to assist individuals in choosing their career path

Development Programs

- ✓ Establishes development programs for management training, succession planning, employee career development, etc.
- ✓ Records individual career path objectives and establishes development activities that can help individuals achieve their goals
- ✓ Manages all development activities including training, courses, OJT and assessments
- ✓ Maintains individual development profiles including their formal education, training history, work experience, qualifications, competencies and training costs
- ✓ Provides a powerful talent search facility to help locate individuals with particular qualifications or competencies
- ✓ Produces a skills gap analysis to point out over qualified and under qualified personnel and identify their particular development needs
- ✓ Provides training maps to determine which training courses will develop specific competencies

Courses / Training

- ✓ Administers all aspects of internally prepared courses including course catalogs, class scheduling, class registration, resource planning, coordinating instructors, recording payments and testing.
- ✓ Maintains a list of authorized training suppliers for the organization
- ✓ Allows users to define internal or external courses and link them to development programs
- ✓ Defines training prerequisites, facilities, objectives, minimum/maximum class sizes and costs
- ✓ Automatically updates training history and competencies upon successful completion of a course
- ✓ Generates class rosters showing the status of each registrant
- ✓ Provides the necessary reporting to meet the ISO9000 training requirements

Assessments

- ✓ Users can define their own tests to assess levels of competencies
- ✓ Schedules and tracks assessment events for individuals
- ✓ Individuals can take the assessments online or assessment results can be keyed after the fact
- ✓ Questions can be ranked to provide automatic scoring ability or assessments can be reviewed and graded manually by supervisors

Succession Planning

- ✓ Key positions in the organization can be targeted through a succession planning facility
- ✓ Identifies specific individuals as candidates for particular succession plans
- ✓ Provides ability to view succession plan incumbents and their degree of readiness

IX.3.11 Recruiting

The PERSONALITY Recruiting application provides organizations with the tools needed to manage the complete recruitment cycle from initial job requisitions to the point of hire.

Job Profiles, Requisitions, Postings

- ✓ Maintains job profiles with pre-specified requirements that act as templates for postings
- ✓ Automatically creates requisitions/postings for vacant positions
- ✓ Manually created postings may be entered for positions and jobs needed in the organization
- ✓ Supports approval processing for requisitions before an open posting is created
- ✓ Job profiles and open postings may be published internally or externally to attract candidates

Attracting Candidates

- ✓ Maintains a list of authorized recruiters for the organization
- ✓ Candidates are required to submit their resumes or personal profiles which include demographic information, education history, qualifications, work history, references and job preferences
- ✓ Candidate information can be submitted before or after postings are available
- ✓ Candidate profiles may be held on file for future reference as long as the candidate desires
- ✓ Current employees, prior employees and external candidates may all be considered for postings
- ✓ Tracks of the jobs a candidate has applied for or is interested in
- ✓ Candidate searches help locate suitable candidates for new postings
- ✓ Posting searches help candidates find postings that they are best suited for
- ✓ Provides automatic interfaces to and from search firms and job boards

Processing Applications

- ✓ Automatically creates applications when candidates apply for postings they are interested in
- ✓ Tracks applications through the selection process
- ✓ Users can create their own assessments that have built-in rankings to help them screen candidates
- ✓ Schedules and records the results of interviews
- ✓ Assists in verifying past employment and performing references checks
- ✓ Provides prioritized lists of qualified candidates through an automated screening process

Applicant Hire

- ✓ Supports approval processing for hiring decisions prior to job offers being created
- ✓ Employment checks be done before hiring can take place
- ✓ Provides an automatic hire process that turns successful applicants into a new employees carrying all of their information with them
- ✓ Tracks offers made, accepted and declined
- ✓ Manages communications between hiring managers, candidates, interviewers and agencies
- ✓ Monitors recruitment costs
- ✓ Provides statistics to measure the effectiveness of the recruiting activity.

IX.3.12 Self Service

The PERSONALITY Self Service applications allow employees and managers to actively participate in all aspects of human resource management via the inter/intranet. Self Service is designed to allow organizations to streamline their processes through distribution of the data entry process and approval process, while still retaining control centrally. This allows clients to move towards paperless systems, empowering employees with the information required to make effective decisions. The Recruiting Self Service features allow organization's to turn their web site into an active portal that can facilitate the recruitment process, including on-line applications and questionnaires. Time Management Self Service was designed to allow clients to create electronic timesheets, applying rules related to time at the point of entry, and automating the approval process. These applications are highly configurable, and can be tailored to address client specific requirements. The following are the key features:

Employee Self Service

- ✓ Provides general information about the organization such as a personnel directory, organization chart, etc.
- ✓ Allows employees to make their own changes to demographic data, address and phone information, aliases, emergency contacts, military records property details
- ✓ Sensitive information is changed via Personnel Actions which require approvals before the information is directly applied to the master files
- ✓ Allows employees to view their current and previous work assignments plus experience records
- ✓ Allows employees to view their wage history
- ✓ Allows employees to make their own benefit elections
- ✓ Allows employees to enter and update beneficiary and dependents data
- ✓ Allows employees access their training and development records and apply for courses online
- ✓ Allows employees to view internal job profiles and open postings and submit applications
- ✓ Allows employees to update their skills inventories, including education, work experience, competencies, certifications, etc.

Manager Self Service

- ✓ Provides managers with a list of things they have to do - approvals of personnel changes, reviews, benefit elections, leave requests, timesheets, etc.
- ✓ Provides managers with a list of their direct and indirect staff
- ✓ Allows managers to review and approve personnel actions submitted by their staff
- ✓ Allows managers to review and approve benefit elections
- ✓ Allows managers to review and approve training requests
- ✓ Provides the ability to link key managerial reports so the information required for important decisions is at their fingertips

Time Management Self Service

- ✓ Allows employees to enter leave requests, validating against leave banks, based on policy rules
- ✓ Allows employees to view their attendance records and see their current leave balances
- ✓ Allows employees to enter and confirm their timesheet information, applying the appropriate rules at the point of entry
- ✓ Allows employees to view recent pay stub information
- ✓ Allows managers to review leave schedules for all of their direct reports
- ✓ Allows managers to review and approve leave requests
- ✓ Allows managers to review and approve timesheets

Recruiting Self Service

- ✓ Provides a set of web components that may be added to a client's web site for recruiting purposes
- ✓ Allows candidates to review internal/external job profiles
- ✓ Allows candidates to review and apply for open postings, submitting their applications in electronic format
- ✓ Allows candidates to attach a resume to their application
- ✓ Allows candidates to submit their personnel profile consisting of demographic information, education history, qualifications, work history, references and job preferences and their resume
- ✓ Takes candidates through user defined surveys that rank and prescreen the candidates
- ✓ Allows recruiters to search the candidate database based on specific criteria
- ✓ Provides recruiters with a perspective by candidate, including details of all postings applied for, or by posting, including all candidates that have applied
- ✓ Allows recruiters to view candidate assessments on-line

IX.3.13 Workflow

The *PERSONALITY* application provides clients with the ability to implement their Workflow requirements, automating their internal business procedures. The Workflow features can be utilized throughout the system. There are two key types of workflows – the first being a Business Procedure. This is an interactive process, where employees are automatically moved through a number of steps required to complete a business procedure, e.g. New Hire Procedure. The second is a Triggered Action, where an action that occurs in the system, e.g. a New Hire, causes a workflow to be triggered, e.g. an email to be issued automatically. Overall the Workflow features allow clients to improve the efficiency and effectiveness of their processes, through automation.

Business Procedure Workflows

✓ Allows users to define an unlimited number of business procedure workflows
✓ Provides the ability to define an unlimited number of steps in the business procedures, including Forms, Screens, Reports, Triggers, etc.
✓ Mandatory fields can be defined by business procedure, and these fields will be highlighted for users when entering information
✓ Security can be defined by business procedure, allowing users to display only the fields that are pertinent to the business procedure
✓ Users are automatically stepped through the business procedure workflows, ensuring steps are not missed and reducing the amount of training required

Triggered Action Workflows

✓ Allows users to define actions that should automatically occur, triggered by other actions, for example, when an employee is hired, an email can be automatically generated notifying the department manager, and another email can be sent to the security administrator requesting that they be set up with the system access security for the new user
✓ Allows users to automatically generate an individual email, as well as an email containing a summary of all similar actions for the day/week, etc.
✓ Allows users to tailor the text contained in the email, in a mailmerge approach
✓ Allows users to include attachments in emails generated
✓ Allows users to automatically generate on-line alerts, to the user, the manager and/or the employee, with user defined messages in the alert
✓ Reminds users of any actions that were not completed in previous workflows
✓ Combined with the Web Self Service Module, the Manager Self Service features provide the ability to have To Do Lists automatically created
✓ Allows users to automatically generate reports, based on triggered actions, and these can be scheduled to run when required, e.g. daily, weekly, first of month, etc.

Approval Levels

✓ Allows clients to define the approval levels required based on the user making the change to the system, and the type of change being made
✓ Users can define an unlimited number of approval levels, e.g. a salary change request may require approval from the Area Manager, Division Director and HR Manager, while a Timesheet requires Supervisor approval as well as Payroll approval

IX.4 Personality General Features

PERSONALITY is a full-featured Human Resource and Payroll software system. At the heart of the design is the belief that *"the system should do most of the work according to each client's rules without custom programming".* A high degree of intelligence has been incorporated in the system. PERSONALITY allows complex processes to be performed simply and according to the client's specifications. PERSONALITY was built with the following design objectives in mind - ease of use, informative, functional, flexible, effective, auditable, reliable, secure, modular, integrated.

IX.4.1 Broad Scope

"Now, one system handles all your Human Resource needs - from recruitment to retirement"

All Types of People

Employees, contractors, pensioners, survivors, applicants

All Types of Organizations

150 to 50,000^{+} personnel
Public and Private business sectors in all industries
Multi-company capabilities

Wide Geographic Coverage

Regulatory support for all states and localities in the US, including Puerto Rico
Regulatory support for all provinces in Canada

Organization Related Business Requirements

Structure & Policies
Government Compliance
Compensations & Benefits
Training & Development
Labor Relations
Planning & Forecasting
Financial Control

Employee Related Business Requirements

Recruiting
Hiring
Personnel Records
Salary Management
Benefit Enrollment
Attendance Control
Scheduling, Clocking, Time Entry
Payroll
Training & Development
Reviews, Pay for Performance
Personnel Actions
Seniority & Experience Tracking
Grievances

Disciplinary Actions
Safety & Health
Termination and Retirement
COBRA

IX.4.2 Modular Design

"Purchase only what you need; add products later as required"

Product Structure

<u>Application Foundation</u>
System Administration
Common Definitions
Personnel Records
Position Control

<u>Human Resource Related</u>
Salary Administration
Contract Processing
Benefits Administration
Attendance Control
Labor Relations
Safety and Health
Training and DeveloPM1ent
Recruiting

<u>Payroll Related</u>
Payroll
Time Scheduling
Forecasting and Costing

<u>Self Service</u>
Employee Self Service
Manager Self Service
Recruitment Self Service
Time Management Self Service

<u>Tools & Utilities</u>
Conversion Tools
Workflow

Fully Integrated Solution

Plug & play
Seamless boundaries
No duplication of data entry between products

One Package - Many Solutions

Human Resource
Payroll
Integrated Human Resource/Payroll
Applicant Tracking
Time & Attendance
etc.

Incoming/Outgoing Interfaces to other Systems

May stand alone or work in conjunction with other systems
Extensive interface capabilities

IX.4.3 Information Base

"The depth of the product will address your most complex requirements"

Comprehensive Relational Data Base

Entity Relationship Diagrams (ERD's)
Normalized to eliminate redundancy
Referential integrity enforced
All tables linked through internal unique ID's

High Level Definitions

Date sensitive rules and policies
Coding schemes established by users
Code sequence numbers may be assigned automatically - by organization
Codes can be changed easily without mass updates

Powerful Lexicons

Built in Lexicon (Dictionary) used for all reference fields
Users may work with abbreviations instead of codes
Lexicons may be fixed, partially fixed, user-defined or user-created
Lexicons may be country sensitive
Lexicons are language sensitive

User Defined Fields

Ability to add additional data fields to any table
Users may provide their own field prompts and validation rules

User Notes

Ability to add user notes throughout the system
Notes are attached to a table and a subject (e.g. REVIEW #3 for person # 555)
Multiple user-defined note types supported
Note may be dated
Users can establish the maximum note size per table (1 to 2000 characters)

Electronic Memos

System generated and user generated memos
Ability to reply to memos

Mailing Lists may be used
May be integrated with E-mail

History Retention and Archiving

External Message System

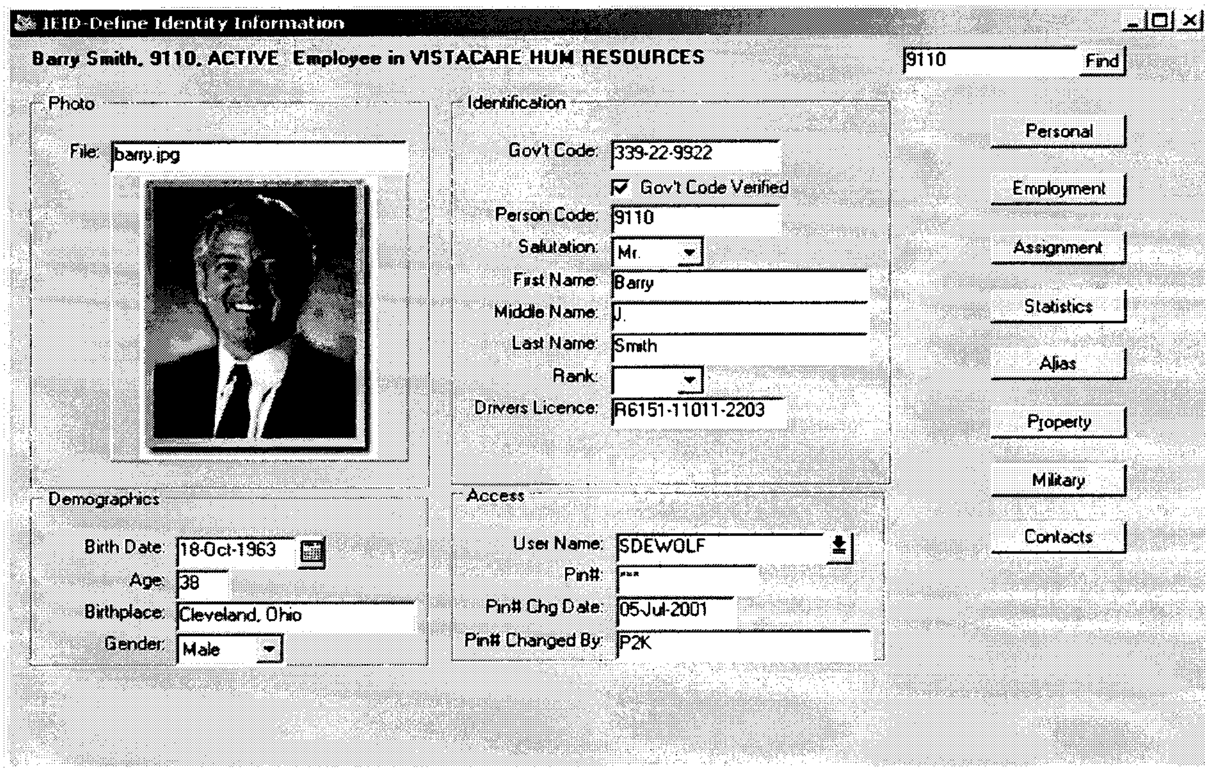
IX.4.4 User Interface

"The system works the way YOU want to work"

Graphical User Interface

Full windows support with multiple "open" transactions in separate windows
All windows may be resized, maximized, minimized or closed
Window titles may contain extra information
Each window may contain one or more data blocks
Related data blocks (e.g. header/detail) are fully synchronized
Supports single and multi-row blocks - wrap, spreadtables, overflow right, overflow below
Vertical and horizontal scroll bars where applicable
Radio buttons, check boxes, push buttons
Reference codes ("lexicons") handled through Pop Lists with abbreviations
Code fields have powerful List of Values to pick from
All date fields have a pop up Calendar for easy data entry
Pictures are supported in multiple graphics formats
Color schemes are used to communicate
Different shading on mandatory vs. optional fields
Different shading on secure fields
Different shading on fields in error
Different shading on queryable items
Current record highlighted in multi-row blocks
Full mouse and keyboard control over all functions

Sample Screen



Navigation

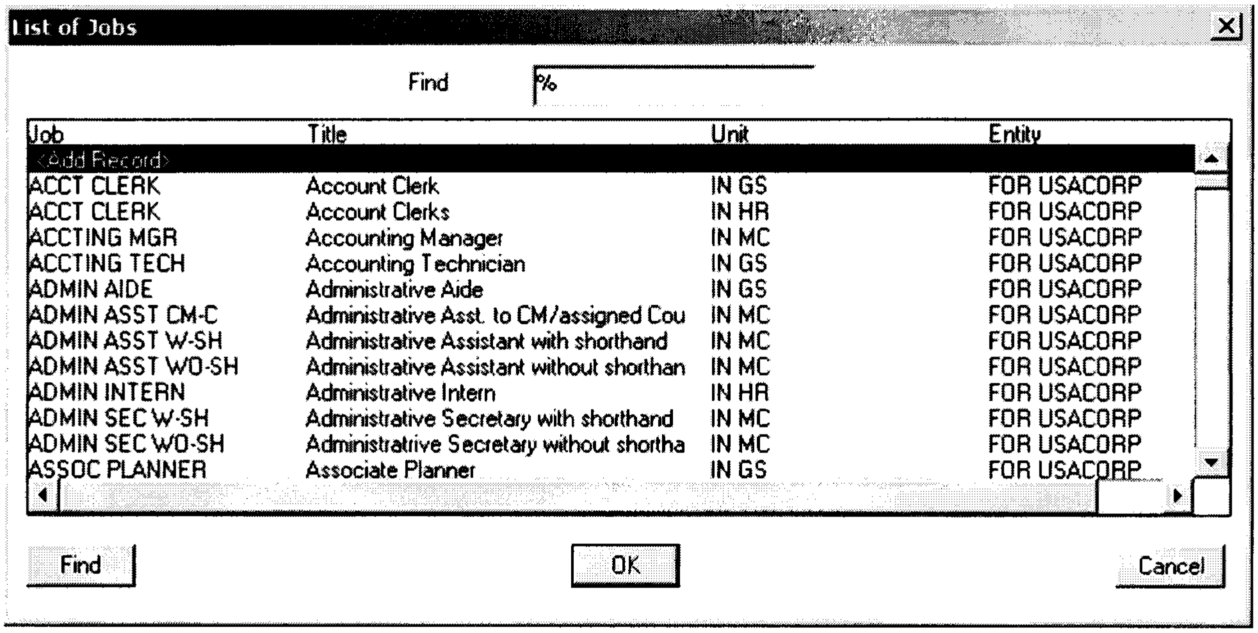
Windows compliant menus and submenus
Context sensitive enabling/disabling of menu items
Keyboard access to all menu items through ALT keys (e.g. ALT+F for File menu)
Extensive availability of accelerator keys (e.g. CTRL+P to Print)
Dynamic user defined menu for custom functions
User defined procedures to control workflow
Multiple toolbars with icons to assist users
..........Horizontal toolbar for editing
..........Vertical toolbar for list processing, querying, date sensitive changes
Balloon help on toolbars for tips
Context sensitive enabling/disabling of toolbar icons
Wide use of push buttons on forms to invoke other functions
Right click on code fields provides a jump into facility to maintenance functions
Command processing supported
Most Recently Used function list (MRU's)
Bookmarks - listed in descending order of frequency of use

Find Block

Find Block helps locate record - definitions and people
Specific record can be chosen
Title is shown when a specific record is chosen

Chosen record is automatically displayed in form
Generic searches can be done
% provides a list of all records to pick from
Drill down to the correct record
Search anything across the row by specifying characters after the %
Add record opens form in add mode

Sample Find Block List of Values


List of Jobs

Find %

Job	Title	Unit	Entity
<Add Record>			
ACCT CLERK	Account Clerk	IN GS	FOR USACORP
ACCT CLERK	Account Clerks	IN HR	FOR USACORP
ACCTING MGR	Accounting Manager	IN MC	FOR USACORP
ACCTING TECH	Accounting Technician	IN GS	FOR USACORP
ADMIN AIDE	Administrative Aide	IN GS	FOR USACORP
ADMIN ASST CM-C	Administrative Asst. to CM/assigned Cou	IN MC	FOR USACORP
ADMIN ASST W-SH	Administrative Assistant with shorthand	IN MC	FOR USACORP
ADMIN ASST WO-SH	Administrative Assistant without shorthan	IN MC	FOR USACORP
ADMIN INTERN	Administrative Intern	IN HR	FOR USACORP
ADMIN SEC W-SH	Administrative Secretary with shorthand	IN MC	FOR USACORP
ADMIN SEC WO-SH	Administratrive Secretary without shortha	IN MC	FOR USACORP
ASSOC PLANNER	Associate Planner	IN GS	FOR USACORP

Find OK Cancel

List processing

List processing is available throughout the system
...........Create lists through queries
...........View list at any time
...........Go to first, previous, next, last record on a list
...........Return to form with a double click from the list
Navigate through time, through queried records, through people records, through functions
Use named, saved lists

Query By Example

Powerful query ability - users may enter, run, or cancel query
Queryable items are highlighted
Query on multiple fields – codes, dates, descriptions, amounts, etc.
Include "%" or "_" wild characters
May use operators for complex queries (<, <=, =, >=, >, <>)
May use special functions and SQL statements
Query statistics available
Ability to see a list of the rows that satisfy the query

Right click on lists to sort by any column
Double click takes you to the data record shown on the list

Powerful Field Editing Capabilities

Cut, Copy & Paste ability
Clear field, clear record, clear block, clear all
Duplicate field, duplicate record
Text editor may be used to edit fields
Full add, change, delete and view capabilities (with proper authorization)
Single or multi-row commits
Cascade deletes supported
Revert (undo) ability

Web Enabled

Interactive WEB based forms
Standard option to produce outputs in HTML format

MS Help

Context sensitive Help
Search for help on…
Table of Contents
Glossary
Show accelerator keys

IX.4.5 Flexibility

"You can tailor the system without reprogramming"

People Locator

People searches may be done on multiple criteria
"%" and "_" may be used as wild characters
Full search is done if no criterion is supplied
Qualified people appear in a People List in a scrollable spread table format
People Lists can be used immediately or named and saved for future use
Right click on column to change the sort order
Current person is carried forward to subsequent people screens
Name of current People List is remembered

People ID Line

People ID Line acts as a header for all people screens
Displays Person Code, Last Name, First Name, Entity, Department, Employment Status
Ad hoc lookups allow users to quickly and easily "get a single person"
Users may use the last People List or Open a New List at any time

Effective Date Processing

Users determine the point in time they wish to work "as of"
    the "as of" date defaults to the system date at connect time
    the "as of" date is always displayed in the main window title line

Users can change the "as of" date via a function whenever the want
System maintains a chronological picture of all date sensitive information
- for rules, policies and people
- date sensitive records are contiguous - i.e. no gaps in time are allowed

Initial date sensitive record defaults from the beginning to the end of time
Date sensitive records are shown in descending order by effective date
- the effective date and change reason highly visible

System automatically navigates to the "current" date sensitive record
Users may easily navigate to earlier or later date sensitive records by 'clicking' on the earlier record
Users are allowed to make the following changes with proper authorization:
- information correction - to correct data in a given record
- date sensitive change - to add new dated information
- date correction - to correct an effective date
- delete a date sensitive record - to undo a date sensitive change

Modify Effective Record
- does not update effective/expiry dates, just replaces data content
- user may update the existing change reason

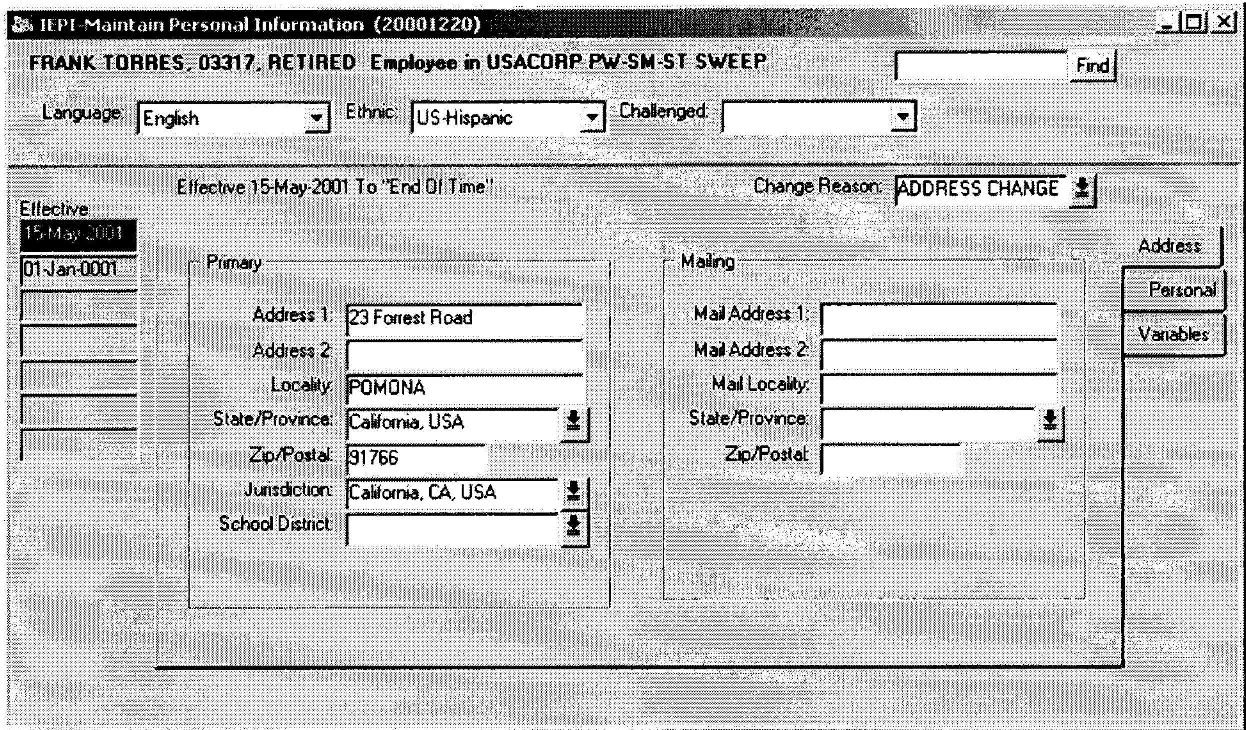
Add Effective Record
- updates effective/expiry dates, change reason and data content
- brings up a dialog with the new effective date and change reason defaulted
- user may override or supply the "as of" date
- user may override or supply the change reason
- on commit, record is split based on the new "as of" date

Change Effective Date
- allows user to correct the effective date, with no changes to the data content
- on commit, the dates on the existing and previous records are corrected

Remove Effective Record
- allows users to undo a date sensitive change
- the last remaining date sensitive record may not be deleted

Related information is managed appropriately
- related information may be user fields, distribution codes, premiums, etc.
- no change during information only updates
- cloned during date sensitive changes
- no change during date corrections

Sample Date Sensitive Screen



Functions

Functions are processes a user can execute
Functions may be interactive or batch processes
Users can add their own custom functions

Workflow ("Procedures")

"Procedures" allow users to carry out consecutive business functions
Users may display steps of a procedure
Steps may be mandatory
Easy navigation from one step to another
Each step of a procedure is a transaction
Easy to step to next person at the end of a procedure and continue
May suspend a procedure and resume where you left off

Preferences

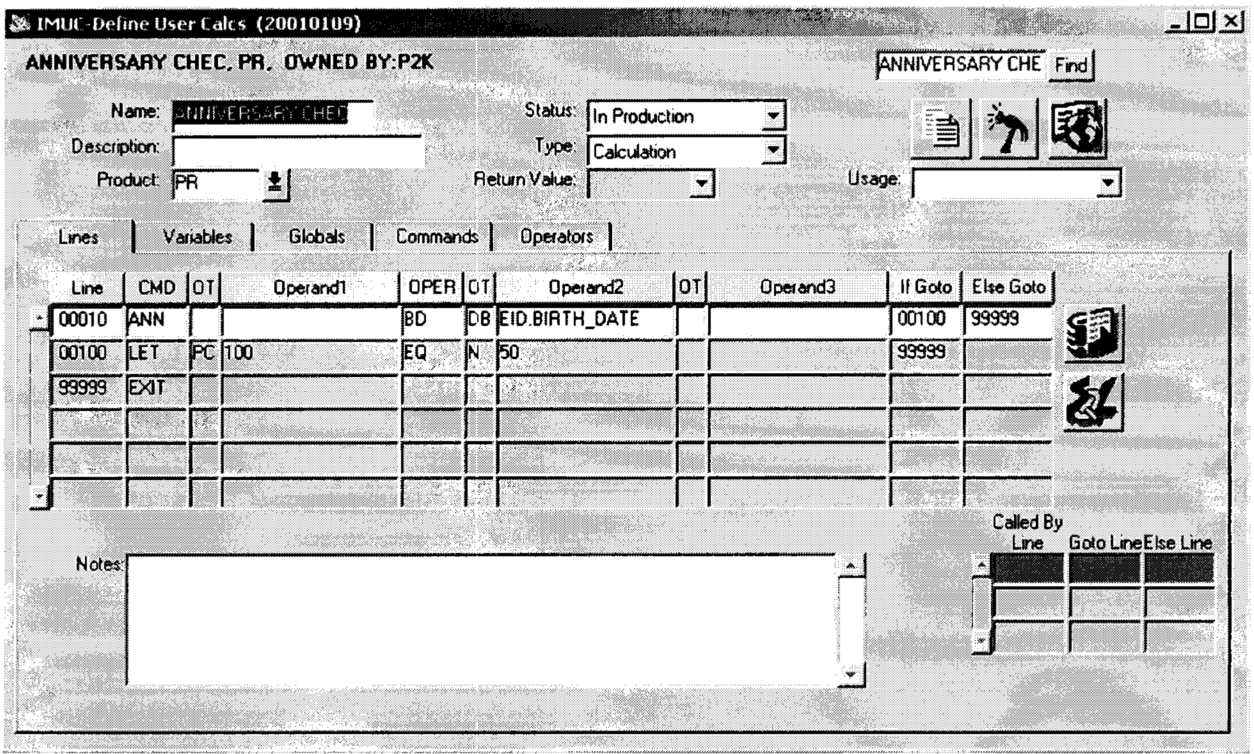
Preferences may be established for many fields
To reduce data entry on adds and facilitate queries
Preferences may be set by function, user or site

User Calculations

A powerful user oriented language is included for implementing special rules and formulas
User Calculations support complex functions and operations

User Calculations can tap most of the database
User Calculations are compiled into pure PL/SQL code that is very efficient
Date sensitive user variables may be used throughout
Custom tables may be established to handle special requirements

Sample User Calculation



IX.4.6 Auditability

"You can rely on the integrity of your information"

Referential Integrity

Primary key constraint - server
Unique key constraints - server
Foreign key constraints - client & server
Check constraints - client & server
Trigger Logic - server
Non-transferability constraint - server
Restricted or cascade deletes

Special Validations

SSN/SIN edits - formatting based on country
Postal code edits - formatting based on country
Phone # edits - formatting based on country
Data is stored formatted

Logging

Before and after values of all table/column changes are logged
Logging is done through insert, update and delete triggers on tables
Tables & columns are designated as "Logging Allowed"
Logging is "on" by default; users may turn off logging selectively
Users recreate the logging triggers as required

Audit Fields

All tables have the following audit columns maintained through triggers
...........CREATE_USER
...........CHANGE_USER
...........CREATE_DATE
...........CHANGE_DATE
Audit information may be viewed on any form block along with the form version information

Run Time Controls

Data Validation

Easy To Maintain

Exception and Trace Facilities

All exceptions are captured in an Execution Run Log in the database
Processing may also be traced at various levels
Exception and trace messages may be viewed online or reported

IX.4.7 Security

"Confidential information remains under your control"

All Access Specifically Defined

Based on Oracle Users and Roles

Available within PERSONALITY and also in external reporting tools such as Discoverer
Security is defined within PERSONALITY and automatically recorded in the database.
A "reconciliation" process compares data base settings to PERSONALITY settings.

Execution Rights (Authorizations)

Users or roles may be granted execution rights for application functions.
Menus only show functions that are allowed for user

Security Rights (Record Security)

Additional security rights may be granted to users and roles:
Allowed actions - Create, Retrieve, Update, Delete
Allowed entities (may contain wild chars)
Allowed units (may contain wild chars)
Allowed departments (may contain wild chars)
Allowed authorization areas (may contain wild chars)
Allowed payrolls (may contain wild chars)
Responsibility level

Personnel Action approval level
Contact security level
Benefit plan security level
Resume security level
Custom table security level

Field/Column Security

Access to fields and columns may be restricted by user, role or function
Update, View/No Update, No View access
Limited implementation of Mandatory/Optional settings
"Pre-form" must change form item properties dynamically to respect security
Forms must trap security related errors and handle appropriately

Confidential User Password / Employee Pin #

Must be at least 5 characters -stored encrypted
Expires after a specified period - cannot be reused
May be changed at any time
Lockout after three unsuccessful log in attempts
Automatic log off of users after a specified period of inactivity
May specify allowed time period for users - start and end dates
Employees can only access their own records

Generic & Individual Users

Direct access via forms, ODBC, Discoverer and other tools

IX.4.8 Reporting

"Access to information has never been easier"

Flexible Reporting

Report parameters are defined for all report functions
Parameter values are supplied at runtime through a generic input facility
Report parameter values may be "memorized" by user per function
Memorized parameter sets may be designated as private or public
  - Multiple memorized parameter sets may be retained per user per function

Report style is established by the users
Reports may be directed to the server cache, screen, printer, file, e-mail, HTML document or previewed first
Reports may be tailored to meet specific needs
  - Oracle Reports develoPM1ent seat is included with each license
  - Clients are entitled to the source code for all reports
  - Clients may copy and extend the standard package reports, or write their own

Views and database functions are available to simplify reporting and apply security

Controlled Update Processes

Update processes provide flexible run options
Trial (What If) run option is available
Users can choose to
  - Process, report and update in one step
  - Process and report first, then update if all is OK

Process, report, correct, report again, then update if all is OK
All batch processes are recoverable in the event of a machine failure

Batch Job Submission

Schedule batch job executions
At a specified date and time
    Recurring submission
Decide where a batch process should run
    Multi-tier architecture
    Client vs. Server
Monitor Job status
Capture run statistics
Distribute outputs
    Handle multiple outputs from each execution
    Server printer, client printer, network printer, fax, e-mail, web

End User Reporting

Oracle's Discoverer product may be purchased for end user reporting
Discoverer Administration layer comes with the product
Discoverer End User Desktop single user license also comes with the product

Executive Information Analysis

Oracle's Express OLAP product may be purchased to provide advanced executive information retrieval

Full Desktop Integration

ODBC connections permit integration with other desktop tools for
    Letter Writing
    Spreadsheet processing
    Email Integration

IX.4.9 Technology

"PERSONALITY is based on today's leading technologies and is positioned to take advantage of emerging technologies"

Open System Solution

Compliant with industry standards
Developed with the Oracle Designer/Developer Case Tools
Internal logic written in Java and PL/SQL
Utilizes HTML and XML technologies

Relational Database Technology

Based on the Oracle 9i relational data base server

Web Application Server

Utilizes Oracle's Internet Application Server

Run Time Environments

Single or Multi-user processing
Client/Server based computing
Browser Based computing
Internet/Intranet capabilities
Distributed processing

Multi-Platform, Multi-Tier

Clients - Windows 95/98/NT/2000
Server - Windows NT/2000, HPUX, AIX
800x600 (SVGA) screen resolution - minimum configuration

Machine to Machine

Local Area and Wide Area networks
Internet/ Intranet
SQL*NET, NET 80 connections
ODBC connections

Technical Software Requirement

Oracle 9i Database Server (Standard Edition)
Oracle Internet Application Server 9i (Enterprise Edition)
Internet Developer Suite

IX.4.10 Documentation

The PERSONALITY product includes a comprehensive set of manuals that describe all of its capabilities and use. An integrated MS help facility fully explains each system component and gives users on-line access to all parts of the documentation.

High Line provides complete system and program documentation, including the following:

ERD's	Entity Relationship Diagrams
Glossary	A list of commonly used terms with their definitions
User Interface Manual	A guide to provide the user with the knowledge required to successfully navigate through the PERSONALITY system.
Module Manuals	Describe the features, functionality, setup and usage of each of the application modules.
Technical Training Manual	Describes database set up and structure, back up and maintenance routines, table descriptions, etc.
Installation Guides	Provide detailed instructions on the installation of the product.
Conversion Manual	Provides instructions for the use of High Line's conversion utilities and programs, and all field mappings
System Administration Manual	Technical training geared towards higher-level users on the implementation team – Navigation and Administration of PERSONALITY.
User Manual	User manual templates are provided as part of the Quick Start services.
Online Help	An online help system based on MS Help is included with the system.

IX.5 Professional Profiles

ROBERT FORBES
Professional Services Manager

PROFESSIONAL PROFILE

Over twenty years of industry experience, with ten of that in the Payroll & Human Resources software industry, working with High Line's Personality Suite of Products. Extensive management and leadership experience in all aspects of information management, customer support, customer relations, product development and training.

PROFESSIONAL EXPERIENCE

- Developed QuickStart and Application Service offerings for High Line and oversaw their implementation.
- Evaluated and implemented new technologies at High Line, including Internet-based technologies.
- Directed and led High Line Customer Support spanning six years and five different product lines.
- Provided technical consulting, including installation and conversion assistance for Personality customers migrating to Personality^{4GL} and Personality^{2000}.
- Performed comprehensive quality assurance testing for Personality product upgrades and releases.
- Designed, developed and installed internal system software for High Line. Evaluated and implemented packaged software solutions.
- Directed and led the Research & Development group for a major international software company, concentrating on operating system and data base technologies.
- Managed computer operations for the Canadian offices of a major International distribution and service organization.

EDUCATION AND AFFILIATIONS

Business Administration Certificate

Member, Web Designer's Guild

ADDITIONAL BACKGROUND

Numerous military courses in management and leadership stemming from 25+ years in the Canadian Air Force Reserve.

KAREN HANSON
Senior Consultant

PROFESSIONAL PROFILE

Extensive accounting experience along with a knowledge of systems that can be drawn upon to analyze current and future business needs. The ability to work with users and programmers in recommending and developing systems to support and improve productivity. Experience in conversions and implementations. Responsible for analysis and design of new software requirements using the system development life cycle methodology.

PROFESSIONAL EXPERIENCE

- Extensive experience with Personality implementations.
- Manager with Ernst & Young, LLP in the Oracle Service Line implementing Oracle Financials.
- Director of Programming and Support for United Artists Theatre Circuit, Inc. responsible for the design and implementation of new software and support of all financial packages.
- Assistant Controller for OEA, Inc. responsible for supervision of 12 bookkeepers and accountants, preparation of annual budgets and coordination of the annual audit.
- Technical team lead on Oracle Implementations of Accounts Payable, General Ledger and Fixed Assets.
- Responsible for implementation of Mitchell Humphrey & Co. General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets and Cost Accounting systems.
- Responsible for implementation of Collier Jackson Payroll System.
- Team member for Personality implementation with United Artists Theatres

EDUCATION

Regis University – Masters of Science in Computer Information Systems
Columbia College – Bachelor of Science in Business Administration – Major in Accounting

LEON TAYLOR
Senior Technical Consultant

PROFESSIONAL PROFILE

Three years of experience with High Line Corporation as a Technical Consultant. Responsibilities include In-house/On-site DBA Support, System Administration, Network Administration, Programming (various languages), Database Server installations, Application Server installations, Discoverer Training, and Data Conversion training.

PROFESSIONAL EXPERIENCE

- 6 years industry experience in various consulting roles.
- Systems analyst / Technical consultant.
- 4 years experience building and selling computer systems.
- Supervised/Programmed packages in the following: C/C++, Visual Basic, VBA, Html, PL/SQL
- Programming experience: C/C++, Visual Basic, VBA, Html, PL/SQL, Cobol, Java
- Network/System administration for LAN (200+ users).
- Actively initiates corporate grass roots programs.
- Volunteer information systems instructor.

EDUCATION

Bachelor of Science Degree in Computer Information Systems (DeVry Long Beach)

AWARDS

Received the Presidents Award for Technical Achievement for senior project.
Event was held against two campuses.

Honors English graduate

IX.6 Personality Operating Environment

Technology

PERSONALITY takes full advantage of Oracle's web-based technologies on Unix and Windows servers. The Oracle database server, application server and development tools provide High Line with a robust technological framework upon which to build applications.

Through the use of the Oracle tools and compliance with Oracle's application development standards, High Line has the ability to offer PERSONALITY in either Client/Server or Web Browser mode, using the same source code. The Oracle application server also allows High Line to offer a full range of Web Self Service functions.

Supported Hardware Platforms

PERSONALITY will run with the Oracle database on any Oracle Tier 1 platform:

- Windows NT/2000/XP on Intel based PC's
- HP9000 under HP-UX,
- RS6000 under AIX
- Sun Solaris

Or any other Tier 1 platform supported by Oracle.

In Client/Server mode, PERSONALITY will run with the client software on the following platforms:

- Windows 98/NT/2000/XP on Intel based PC's

In Web Browser mode, PERSONALITY will run with a middle tier of the following platforms:

- Windows NT/2000/XP on Intel based PC's

Development Tools

With each installation, High Line provides a single seat license of the **Oracle Internet Developers Suite** which contains all of the tools that the product was developed with; namely,

- Designer
- Forms Developer
- Reports Developer
- JDeveloper
- Discoverer Administration Edition
- SQL Plus
- 1 user license for Discoverer Desktop Edition

Other tools that are supplied if the Oracle 9i Application Server (Enterprise Edition) is purchased:

- Portal
- Discoverer – Browser-based version

Oracle Database Server

The **Oracle9i Database Server Standard Edition** is required for all installations. The latest release of PERSONALITY (3.05) is certified with the Oracle 9i Release 2 database server. The database comes with full archiving and backup facilities that eliminate unplanned downtime. The database server holds internal database structures, all of the client's data and all of the application's stored procedures. PERSONALITY forms and reports reside in the file system external to the database.

High Line recommends that all clients have two database instances - one for PILOT TESTING and the other for PRODUCTION. Below is an outline of the minimum requirements for these server computers.

Database server for **PILOT TESTING** purposes:

	Windows based	**Unix based**
CPU	1000 MHz	200 MHz
Memory	1GB	1024 MB
Hard Disk	10 GB	10 GB
Network	10Base-T Minimum (100+ preferred)	10Base-T Minimum (100+ preferred)
Operating System	Windows 2000, Windows XP Professional, Windows Server 2003	HP-UX 11.00 +, AIX 4.3.2 or 4.3.3, Sun Solaris , Linux

Database server for PRODUCTION purposes:

	Windows based	**Unix based**
CPU	2000 MHz	> 400 MHz
Memory	4GB	2048 MB
Hard Disk	3 × 30GB in RAID 0/1 Array	3 × 30GB in RAID 0/1 Array
Network	10Base-T Minimum (100+ preferred)	10Base-T Minimum (100+ preferred)
Operating System	Windows 2000, Windows XP Professional, Windows Server 2003	HP-UX 11.00 +, AIX 4.3.2 or 4.3.3, Sun Solaris, Linux

NOTE 1: RAID 5 Arrays may cause as much as a 20% **decrease** in performance when writing.
NOTE 2: A large amount of memory on the production machine will give the best performance.

Client/Server deployment

In Client/Server mode, there are three common types of installations:

a) **Thin Client model** - Oracle Forms/Reports Runtime are installed on the client PC, with PERSONALITY executables installed on a file server.

b) **Thick Client model** - Oracle Forms/Reports Runtime and PERSONALITY executables are all installed on the client PC (Not recommended)

c) **Terminal Server model** - Oracle Forms/Reports Runtime and PERSONALITY executables are installed on a Terminal Server (Not recommended, not supported by Oracle but being used by some clients)

Below is an outline of the hardware requirements for these configurations.

File Server Requirements (minimum configuration):

	Thin Client	Thick Client	Terminal Server
CPU	Not important	None required	2.0 GHz+
Memory	Not important	None required	2048 MB +
Hard Disk	Fast drive – 300+ MB used	None required	1GB for Personality
Network	10Base-T Minimum	None required	10Base-T Minimum
Operating System	Windows / Novell	None required	Citrix MetaFrame

The file server required in the Thin Client model is accessed from Window's client PCs. This may be the same server that holds the Oracle database. File servers are only supported in Windows based environments.

Client PC Requirements (minimum configuration):

	Thin Client	Thick Client	Terminal Server
CPU	1.0 GHz	1.0 GHz	Not Important
Memory	256+ MB preferred	256+ MB preferred	Not Important
Hard Disk	170 MB used	500 MB used	Not Important
Network	10Base-T Minimum	10Base-T Minimum	20 Kb used
Operating System	Win98/2000/XP	Win98/2000/XP	Not Important

Web Browser Deployment

In Web Browser mode, users can run the full PERSONALITY application from a browser. Client PC's do not require any software to be pre-installed other than a browser. Internet Explorer 5.5 has a compatible Java Virtual Machine that can be installed. When using Netscape or other Internet Explorer versions, a plug-in called JInitiator is downloaded the first time the client runs the application or when upgrades to the Forms/Reports versions are made.

Web Browser mode requires the **Oracle9i Application Server (AS) Enterprise Edition**. The latest release of PERSONALITY is certified with Oracle 9i application server 1.0.2.2. with the Forms/Reports6i Patchset 11 installed. The application server should be on a separate server from the database.

Application Server Requirements (minimum configuration):

CPU	2.0 GHz
Memory	4GB +
Hard Disk	3.1 GB for Oracle9i AS alone (on one drive)
Network	10Base-T Minimum (100+ preferred)
Operating System	Windows NT4.0 SP6a / Windows 2000
Browsers	Not required

Client PC Requirements (minimum configuration):

CPU	1.0 GHz
Memory	256+ MB preferred
Hard Disk	12 MB will be installed with the JInitiator
Network	256Kb ISDN minimum recommended
Operating System	Win 98 / NT 4.0 SP6a / 2000 / XP
Browsers	IE 5.5+ or Netscape 4.7+

Self Service

Clients may choose to implement the PERSONALITY Web Self Service module with either a Client/Server or Web Browser implementation of the main application. The Client PC requirements are much lighter for Web Self Service than for full Web Browser mode.

The Web Self Service functions require the **Oracle9i Application Server (AS) J2EE Edition**. The Standard Edition is a subset of the Enterprise Edition. The latest release of PERSONALITY is certified with Oracle 9i AS version 9.0.3. The application server should be on a separate server from the database.

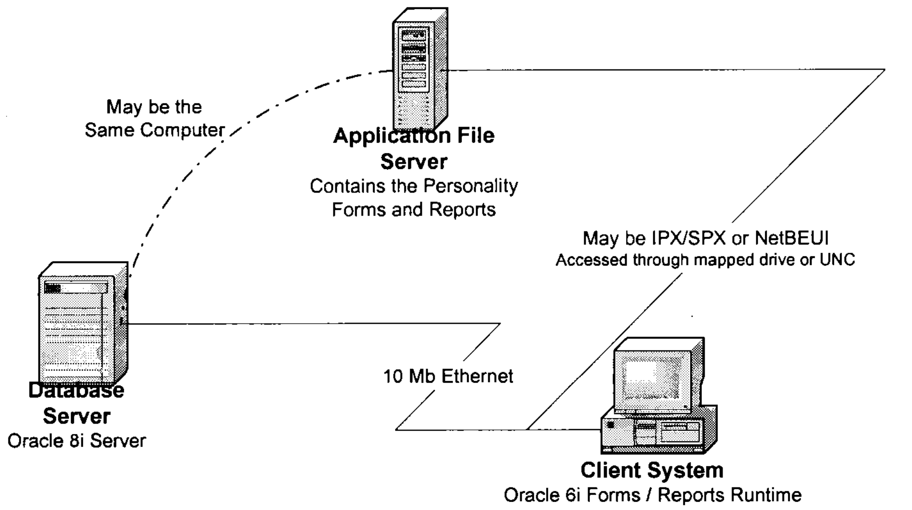
Client PC Requirements (minimum configuration):

CPU	266 MHz
Memory	128 MB
Hard Disk	Not important
Network	56.6Kb
Operating System	Win 98 / NT 4.0 SP6a / 2000 / XP
Browsers	IE 5.5+ or Netscape 4.7+

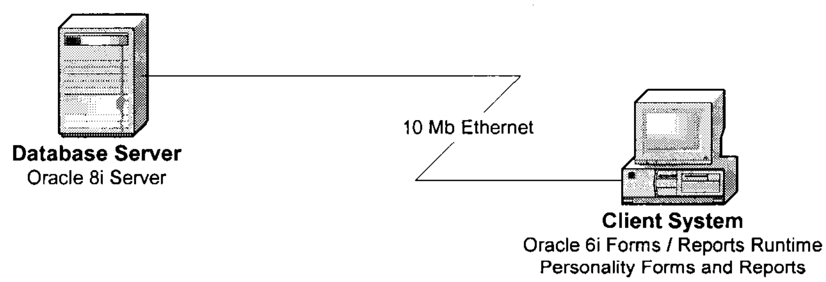
Implementation Model Diagrams

Client/Server Implementations

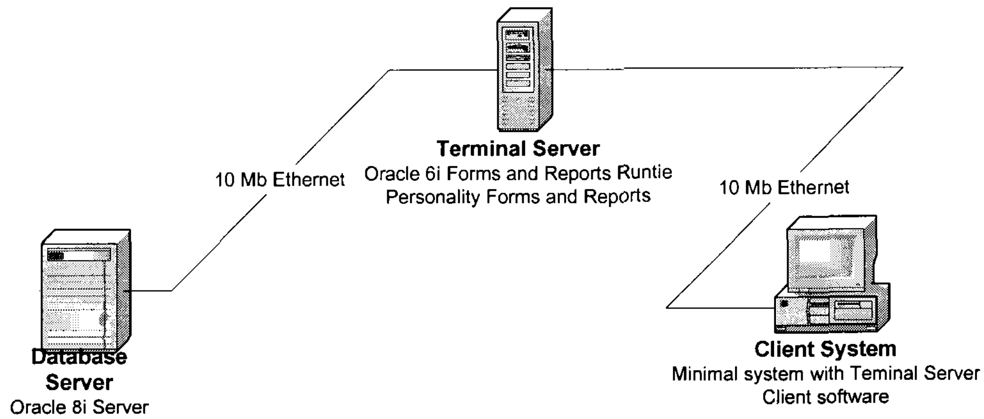
d) Thin Client Model



e) Thick Client Model (not recommended for widespread use)

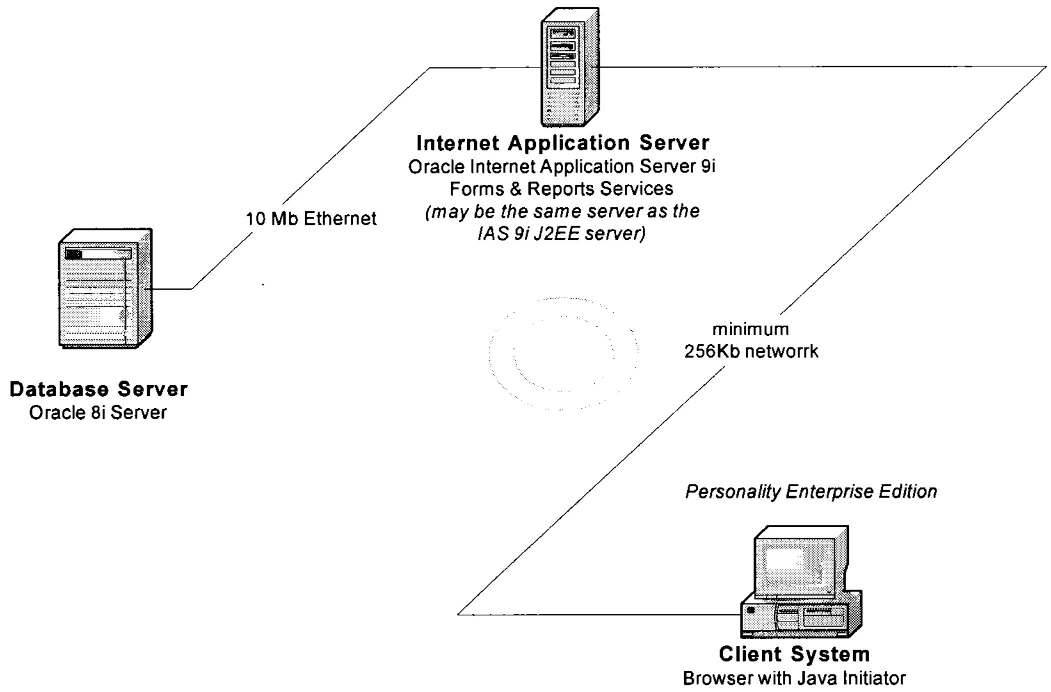


f) Terminal Server Model (not supported by Oracle)

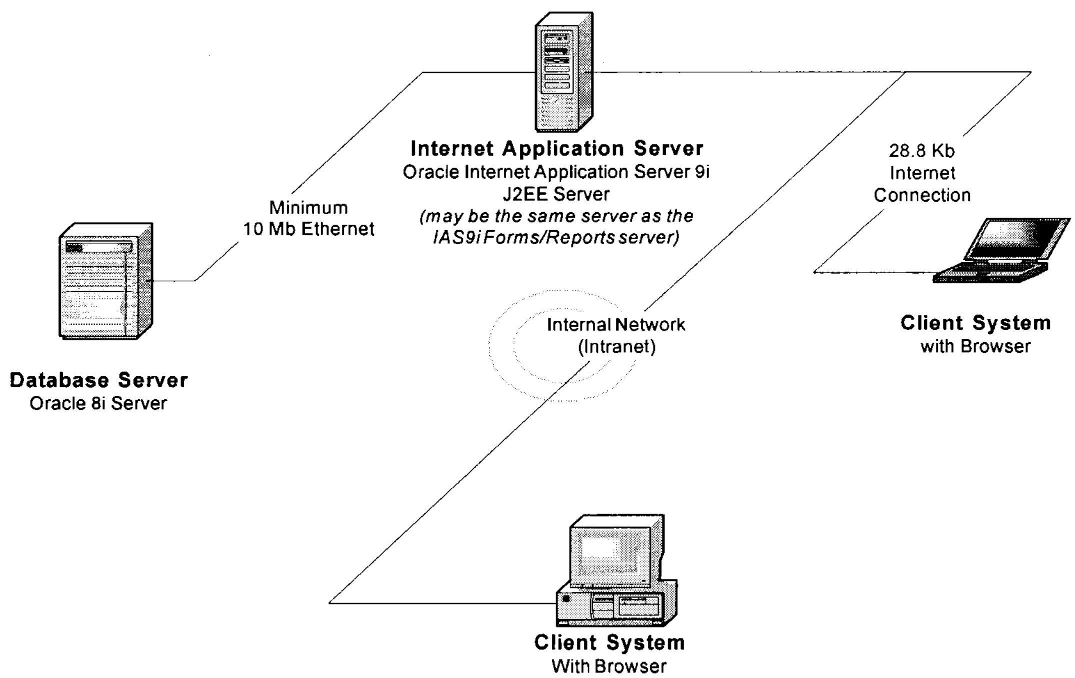


Web Implementations

Personality Web-Based Enterprise Application



Personality Self-Service Applications



IX.7 Sample Report List

Foundation Module

Administration

RMCL	Report Change Logs
RMCLD	Report Employee Change Log Details
RMCV	List Custom Data
RMER	List Execution Rights
RMEX	List Exception Messages
RMFN	List Functions
RMLX	List Lexicons
RMMS	List System Messages
RMPM	List Parameters
RMRL	List Execution Run Logs
RMUC	List User Calculations
RMWF	Report Workflow Actions
UMHP	Purge History Records
UMRS	Reconcile Security
UMTL	Load XML Interface File

Common Definitions

RDCR	List Change Reasons
RDEN	List Entities, Departments, Org Levels
RDFD	Report Form Definitions
RDGA	List G/L Accounts
RDGR	List Units and Groups
RDIF	Report Interface Formats
RDJB	Publish Job Profiles
RDPS	Publish Position Profiles
RDUN	List Unit Information

Personnel Records

REAUDIT	Audit Assignment Details
REDR	Produce HR Departmental Report
REDW	List Employees by Position/Department
REEC	Report Employee Counts
REEI	Report Employee Information
REEO1	Produce EEO-1 Reports
REEO4	Produce EEO-4 Reports
REEO4N	Produce EEO-4 New Hire Reports
REEP	Report Employment Details
REJI	Report Employee Job Information
REMP	Publish Employee Profiles
RENA	List Employee Names and Addresses
RENT	List New Hires and Terminations
REOLA	Report Official Languages Information
REPC	List Employees Position Vacancies

REPI	List Employees By Position
REQR	Produce Quarterly Employee Report
RETP	Report Employee Transfers and Promotions
REVS	Produce US Veterans Employment Report
REWD	Report Employee Wage Details
UECTRNW	Renew Contracts
UEEE	Print Employment Equity
UENH	Create New Hires Interface File

Salary Administration

RSPAMNC	MNC-Report Personnel Actions
RSPF	Report Pay for Performance Adjustment Details
RSPFC	Pay for Performance Report
RSPFF	Report Pay for Performance Iterations
RSPM	List Premiums
RSSR	List Salary Ranges
RSWS	List Wage Scales and Steps
USAS	Step Wages Based on Anniversary
USEP	Track Experience and Step Rates
USESDSAL	ESD-Produce Salary Projection
USMC	Perform Mass Salary Update
USMCSA	CSA-Perform Mass Salary Update
USPA	Update Personnel Actions
USPF	Estimate Salary Increases Based on Performance
USSC	Apply General Wage Changes
USUR	Generate Upcoming Reviews
USWS	Update Wage Scales/Steps

Attendance

RAAC	Report Attendance Components
RAAL	Report Employee Absenteeism
RAAS	Report Leave Accrual Status
RABW	Attendance Reminder
RADA	List Employee Detail Attendance
RAEA	Report Employee Absence
RALA	Report Employee Leave Accruals
RALB	List Employee Leave Balances
RALP	Publish Leave Policy Profiles
RALS	Report Leave Schedules
UACALC	Update Leave Accruals
UACLOZ	Close Leave Accrual Update
UADLL	Delete Leave Lines and Details with Zero Balance
UAENTLL	Create Only Leave Lines for Entitlements
UAGEB	Grant Emergency Bank Entitlement
UAUNDO	Cancel Leave Accrual Update

Benefits

RBBC	Report Benefit Components
RBBCIPAS	BC Integrated Pension Admin System

RBBE	Report Employee Benefit Elections
RBBS	Produce Employee Benefit Statements
RBCANRS	Superannuation Report (Canada)
RBEB	Report Employee Benefits
RBEN	Report Benefit Enrollments
RBES	Produce Employee Benefit Statements
RBFRAEW	FRA-Benefit Enrollment Worksheet
RBMAIPI	Pension Interface Report
RBMNPERA	Minnesota PERA Report
RBPN	Report Benefit Plans
RBRCIDFSA	Produce FSA Interface File
RBRD	Produce Remittance Details
RBRE	Produce Benefit Remittances
RBSC	Publish Benefit Schedules
UBBD	Update Bond Purchase Plans
UBBDC	Update Canadian Bonds
UBEN	Update Benefit Enrollments
UBBENDSPLIT	Enrollment Split
UBRH	Update Benefit Remittances

Payroll

RPAERS	Automated Earnings Reporting (Canada)
RPBA3A	Produce Annual Report of Creditable Compensation
RPBE	List Payroll Batches
RPCH	Produce Check List
RPCL	List Pay Calendars
RPCU	List Pay Component Usages
RPDP	Produce Deposit List
RPEXCP	Report Pre-Calc Exceptions
RPFDC	Report Current Pay Information (Form Description)
RPFRS	Produce Florida Retirement Report
RPGE	Report Journal Entries By Employee
RPGL	Report Payroll Journal Entries
RPGS	Report Journal Entries By Segment
RPOHSERS	Produce Ohio State SERS Retirement System Report
RPOHSTRS	Produce Ohio State STRS Retirement System Report
RPORS	Process Ohio State Retirement
RPPC	List Pay Components
RPPE	List Pay Elements
RPPF	List Processing Frequencies
RPPGC	List CDN Pay Categories
RPPGU	List US Pay Categories
RPPH	Publish Pay Profiles
RPQTR	Produce Quarterly UI Wage File
RPRCIDFSA	RCID-Flex Benefit File
RPREGC	Produce Current Pay Register
RPREGH	Produce Pay History Register
RPREGP	Produce Pay Period Register
RPREGT	Produce Pay Totals Register
RPSN	Report Sundry Transactions
RPT4	Produce CDN T4 Forms
RPT4S	Produce CDN T4 Summary Report
RPTR	Report Pay Transactions

RPTWC	Produce Quarterly TWC
RPW2	Produce W2 Forms
RPWC	Report on Total Earnings per WC Class
RPWRS	Produce Wisconsin Retirement Reports
RPYEC	Produce CDN Year End Summary Report
RPYEU	Produce US Year End Summary Report
UPAGAIN	Continue Calculating a Pay Run
UPAUDT	Audit Payroll Batches
UPCALC	Calculate Payroll
UPCALCT	Trial Calculation from IPPH
UPCAPERS	Produce California PERS Report/Filing
UPCBAT	Cancel A Batch
UPCFB	Load Cleared Checks
UPCLOZ	Close Pay Run
UPCPAY	Generate Pay Headers
UPCVAC	Generate Vacation Pays
UPDIF	Generate Disbursement Interface File
UPDISB	Disburse Pays
UPDTB	Create Payroll Direct Deposit File
UPGL	Journalize Pays
UPGLF	Create GL Interface File
UPGLTRAN	Journalize Transactions
UPICMA	Create ICMA Interface File
UPLG	Journalize Labor
UPLGUNDO	Undo Journalized Labor
UPPHAM4	Create M4 Interface File
UPPOSPAY	Generate Check File To Bank
UPPULL	Pull An Employee
UPREC	Produce Check Reconciliation Report
UPRETRO	Process Retroactive Pays
UPRL	Process Pay Rules
UPROE	Produce CDN Record Of Employment
UPSTUBC	Produce Pay Checks
UPSTUBD	Produce Deposit Slips
UPSTUBVC	Print Vendor Checks
UPTBATCH	Transfer Pay Trans From Multiple Batches into One
UPTG	Generate Pay Transactions
UPTL	Load Pay Lines
UPTMRS2	Create TMRS Interface File
UPTODATE	Rebuild Todate Records
UPTR	Process Pay Transactions
UPUNDO	Undo A Pay Run
UPUNPREP	Undo Pay Preparation
UPUNVEND	Undo UPVEND
UPVEND	Create Vendor Interface
UPWAPERS	Produce Washington State PERS report
UPWATERS	Produce Tacoma City (Washington State) TERS report

Time & Scheduling

RTEN	Daily Time Entries Report
RTET	Produce Employee Timesheets
RTTE	Report Scheduled Time Entries

RTWS	Produce Weekly Time Schedules
RTWSE	Produce Weekly Employee Schedules
UTFILL	Fill Vacant Time Slots
UTTG	Load Pay Transactions From TS
UPTG	Generate Pay Transactions
RPTR	Print Pay Transactions
UPTR	Process Pay Transactions

Forecasting & Costing

RFBU	Report Budget Makeup
RFVT	Report Budget Areas By View Point
UFACT	Create 'ACTUAL' Scenarios
UFBDGT	Create Initial Budget
UFCALC	Create Budget Amounts
UFLOAD	Load Budget Amount
UFSTEP	Apply Wage Stepping

Training & Development

RCCC	Publish Competencies
RCDC	Measure Organizational Competency Levels
RCPD	Publish Personal Development Profiles
RCRS	Publish Course Catalog/Class Schedules
RCRSE	Report Class Registrations
RCTS	Publish Training Suppliers

Recruiting

RRAN	Produce Recruiting Statistics
RRAP	Report Applications
RRAR	Publish Assessment Results
RRAS	Publish Assessment Profiles
RRCA	Publish Candidate Profiles
RRCS	List of Candidates
RRCS_RRES	Custom Search for Web Recruiters
RRJP	Publish Job Profile Details
RRPO	Publish Postings
RRPS	List of Postings
RRRE	Publish Recruiter Profiles
URCV	Interface Candidates
URGV	Generate Candidate Profiles
URPO	Generate Postings

Safety & Health

RHIN	Create Incident Statements
RHOS	Produce OSHA 300 Report
RHINL	Produce Incident List

Labor Relations

USEP	Track Experience and Step Rates
RLCM	Report on Complaints
RLGR	Report Grievance Rules
RLGV	Report on Grievances
VLGQ	View Complaints and Grievances
VLGA	View Upcoming Grievance Activities
RLDI	Report on Disciplinary Actions
VLDA	View Upcoming Disciplinary Actions
VLEE	View Employee Related

Pension Administration

RXPC	Print Pension Components
RXPT	Print Pension Tables
RXPN	Print Pension Plans
RXPA	Print Pension Accounts
RXAC	Print Pension Activity
RXPE	Print Pension Evaluations
RXPP	Print Recipients Payments
UXPTL	Load Pension Tables
UXTL	Load Pension

IX.8 Sample High Line Maintenance Agreement

ANNUAL SERVICE AGREEMENT - US

FOR LICENSE AGREEMENT #________________

Between: **HIGH LINE CORPORATION**
145 Renfrew Drive
Suite 210
Markham, Ontario
L3R 9R6

(hereinafter referred to as **HIGH LINE**)

and **- S A M P L E -**

(hereinafter referred to as **CUSTOMER**)

EFFECTIVE DATE: EXPIRATION DATE:

1. **Subject Matter:** This Agreement constitutes a formal contract between HIGH LINE and CUSTOMER for Annual Service on the Licensed Software listed on Schedule "A" to this Agreement (the "Licensed Software"), and any additions or deletions therefrom agreed to by HIGH LINE and CUSTOMER in writing from time to time, in accordance with the terms of this Agreement.

2. **Term:** This Agreement commences on the Effective Date stated above and will remain in full force and effect until the Expiration Date stated above. This Agreement shall automatically renew at the expiry of the then current term for the next ensuing twelve (12) months, unless terminated by either party by written notice delivered not less than thirty (30) days prior to the end of the then current term.

3. **Annual Service Rates:** The Annual Service Rates and payment terms applicable throughout the term of this Agreement will be HIGH LINE's then current service rates and payment terms for the Licensed Software. A schedule of Annual Service Rates and payment terms will be mailed by HIGH LINE to CUSTOMER not less than forty-five (45) days prior to the expiration of the then current term. If any part of the term of this Agreement is greater or less than twelve months, the Annual Service Rate for that part of the term of this Agreement will be adjusted pro rata for the period in question on a per diem basis.

4. **Adjustment to Expiry Date:** HIGH LINE may, from time to time, adjust the Expiration Date for administrative purposes, in which case HIGH LINE will provide thirty (30) days prior written notice and any Service Rates paid or to be paid will be adjusted accordingly pro rata on a per diem basis.

5. **Coverage:** HIGH LINE agrees to provide the following Licensed Software support and maintenance services to CUSTOMER during the Term of this Agreement, conditional upon a signed Annual Service Agreement being in effect and all Annual Service Rates having been paid up to date at the time the service is to be provided:

a) Corrections and fixes for any errors or inconsistencies in the programs in the Licensed Software due to HIGH LINE programming error, or failures of the programs or databases in the Licensed Software to perform in accordance with the manuals provided by HIGH LINE, which are notified in writing to HIGH LINE by CUSTOMER during the term of this Agreement. CUSTOMER shall assist HIGH LINE in identifying the circumstances in which such errors or inconsistencies were discovered and in providing documentary evidence of the same.

b) Improvements, changes, upgrades and updates to the Licensed Software and related documentation as they become generally available.

c) Support for Oracle Database and Oracle Tools software to the extent they have been incorporated into the Licensed Software, or they are required to make reasonable use of the Licensed Software.

d) Support for the integration of the Vertex PAYROLLTAX™ System into the Licensed Software.

e) Updated rates and database information for the production of reports required for Federal, State and Local Income Taxes, State Disability Insurance, Unemployment Insurance, and 401K ("Government Changes").

f) Initial response to problems within four working hours of notification by CUSTOMER to the HIGH LINE SUPPORT LINE, Monday to Friday, 8 am to 8 pm Eastern Standard Time, except for statutory holidays.

In return for the services described in this paragraph 5, CUSTOMER will pay HIGH LINE the Annual Service Rates referred to in paragraph 3, failing which HIGH LINE may refuse to provide these services.

Notwithstanding anything herein to the contrary, HIGH LINE shall not be obligated to deliver Government Changes for any calendar year unless CUSTOMER has executed an Annual Services Agreement and paid Annual Service Rates for that calendar year, and installation or use of Government Changes for any calendar year shall be deemed to be a binding agreement between HIGH LINE and CUSTOMER for CUSTOMER to pay the then current Annual Service Rates for all of that calendar year.

6. **Exclusions:** Notwithstanding anything herein to the contrary, the following matters are not covered by this Agreement and HIGH LINE shall not provide corrections, fixes, updates, upgrades, support or maintenance under the terms of this Agreement for:

a) New developments or modifications to the Licensed Software requested or made by CUSTOMER or someone on its behalf.

b) Software enhancements, programs or databases that have been custom written for CUSTOMER by HIGH LINE and do not form part of HIGH LINE's standard package for the Licensed Software.

c) CUSTOMER calculation programs, Discoverer reports, and customized CUSTOMER reports which do not form part of HIGH LINE's standard package for the Licensed Software.

d) Training or retraining of new or existing personnel in the operations or understanding of the Licensed Software.

e) Any problems, errors, omissions, deficiencies or inconsistencies caused by modifications, additions or tampering with the Licensed Software by persons other than HIGH LINE personnel.

f) Any problems caused by CUSTOMER as a result of file or table manipulation. It is CUSTOMER'S responsibility to fully test all file or table changes prior to using them in production.

g) Provision of, or support for, the Vertex PAYROLLTAX™ System (except as may be noted in paragraph 5). It is CUSTOMER's responsibility to arrange for its use and service through Vertex Systems Inc.

h) Support of Third Party Software (except as may be noted in paragraph 5).

i) Any problems, errors or inconsistencies not attributable to matters expressly set out in paragraph 5.

For any of these items, CUSTOMER shall pay HIGH LINE on a time and materials basis at HIGH LINE's then current professional services fees rates for its customers, all invoices to be paid on a net thirty days basis.

7. **Termination:** This Agreement shall automatically terminate on termination of CUSTOMER'S License Agreement for the Licensed Software. In addition, either party may terminate this Agreement at any time during the term of this Agreement if the other party is in default of their obligations hereunder and such default continues and is not rectified after seven days prior written notice in that regard. Provided that upon termination of this Agreement for any reason or cause CUSTOMER shall remain liable for, shall pay, and shall have no refund entitlements with respect to, the Annual Service Rates then in effect for the balance of the then current term, except as follows:

a) If this Agreement is terminated by CUSTOMER because of a default made by HIGH LINE under the terms of this Agreement or the License Agreement, then CUSTOMER shall be entitled to receive a per diem refund of the Annual Service Rates for the remaining unexpired term of the Agreement as of the effective date of such termination.

8. **Notice of Discontinuance:** HIGH LINE agrees to provide CUSTOMER with twelve months written notice if HIGH LINE decides to discontinue offering these support services for all or any part of the LICENSED SOFTWARE, in which case the Expiration Date will be adjusted accordingly and the Annual Service Rates will be adjusted on a pro rata per diem basis to the new Expiration Date.

9. **Warranty:** EXCEPT AS SET OUT IN WRITING IN THE RELEVANT LICENSE AGREEMENT, HIGH LINE GRANTS NO WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, ON ANY LICENSED PROGRAM AND ITS PERFORMANCE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, AND THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL

LIABILITIES OR OBLIGATIONS OF HIGH LINE FOR DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF LICENSED PROGRAMS.

10. **Limitation Of Liability:** CUSTOMER agrees that HIGH LINE's liability hereunder for damages including but not limited to liability for any funds, mutual breach of this Agreement or patent and copyright infringement, and regardless of the form of action, shall not exceed the charges paid by CUSTOMER for the particular maintenance and support services in question.

    No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one year after the cause of action has occurred, except that an action for non-payment may be brought within one year after the date of last payment.

    IN NO EVENT WILL HIGH LINE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL. PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUES OR LOSS OF PROFITS OR ECONOMIC LOSSES, EVEN IF HIGH LINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE OR EVEN IF SUCH DAMAGES AROSE AS A RESULT OF THE NEGLIGENCE OF HIGH LINE, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT.

11. **Entire Agreement:** This Agreement contains the entire agreement between HIGH LINE and CUSTOMER with respect to the subject matter thereof as of its date and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to its subject matter.

12. **Applicable Laws and Jurisdiction:** This Agreement shall be governed by the laws of the State of New York, USA. The courts of competent jurisdiction in the City of New York, New York, shall have exclusive jurisdiction in the event of any litigation between the parties with respect to any matter or dispute arising out of this Agreement, and both parties agree to attorn to the exclusive jurisdiction of such courts.

IN WITNESS WHEREOF the parties have executed this Agreement as of the effective date stated herein.

HIGH LINE CORPORATION	**- CUSTOMER -**
PER:	PER:
NAME:	NAME:
TITLE:	TITLE:
DATED:	DATED:

SCHEDULE "A"

APPLICATION SOFTWARE

MODULE	**ANNUAL SERVICE RATE (US$)**
FOUNDATION	
PAYROLL	
BENEFIT ADMINISTRATION	
ATTENDANCE	
SALARY ADMINISTRATION	
FORECASTING & COSTING	
LABOR RELATIONS	
TRAINING & DEVELOPMENT	
RECRUITING	
TIME SCHEDULING	
EE/MGR SELF SERVICE	
TIME MANAGEMENT SELF SERVICE	
RECRUITING SELF SERVICE	
WORKFLOW	
ORGANIZATION CHARTS	
TOTAL	

Personality Maintenance charges are billed on an annual basis. Rates used for all Maintenance charges quoted are based on current rates at time of signing and are subject to change.

IX.9 Sample High Line License Agreement

LICENSE AGREEMENT #__________

THIS AGREEMENT made this _____ day of _______, 2003.

BETWEEN: **HIGH LINE CORPORATION**
145 Renfrew Drive, Suite 210
Markham, Ontario, Canada
L3R 9R6

(hereinafter referred to as **HIGH LINE**)

and

- S A M P L E -

(hereinafter referred to as **CUSTOMER**)

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1. DEFINITIONS:

The following terms are defined for the purposes of this Agreement:

a) **"Annual Service Agreement"** means the separate agreement between the CUSTOMER and HIGH LINE for service, maintenance and support of the Licensed Software, to be executed contemporaneously with this License Agreement as set out in paragraph 5 below.

b) **"Derivative Works"** means any software and copies thereof which are developed by any person and which are based on or incorporate any part or version of the Licensed Software, including without limitation any revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which the License Software may be recast, transformed or adapted, and that if prepared without HIGH LINE's authorization would constitute a copyright or trade secret infringement of the Licensed Software.

c) **"Implementation Agreement"** means an agreement between the CUSTOMER and HIGH LINE to implement the parties' Implementation Planning Report Document, to be negotiated and entered into following execution of this License Agreement in accordance with the provisions of Paragraph 8 below.

d) **"License"** means the license herein granted to CUSTOMER to Use the Licensed Software with respect to the number of Active Employee Records set out in Part I to Schedule "A".

e) **"License Fee"** means the license fee to be paid by the CUSTOMER to HIGH LINE as set out in paragraph 4 and Part II to Schedule "A" below.

f) **"Licensed Software"** shall be the most recent version of the Software listed in Part I of Schedule "A" to this Agreement, including the database included therein and basic documentation and related materials pertinent to said Software, and any update to the Licensed Software hereinafter furnished to CUSTOMER by HIGH LINE, and any Derivative Works developed by or on behalf of the CUSTOMER, but not including any Third Party Software set out in Part III of Schedule "A".

g) **"Planning Fees"** means the professional service fees and expenses which are payable to HIGH LINE with respect to developing the Implementation Planning Report Document and negotiating the Implementation Agreement in accordance with the provisions of paragraph 8 and Part IV to Schedule "A".

h) **"Implementation Planning Report Document"** means a project plan agreed to between the CUSTOMER and HIGH LINE to install, implement and train the CUSTOMER with respect to the Licensed Software, to be jointly developed and agreed to following execution of this License Agreement and made a schedule to the Implementation Agreement in accordance with the provisions of Paragraph 8 below.

i) **"Third Party Software"** means the software products of third party as outlined in Part III to Schedule "A"; the CUSTOMER acknowledges and agrees that it is responsible for obtaining its own copies and licenses for all Third Party Software, unless otherwise agreed and set out in Part III to Schedule "A".

j) **"Use"** means use by the CUSTOMER of all or any part of the Licensed Software for CUSTOMER's internal business purposes only with respect to the number of Employee Records set out in Part I of Schedule "A", and not for sub-licensing, rental, application service provider, outsourced consultant, time sharing or service provider or third party service bureau of any kind.

2. SCHEDULES and ADDENDUMS

This Agreement includes any Schedules or Addendums attached to this Agreement. In the event of a conflict between the terms of any Schedule or Addendum or the body of this Agreement, the terms of the Schedule or Addendum will prevail.

3. GRANT OF LICENSE

HIGH LINE hereby grants and CUSTOMER hereby accepts a perpetual, non-exclusive license to Use the Licensed Software on the following terms and conditions.

4. LICENSE FEE

CUSTOMER agrees to pay HIGH LINE a sum of ________________ **U.S. DOLLARS** for a non-exclusive and non-transferable perpetual license for the Use of the Licensed Software as per the schedule described in Part II of Schedule "A" to this Agreement ("License Fee").

5. SUPPORT AND MAINTENANCE

This Agreement does not extend to or cover issues related to support for or maintenance of the Licensed Software, which is dealt with in a separate Annual Service Agreement which will be executed by HIGH LINE and the CUSTOMER contemporaneously with execution of this License Agreement.

6. INSTALLATION, IMPLEMENTATION and TRAINING

This Agreement does not extend to or cover issues related to installation, implementation or training, which shall be CUSTOMER's responsibility and obligation, and will be dealt with in the Implementation Planning Document and Implementation Agreement between HIGH LINE and CUSTOMER as referred to in paragraph 8 below.

7. TERM and TERMINATION

a) This License is effective from the date of execution of this Agreement by both parties. The License granted herein with regard to each Licensed Software shall remain in force until CUSTOMER permanently discontinues the Use of that Licensed Software or until HIGH LINE terminates this Agreement upon written notice to CUSTOMER by reason of CUSTOMER'S failure to comply with any of the terms and conditions of this Agreement. If the CUSTOMER inadvertently fails to comply with any of the terms of this Agreement, the CUSTOMER will be granted ten (10) days after written notification from HIGH LINE to comply with the terms of this Agreement prior to termination.

b) Within thirty (30) days after CUSTOMER has permanently discontinued the Use of any Licensed Software or HIGH LINE has terminated any License by reason of CUSTOMER'S failure to comply with any of the terms of this Agreement, CUSTOMER will certify, in writing, to HIGH LINE, that through its best efforts, and to the best of its knowledge, the original and all copies, in whole or in part, in any form, including partial copies of the discontinued or terminated Licensed Software have been destroyed or, at HIGH LINE's option, returned to HIGH LINE.

c) In addition to the foregoing, the Implementation Agreement and the Implementation Planning Report Document may contain additional provisions regarding termination of this Agreement and the License, in which case such provisions in the Implementation Agreement and the Implementation Planning Report Document will supersede anything to the contrary in this Agreement.

8. IMPLEMENTATION AGREEMENT and IMPLEMENTATION PLANNING REPORT DOCUMENT

a) Immediately following execution of this Agreement and the corresponding Annual Service Agreement, the CUSTOMER and HIGH LINE shall begin developing the Implementation Planning Report Document and negotiating the terms of the Implementation Agreement.

b) In the event of any conflict between the terms of the Implementation Agreement and the terms of this Agreement, the terms of the Implementation Agreement will prevail; provided that the Implementation Planning Report Document and Implementation Agreement will only deal with installation, implementation and training with respect to the Licensed Software, and will not deal with issues related to the License, the License Fee (other than the Payment Schedule for the License Fee), the Use, property rights or the other matters covered by the terms of this Agreement.

c) The CUSTOMER agrees to pay HIGH LINE for HIGH LINE's professional services in working on the Implementation Agreement and Implementation Planning Report Document at the rates set out in Part IV to Schedule "A" ("Planning Fees"), such Planning Fees to be paid based upon invoices issued by HIGH LINE monthly in arrears.

d) Notwithstanding anything in this Agreement to the contrary, this Agreement and License granted herein and the Annual Service Agreement are conditional upon HIGH LINE and the CUSTOMER agreeing upon a program and contract for the installation, implementation and training of the Licensed Software as set out in the Implementation Agreement and Implementation Planning Report Document by ___________, or such other date as may be agreed to between HIGH LINE and the CUSTOMER in writing, failing which:

   i) either HIGH LINE or the CUSTOMER may terminate this Agreement and the related Annual Service Agreement on seven days prior written notice;

   ii) HIGH LINE shall refund all License Fees paid by CUSTOMER to that date without interest; and

   iii) HIGH LINE may setoff and deduct all or any part of the Planning Fees from the License Fees to be refunded under sub-paragraph (ii) above.

9. LICENSE and PROPERTY RIGHTS

a) The License granted under this Agreement authorizes CUSTOMER on a personal, non-transferable and non-exclusive basis, to Use any Licensed Software without right to sub-license or rent.

b) The Licensed Software and all copies thereof are the property of HIGH LINE and title thereto remains with HIGH LINE.

c) All applicable rights in patents, copyrights, trade-marks and trade secrets in the Licensed Software are and will remain with HIGH LINE. The CUSTOMER shall not remove any HIGH LINE trademarks or ownership notices imbedded in any of the Licensed Software.

d) The CUSTOMER shall not sell, transfer, publish, disclose, display, disseminate or otherwise make available any Licensed Software or copies thereof to others without HIGH LINE's prior written consent.

e) The CUSTOMER agrees to secure and protect each Licensed Software and any copy thereof, from use by unauthorized persons and agrees to take appropriate action through instruction with its employees who are permitted access to each Licensed Software or copies thereof, to satisfy its obligations under this Agreement.

f) CUSTOMER agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees or other persons permitted access to Licensed Software to satisfy its obligations under this Agreement with respect to use, copying, modification, and protection and security of Licensed Software.

g) CUSTOMER agrees not to provide or otherwise make available any Licensed Software, in any form, to any person other than CUSTOMER'S or HIGH LINE'S employees without prior written consent from HIGH LINE, except during the period any such person is on CUSTOMER'S premises with CUSTOMER'S permission for purposes specifically related to CUSTOMER'S Use of the Licensed Software.

h) The CUSTOMER may generate, develop and use Derivative Works, provided:

   i) the CUSTOMER shall be deemed to have the right to Use the Derivative Works for the Term of the License herein granted;

   ii) all such Derivative Works shall be owned by and shall be the exclusive property of HIGH LINE;

   iii) HIGH LINE shall not have any obligation to maintain or support Derivative Works, unless otherwise agreed to in writing, or unless HIGH LINE incorporates such Derivative Works into its base Licensed Software and delivers same to CUSTOMER as part of an authorized fix, change or upgrade; and

   iv) the CUSTOMER will notify HIGH LINE of the creation of any Derivative Works, and will immediately on request from HIGH LINE provide HIGH LINE with source code and supporting documentation for Derivative Works.

i) CUSTOMER shall not disassemble, de-compile, translate or reverse engineer the Licensed Software without HIGH LINE'S prior written consent.

10. <u>COPIES</u>

The CUSTOMER shall be entitled to make copies of the Licensed Software for backup, training and system development purposes. The original and any copies of Licensed Software, in whole or in part, which are made by CUSTOMER shall be the property of HIGH LINE. CUSTOMER agrees to reproduce and include the applicable copyright notice on any copies, in whole or in part, in any form, including partial copies and modifications to Licensed Software. CUSTOMER shall maintain records specifically identifying the location of each copy of the Licensed Software and shall make such records available to HIGH LINE during regular business hours upon reasonable notice for purposes of enforcement of the terms and conditions of this Agreement.

11. <u>ESCROW</u>

By signing this Agreement the CUSTOMER becomes a beneficiary for the source code for the Licensed Software. HIGH LINE agrees to notify Lincoln-Parry Associates Inc., with whom HIGH LINE has a Software Escrow Agreement, that CUSTOMER has become an eligible beneficiary under this Agreement.

12. PATENT AND COPYRIGHT INDEMNIFICATION

HIGH LINE at its own expense shall defend any action brought against CUSTOMER to the extent that it is based on a claim that any Licensed Software used within the scope of the License hereunder infringes a patent or copyright, provided CUSTOMER notifies HIGH LINE promptly in writing of the action (and all prior claims relating to such action) after CUSTOMER becomes aware of same, and HIGH LINE has sole control of the defense and all negotiations for its settlement or compromise. In the event any Licensed Software become, or in HIGH LINE's opinion is likely to become, the subject of a claim of infringement of a patent or copyright, HIGH LINE may at its option either secure the CUSTOMER'S right to continue using the Licensed Software, replace or modify them to make them non-infringing, or if neither of the foregoing alternatives is reasonably available to HIGH LINE, discontinue the Licensed Software upon three month's written notice. If, however, the Licensed Software is the subject of a claim of patent or copyright infringement, CUSTOMER may notify HIGH LINE in writing during the one month after the HIGH LINE'S notice of discontinuance that CUSTOMER elects to continue to be licensed with respect to the Licensed Software until there has been an injunction or the claim has been withdrawn, and agrees to undertake at CUSTOMER'S expense the defense of any action against CUSTOMER and to indemnify HIGH LINE with respect to all costs, damages and legal fees attributable to such continued use after such notice is given to HIGH LINE: it being understood that HIGH LINE may participate at its expense in the defense of any such action if such claim is against HIGH LINE. HIGH LINE shall have no liability for any claim of copyright or patent infringement based on:

a) Use of other than a current unaltered release of the Licensed Software available from HIGH LINE if such infringement would have been avoided by the use of a current unaltered release of the Licensed Software available from HIGH LINE; or

b) Use or combination of the Licensed Software with modifications, improvements or other Software not supplied by HIGH LINE; or

c) An intentional tortious act or negligence of CUSTOMER; or

d) Use by CUSTOMER of the Licensed Software in an application or environment for which the Licensed Software was not designed or contemplated.

THE FOREGOING STATES THE ENTIRE LIABILITY OF HIGH LINE WITH RESPECT TO INFRINGEMENT OF ANY COPYRIGHTS OR PATENTS BY THE LICENSED SOFTWARE OR ANY PARTS THEREOF.

13. WARRANTY

Each Licensed Software will conform to HIGH LINE'S current published software specifications when it is shipped to CUSTOMER and for a period of 180 days following the earlier of:

a) first installation of HIGH LINE's then current version of the Licensed Software on the CUSTOMER's computer hardware for the purpose of commencing implementation of the Licensed Software in accordance with the Implementation Agreement; or

b) first installation of HIGH LINE's then current version of the Licensed Software on HIGH LINE's computer hardware for the purpose of commencing implementation of the Licensed Software in accordance with the Implementation Agreement; or

c) commencement of the implementation of the Licensed Software as set out in the Implementation Agreement.

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, HIGH LINE GRANTS NO WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, ON ANY LICENSED SOFTWARE AND ITS PERFORMANCE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, AND THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF HIGH LINE FOR DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF LICENSED SOFTWARE.

14. LIMITATION OF LIABILITY

CUSTOMER agrees that HIGH LINE'S liability hereunder for damages including but not limited to liability for any funds, mutual breach of this Agreement or patent and copyright infringement and regardless of the form of action, shall not exceed the charges paid by CUSTOMER for the particular Licensed Software or related materials involved.

No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one year after the cause of action has occurred, except that an action for non-payment may be brought within one year after the date of last payment.

IN NO EVENT WILL HIGH LINE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF REVENUES OR LOSS OF PROFITS OR ECONOMIC LOSSES, EVEN IF HIGH LINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE OR EVEN IF SUCH DAMAGES AROSE AS A RESULT OF THE NEGLIGENCE OF HIGH LINE, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT.

15. EXTENDED APPLICATION

The provisions of this Agreement shall govern the terms of any present or future order from CUSTOMER. Acceptance by CUSTOMER of any Licensed Software or optional materials from HIGH LINE shall be deemed conclusive evidence of CUSTOMER'S agreement that the License for such Licensed Software or optional materials is governed by this Agreement.

16. SEVERABILITY

If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent, deemed omitted, unless a court of competent jurisdiction determines otherwise.

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. The courts of competent jurisdiction in the City of New York, New York, shall have exclusive jurisdiction in the event of any litigation between the parties with respect to any matter or dispute arising out of this Agreement, and both parties agree to attorn to the exclusive jurisdiction of such courts.

18. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, and there are no other representations, warranties, terms or conditions except as set out in this Agreement in writing; provided that in the event of any conflict between the terms of the Implementation Agreement and the terms of this Agreement, the terms of the Implementation Agreement will prevail.

19. INJUNCTION AND EQUITABLE REMEDIES

The CUSTOMER hereby recognizes that the Licensed Software is a valuable asset of the HIGH LINE and that any remedy contemplating, inter alia, the award of monetary damages in the event of a violation or impending violation of any of the terms and provisions of this Agreement shall be inadequate. As a result, HIGH LINE shall, in addition to any other relief available to it (including, without limitation, monetary damages to the extent that HIGH LINE proves such damages), be entitled to the remedy of an injunction and other equitable remedies without having to establish the inadequacy of any remedy available to it. The CUSTOMER hereby undertakes not to make any defense in proceedings regarding the granting of an injunction or specific performance which refer to the availability to HIGH LINE of other remedies.

IN WITNESS WHEREOF the parties have executed this Agreement as of the effective date stated herein.

HIGH LINE CORPORATION	**- SAMPLE -**
PER:	PER:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

SCHEDULE "A" TO SOFTWARE LICENSE AGREEMENT # __________

PART I - SOFTWARE COVERED BY THIS AGREEMENT

The **PERSONALITY Application Software modules** to process up to ______ active Employee Records, Employee Records being defined as the highest number of employees administered by the system in any month during a twelve-month service period. The Software covered by this Schedule includes:

FOUNDATION
PAYROLL
BENEFIT ADMINISTRATION
ATTENDANCE
SALARY ADMINISTRATION
FORECASTING & COSTING
LABOR RELATIONS
SAFETY & OCCUPATIONAL HEALTH
TRAINING & DEVELOPMENT
RECRUITING
TIME SCHEDULING

As additional Software is purchased, an Addendum to this Schedule shall be issued.

HIGH LINE guarantees Software Application License fees for one (1) year from the date of Agreement execution.

PART II - PAYMENT SCHEDULE: LICENSE FEE

50% Due upon signing of the Agreement
50% Due upon completion of Pilot Set-up (to be defined in Implementation Planning Report Documentation).

In the event of any conflict between the Payment Schedule set out under this Part II and the Payment Schedule set out in the Implementation Agreement, the Payment Schedule set out in the Implementation Agreement will prevail.

PART III – THIRD PARTY SOFTWARE

Additional Third Party Software may be referred to in the Implementation Agreement, in which case the terms of the Implementation Agreement will supersede anything to the contrary in this Agreement. For the right to use Third Party Application Software programs, CUSTOMER agrees to execute the applicable Sub-License Agreement herein

All Oracle costs are due N30 upon installation of software, or use of the software on the client's behalf.

PART IV – PLANNING FEES

HIGH LINE agrees to provide personnel as required to develop the Implementation Planning Report Document and finalize the Implementation Agreement at the then current billing rates. The present fees are:

Project Planning US$1,200/Day

Consulting US$1,000/Day

CUSTOMER agrees to pay all reasonable travel and out of pocket expenses incurred by HIGH LINE related to developing the Implementation Planning Report Document and finalizing the Implementation Agreement.

IX.10 High Line Support

The following details the types of support services offered:

Annual Service Agreements

We are committed to providing support services that will ensure our client's continued success and satisfaction with our products. Our service personnel have considerable experience and extensive industry, application and technical skills to assist clients with our products.

Annual Service Agreements provide our clients with ongoing support services following the warranty period which include Support Line access, product releases, software patches, legislative changes, documentation changes and upgrade options.

Support Line

The Support Line provides assistance to all of our North American clients, during and after implementation. Clients can use the Support Line to report problems, get emergency help, ask questions and request other services.

Clients can access the Support Line via toll free phone service, fax, the Internet or by email to **support@highlinecorp.com**. All of these are operational 24 hours a day. Support Line personnel are available from 8:00 am to 8:00 pm Eastern. We guarantee a response to problems within four hours of notification by clients to the support line, as part of our Annual Service Agreement.

Extended Support

For an additional fee, after hours, weekend and holiday support coverage can be arranged for short periods of time or for extended periods of time depending on the need. A beeper is used to alert a key staff member of a problem. We will then contact the client to investigate the issue.

Call Escalation

Over 90% of all calls are resolved at the time the call is placed. With the participation of the client, we assign a priority status to all incoming calls that are not resolved immediately. The highest level is one where the problem is causing the client to not be able to run their payroll. All of our resources required are assigned to these problems until they are resolved. High Line has never had a client miss a payroll.

Remote Support

We have the ability to support all of its clients remotely via the Internet. Clients will be asked to participate in the problem solving activities conducted over the web so they will be fully aware of the steps we are taking. Clients must control the security aspects at their site. We will provide any software required for this level of support.

Customer Care System

All issues reported through the Support Line are logged into our web based Customer Care System - by date and time the call was placed, issue, priority and resolution.

Through our Web Site and our Customer Care System we offer our clients the ability to report their own problems, review all calls they have reported, check the current status of issues, query based on similar problems reported, review Best Practices information for special topics, pick up product enhancements and documentation updates, etc.

Software Releases

Under an Annual Service Agreement, clients receive software releases once a year. Each release provides corrections to reported problems, legislative changes, product enhancements and documentation updates. Between releases, corrections to critical problems are provided to clients in patches.

Legislative Requirement Support

We commits contractually to providing clients with the ability to handle all payroll taxation related calculations and reporting to a State level. We also commit to providing the ability to handle Federally regulated Human Resource related reporting requirements.

Custom Development

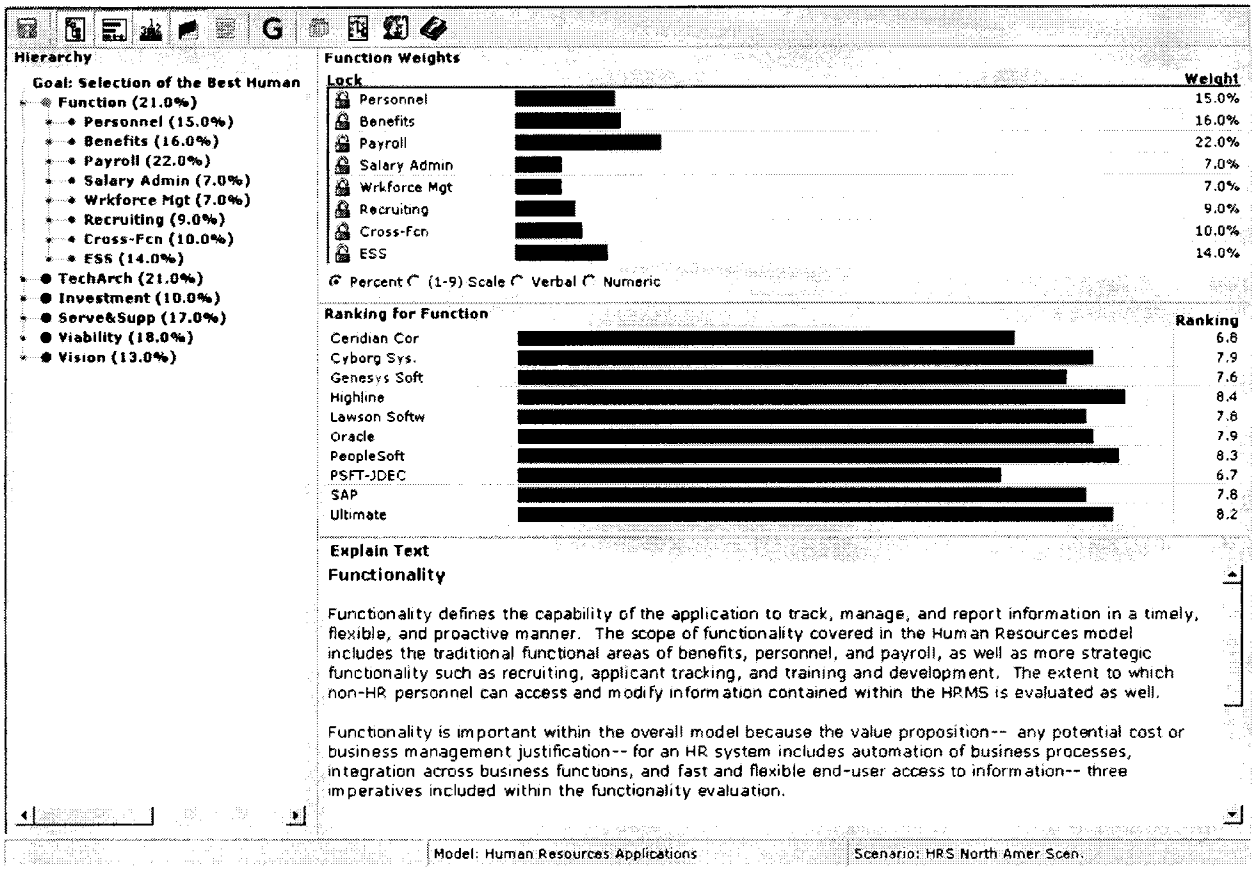
Clients may require product modifications or custom programs to handle specific requirements. High Line will consider custom work provided that it does not affect the integrity or stability of the package software. All custom modifications must be specified in detail, quoted by High Line and approved by the client before any work is done.

Remote DBA Support

High Line offers your organization several options with regards to remote database administration and monitoring services, based on your needs. These services will allow your staff to more effectively utilize their time and focus on mission critical items. This should substantially increase productivity while reducing overall costs. The key differentiator in the services offered by High Line versus other vendors, is that we address the Personality Application Database Administration issues, in addition to standard database administration.

IX.11 Gartner HRMS Vendor Evaluation Result Snapshots

Snapshot of Functionality results:



Snapshot of Investment results (TCO):

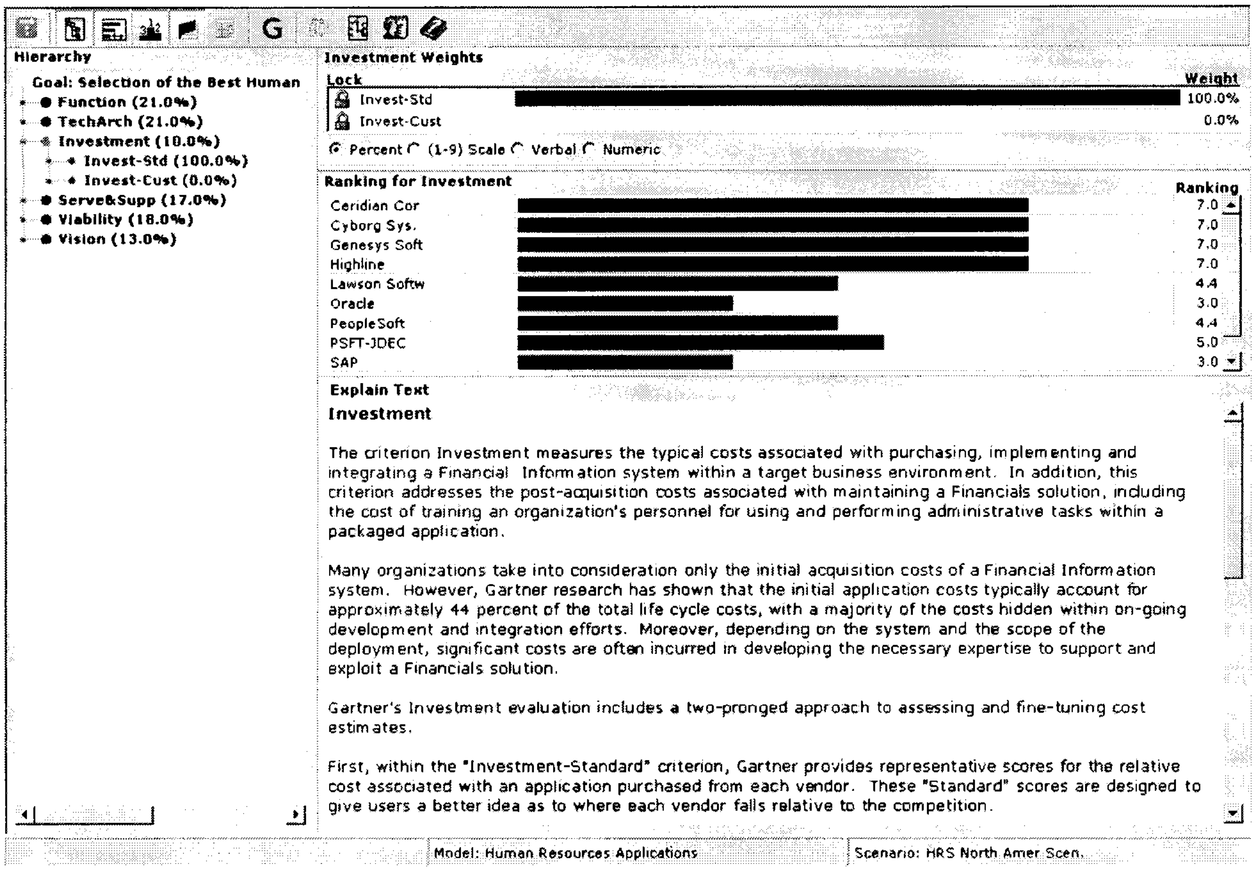


Exhibit 2
Evaluation Matrix and Scoring Sheet

City of Beaverton
Summary Evaluation Matrix Scoring
Request for Proposal
Human Resource and Payroll Information System

	Total Possible Points	Eden	Cort	Highline	B3 Business
Overall Score	**415.00**	293.25	337.22	373.24	345.64
System Components					
System Design	**20.00**	15.00	18.17	16.80	17.90
Classification	**15.00**	13.33	11.89	14.73	12.73
Position Control	**15.00**	11.80	11.50	13.80	12.27
Recruitment	**15.00**	7.58	8.80	14.24	9.50
Benefits	**25.00**	20.60	22.92	24.00	23.80
Personnel	**50.00**	31.67	45.50	47.80	43.07
Performance Management	**10.00**	4.00	7.94	8.80	8.27
Training	**15.00**	13.00	5.00	12.40	13.53
Miscellaneous	**30.00**	13.40	20.75	25.87	23.80
Leave Banks/Tracking	**20.00**	8.40	16.67	19.40	16.90
Time Input/Time Allocation	**25.00**	20.00	22.17	23.60	23.40
Compensation	**15.00**	13.67	13.94	14.13	14.30
Payroll	**50.00**	42.40	42.67	46.40	44.20
Integration with Other Systems/Technology	**10.00**	7.40	8.42	9.00	8.40
Reports	**15.00**	10.00	13.22	13.47	11.50
Self Service	**20.00**	10.00	15.83	18.40	18.07
Upcoming Releases	**5.00**	4.40	5.00	4.80	4.30
Support	**10.00**	8.40	8.83	7.00	8.20
Overall Flexibility	**10.00**	7.20	8.67	9.60	7.20
Plug & Play	**10.00**	7.00	8.33	7.60	6.90
Time to Implement/Project Plan	**5.00**	4.60	5.00	4.80	4.40
Location	**5.00**	4.60	5.00	3.20	3.00
Price Not Rated	**-**	-	-	-	-
Do they have other module such as Financials that can be integrated at a later date?	**5.00**	4.80	-	0.40	-
****Bonus**Overall Compatibility/Completeness**	**15.00**	10.00	11.00	13.00	10.00
Total	415.00	293.25	337.22	373.24	345.64

Vender's Name______________________ Rater's Name________________

HRIS/Payroll Scoring Sheet

Components

System Design

- Can we use existing equipment?
- Does it fit within the city's software standards (e.g. Microsoft)? Would we need to purchase additional licenses for other software?
- Is there a good user interface? Is it in the windows style?
- Is it easy to move around?
- Can the users do multiple tasks at once (e.g. input data and check customer records in response to questions)?
- Can we add customized fields? Do those fields remain in the system upon software upgrades?
- Security- is it flexible, can we control many different security set ups?

Notes:

Classification

- Can we have Class and Position?
- What happens when we make a change to a class? Do we need to reclassify?
- Is there bleedback? Do previous employees show the new changes?

Notes:

Position Control

- Can we keep the elements we need to on positions?
- Can we have multiple positions for a class? In different departments?
- Can the system handle over/under filled?
- Will the system allow job share? One person in two jobs?
- Multiple supervisory chains allowed?
- Will it accommodate budget information?

Notes:

Vender's Name______________________ Rater's Name________________

Recruitment

- Web-based module?
- Can users submit one resume for more than one job? Does it store resumes/applications for future use by user?
- Good process for posting new jobs?
- Can we control the job titles?
- Can we add questions?
- Can we route finalist lists to managers?
- Can we manage letters and interviews with the system?

Notes:

Benefits

- Can we have unlimited number of benefit?
- Can we control the way they are calculated?
- Are new benefits easy to set up?
- Different eligibility rule for different circumstances?
- Table driven values – changes can be made in a table not on individual records.
- Dependant information kept adequately
- COBRA, FMLA, OFLA tracking – is it adequate?

Notes:

Personnel

- Can we keep unlimited attributes about a person?
- Does it have full integration among the other modules – data entry one time?
- What is their PA process like? Easy to use? Do PA's get created automatically for some processes?
- How are temporary employees managed? Can we store the data we need on them?
- Employee History – is it complete, can we see previous positions, is there bleedback?

Notes:

Vender's Name______________________ Rater's Name________________

Performance Management
• System usage – ease of use, comprehensive, customizable • Internal routing • Peer input • Reminders to supervisor • Reward/incentive program
Notes:
Training
• Class Scheduling? • Registration process? • Reminders? • Transcript, scoring, class management aspects? • Student substitution? • Completeness?
Notes:
Miscellaneous
• Career Development • Separation/Succession Planning • EEO • Labor Relations • Discipline • Risk Management
Notes:

Vender's Name____________________ Rater's Name______________

Leave Banks/Tracking
• Unlimited leave banks • Control over business rules • Routing of requests? • Leave approval process? • Changing leave requests? • Leave requests after the leave date? • Leave donation • Suspension of accumulation under certain circumstances? • Triggers of FMLA • Cashing out of leave • Leave adjustments
Notes:

Time Input/Time Allocation
• Employee entry? Timekeeper? • Supervisor approval process • Flexibility in entry - daily, exception based, project based • Control over business rules • Override control • Time allocation to different budget funds?
Notes:

Compensation
• Across the board changes? • Out of class calculations? • Accommodates various step and range scenarios? • Total compensation reports?
Notes:

Vender's Name________________________ Rater's Name_________________

Payroll
• Unlimited compensation/deduction elements • System calculation of elements vs hand calculation in HP • Business rule management • Group pay elements to show as one line item • Pro-rations for part time employees • Design DAS • Payroll processing – easy to use, can interrupt process, can restart, adjustments • Retroactive adjustments • Electronic signatures • ACH • W-2's • Fiscal year change over is easy to work with • Domestic partnership • What-if scenarios • PERS Reporting
Notes:
Integration with Other Systems/Technology
• GL Interface (**2**) • MS Outlook (**4**) • Internet Access (**2**) • Electronic Document Management (**1**) • Other – Outlook/Exchange(**1**)
Notes:

Vender's Name________________________ Rater's Name_________________

Reports
• Can we do Ad Hoc reports? • MS Access capabilities? • If we create user defined reports can they be saved and will they be available after upgrades? • Are reports run on demand or programmed to run at a particular time? Or both • Ease of use
Notes:
Self Service
• What functions? Job applications, benefits, time input • Ease of use – can infrequent users use without training? • How is it available? Intranet, PC based? • Security
Notes:
Upcoming Releases
• Are minor upgrades and revisions included in the maintenance contract? • If customizations are made to the system are they kept intact upon upgrading?
Notes:

Vender's Name______________________ Rater's Name________________

Support
• Help Desk • Is support available on contract basis or individual call basis? • Warranty • Training
Notes:
2) Overall Flexibility (ad hoc queries & reports)
3) Plug & Play (Ease of use, maintenance, minimal customizations)
4) Time to Implement/Project Plan
5) Location (plays into -Helpdesk hrs/availability / responsiveness)
6) Price (To be Determined Separately)
7) Do they have other module such as Financials that can be integrated at a later date?
8) Overall Compatibility/Completeness – other government customers, full functionality, improvement of operations

Exhibit 3
Second Software Demonstration Script

Human Resources Demonstration Script

Please address each section one at a time. If you would like to rearrange the sections or the questions within a section that is fine; however, keep each section separate and be clear what number within the section you are addressing. We are primarily interested in watching each script item progress from the first step to the last step with no interruptions, so any questions regarding a section should only be addressed after each script item in the section is covered.

Please provide an agenda stating in what order you will be covering the sections and an approximate time each section would start.

If you have any questions regarding this script contact Nicolle Wynia-Eide at 503-526-2204 or email her at nwynia-eide@ci.beaverton.or.us.

Recruitment

1) Demonstrate a recruitment process from beginning to end.
   a) Have an applicant fill out the application on-line.
   b) Have HR enter an application for an applicant who mailed or faxed in an application.
      i) Demonstrate any profile saving systems you have.
      ii) Demonstrate any procedures you have to prevent applicants from applying to the same recruitment more than once.
      iii) Include in your applicant list names such as First Name Mary Jane and Last Name Johnson, John Doe III, T. Scott Smith, and Jennifer White-Black.
   c) Demonstrate your applicant screening system. We would like to see who was screened in and who is screened out. Be sure to show how the screening criteria are selected and how it is set up.
      i) Screen at least 100 applicants for the position of Support Specialist 1 (Receptionist).
      ii) Screen at least 50 applicants for the position of Project Engineer.
   d) Demonstrate your letter generation system.
      i) Show how to create and send a new "We're sorry but the recruitment has been delayed" letter. Include the names listed above so that we can see how the system deals with them.
      ii) Show how we can tell which letters an applicant has received and when.
2) Demonstrate any abilities the system has to track what positions an applicant has applied for and whether or not they received an interview.
3) Demonstrate any ability to see the entire list of who has applied for a position.
4) Show what recruitment fields are available for reports. How do you add other fields if possible?
5) Hire an applicant. Show what processes it generates throughout the system i.e.: benefits, reviews, training etc.

Benefits

1) Demonstrate how a new employee would use self service to enroll in benefits.
2) Show your method of notifying HR when an employee has made a change to benefits.
3) Create an electronic report of benefit changes to send to insurance carriers. With which carriers do you have experience working?

4) Demonstrate how an employee's dependant can have separate benefits, e.g., different life insurance coverage, medical but not dental coverage, etc.
5) Terminate an employee and show how you generate COBRA notifications.
6) Show your method of tracking COBRA payments and generating payment reminders.
7) Show how you track an employee's beneficiaries for multiple insurance types.
8) We offer flexible spending accounts for Child Care Reimbursement, Health Care Reimbursement and Insurance Premiums. We are required to re-enroll employees every year. Demonstrate how your system can help with this process.

Risk Management
1) Show Workers' Comp 801 process, e.g., submittal (via self service, if available), approval, & log.

Leave Tracking
1) An employee (who works M-F, 8-5) is leaving for three weeks of military leave. State Law requires us to pay military leave for 15 calendar days. Demonstrate how your system would pay and track this leave.
2) Demonstrate how the system would track intermittent Family Medical Leave.

Labor Relations
1) We received a Union grievance for failing to give 7 days notice on a shift change. We have 10 calendar days to respond to each step in the process. Demonstrate how your system will track this grievance as it moves through the grievance process.
2) Demonstrate how your system would track disciplinary actions, specifically date of action, type of action, reason for discipline and record pull date. Demonstrate how the record would be "pulled" so that the supervisor and employee can no longer view it and Human Resources can.

Classification/Compensation
1) Set up a new classification called A/V Technician with two positions. One position is in the Mayor's office and one is in the Police Department. Demonstrate how your system would assign numbers to the classification and each position. Furthermore, demonstrate how you would assign EEO codes and categories.
2) A Police Officer who receives 2% certification pay has been assigned to the special assignment of Detective. At this point the employee is granted a 5% premium pay, they are moved from a holiday-in-lieu system to the regular paid holiday system, and they are provided a pro-rated portion of yearly clothing allowance. Demonstrate how this would be done in your system.
3) Computer Service Technicians are in Salary Grade 8. They will be assigned a market factor (adjustment) of $0.75 an hour effective next week. Demonstrate how this would be entered and displayed in your system.
4) Explain the components of your total compensation report.
5) Beaverton uses an hourly rate table based on classification. Every classification is placed in a salary range and there can be several classifications in the same salary range. Each salary range consists of 7 steps separated by 5 percent. Show us how you would set up and maintain this table.

Performance Management
1) A supervisor has been notified that someone nominated one of her employees for an award. We would like to see how the supervisor would approve the award, Human

Resources would be informed that an award was approved, and how the employee would be notified of the award (and reason for the award) and emailed a standard word document.

2) Demonstrate the performance appraisal process from the supervisor sending the form to the employee to fill out to the final product arriving in Human Resources. If you have a separate performance appraisal module, demonstrate the full functionality of that module.
3) Demonstrate the tracking system for performance review dates and review ratings. Demonstrate how this could initiate a personnel action for a step increase.

Position Control

1) Every four months our Patrol Officers go through a shift-bid process at which point their supervisor changes. There is no shift premium, only a change in command structure. Demonstrate how to change:
   a) Officer A from day shift with Sergeant 1 to graveyard shift with Sergeant 4
   b) Officer B from swing shift with Sergeant 3 to day shift with Sergeant 1
   c) Officer C from relief shift with Sergeant 2 to swing shift with Sergeant 3, and
   d) Officer D from graveyard shift and Sergeant 4 to relief shift and Sergeant 2.
2) In the classification of Library Aide we have 5 positions. There are 7 employees in this classification because one position is a 50/50 job share between Jane Doe and Todd Smith, and a second position is a 40/60 job share between Mary Johnson and Chris Blake.
   a) Demonstrate how your system would manage these positions to show them as job shares, and
   b) Demonstrate how your system would show who occupies the positions.
3) Promote an employee from a represented position to a non-represented position. Show which information fields stay with the employee and which are assigned by the position. Also demonstrate how the change in benefits and union dues would be handled.

Training

1) Set up a training class with two sessions that requires supervisor approval to attend.
2) Show how to create a training calendar.
3) Complete the entire registration process, from reviewing course descriptions, to selecting and requesting enrollment in a class, to supervisor approval, and ending with notification that the student is enrolled. Include examples of any automatic communications provided by your system that a student could receive during the registration/approval process.
4) Demonstrate how a training course "owner" would send a customized email message to all registrants and how the system would store this info. For example, can the system keep a record that a letter with the title "Room Change" was sent to these participants on this date?
5) Some employees do not have email accounts. Explain and/or show any method you have to flag those employees or how they system could provide notification to them.
6) Demonstrate how to set up reminders for certificate courses that are required by a classification or position.
7) Demonstrate how the system tracks associated equipment needs for a particular class. Can the system set up reminders to the class owner?
8) Show what training fields are available for reports. How do you add other fields if possible?

9) Demonstrate how to create a customized report that would show all the employees, by department, who completed a particular class. Print the report.
10) Demonstrate how to create a customized report presenting an employee's training record. Print the report.
11) Demonstrate how to make a customized report that tracks costs for a course. For example, the amount of money spent on a particular class, and the number of employees participating from a particular department.

Implementation

1) Explain your implementation process and what resources, information, and time commitment the City would need to provide.
2) Explain your process for transferring prior history and current information from multiple existing systems to the new system.
3) Explain what training you would offer for super users and self-service users. Where would the training take place and who would be the instructor? Specify what training is required, recommended or optional.
4) Please describe the technical support that is available by telephone.

City of Beaverton Payroll Demonstration Script

In the final round of demonstrations, the City wants to see the versatility of the new system running two consecutive periods of gross to net.

Your demonstration database will contain around 50 employees (or more) from different departments with two or more unions - Police and SEIU.

The City will be interested in tracking ten employees in your database.

Two from Police both with different types of premium pay (see P15)
Two exempt employees
Two non-exempt employees
One part time employee
One extra help employee
Judge A – who has an annual salary and is paid bi-weekly
Judge B – who has an annual salary and is paid once a month

You will have already set up random staff leave requests for comp time, PTO sick, PTO vacation, medical leave, police vacation, police holiday-in-lieu, and police sick for both pay periods in advance of the demonstration. We will also enter leave requests during the demonstration. As we run the gross to net, we will produce all system reports as well as Deposit Advice Slips (DAS) and checks. We are presuming all reports (and file exports) for Fed, State, FICA, Workers comp, insurance payments, deferred compensation will be printed.

Please time yourselves and be set up in advance so we can get through all the features. Set up business rules in advance and then be prepared to show us the business rule. We are looking for general principles rather mini system implementation for the demonstration.

When the vendor does the demonstration, it may not be possible to cover everything in order. However when addressing an area, please quote the number so we can go to our sheets and ask questions.

If you have any questions about P7 to P32 areas, please contact Faye Rea (526-2246) or email frea@ci.beaverton.or.us.

Script.1
Leave Requests

We will start the demonstration by setting up differing leave requests for all ten employees for both pay periods. Then we will enter time sheets for the ten employees (see P30 for leave approval).

Script.2
Time Input
We will enter time sheets with user login and password for the ten staff. We also need to see how we would batch input for a whole department (approx five staff in one dept for the demonstration) with the payroll staff member entering the timesheets i.e. we will log on once and then enter multiple time sheets by entering employee number **(please advise us if you have alternative methods)**

The City operates from Sunday to Saturday on a two weekly cycle. The employee should be able to see 14 days plus dates.

All cash based payment elements for time worked and overtime will be rules based i.e. the employee will enter hours worked in a single column and the system will work out whether it is regular, overtime and whether single, time and a half, etc. see (P10 and P11).

The input screen must handle our other types of input for PTO, medical, etc. Below is a representation of the input screen **which you can redesign to suit your system**.

Please remember that the City is saying Regular hours are the hours I worked for which I want paid (the system works out single, time and a half, etc). All the other columns are straight hour exceptions (the system work out whether comp is single or time and a half).

WORKING HOURS **NON- WORKING HOURS**

D	DATE	Hours	OUT	COMP		PTO OR	PTO SICK	COMP	MEDICAL OR	WORKERS	BPD HOLI
		Regular /OT (pay)	OF CLASS	TIME EARN		BPD VACATION	LEAVE	TIME USED	BPD SICK	COMP	IN LEU US
S	9/12										
M	9/13										
T	9/14										
W	9/15										
T	9/16										
F	9/17										
S	9/18										
S	9/19										
M	9/20										
T	9/21										
W	9/22										
T	9/23										
F	9/24										
S	9/25										

Note
*1 OTHER CODE is a drop down code for bereavement, jury duty, light duty, military, training, other.

Script 3
Once we have entered time sheets for the ten employees, we will need to do supervisor approval prior to running the first gross to net.

We will then collect all the print outs (City will provide laser printer) from the system for that payroll period and review any online functionality the vendor wishes to show us – see P32.

Script 4

After the first gross to net,

1) we will cut a final check for an employee (see P18).

2) We will do a pay advance (see P20) and cut a check.

3) we will change one person's fed and state tax tables to fixed amounts (P25)

Script 5
Prior to running the second payroll period, please cover points

- P9 comp time accrual limits with cashing out after limit reached
- Entering time for working out of class
- P13 show employees with garnishments both fixed dollar amount and percentage wages
- P16 one employee should have a domestic partner and be eligible for taxable fringe benefit
- P17 all ten employees should have health plans with deductions
- P19 core award of $250 and demo a monthly add pay of $100
- P22 one employee will be on workers compensation and we want to enter an amount paid to the employee from a 3rd party carrier.
- P23 for the second payroll period, we will do a COLA increase and for four employees they will also be due for a step increase.
- P27 we will adjust PTO time in the previous period to comp time used
- P31 please demonstrate how an employee can donate accrued leave to another employee's sick leave accrual

Script 6
We will then repeat the process for the second payroll period using the same ten employees.

We will run the second gross to net.

Finally we will look at

a) any YTD and quarterly reports which the system features – see P.28
b) self service features for DASs, W2, W4 amendments, etc.
c) show how we do W2 corrections

The system should be set up with as many of the following system rules as is easily achievable by the vendor. If any of the following system rules are time consuming to set up (e.g. Police overtime), then the vendor will give a brief description of the process to set up the rules.

P.7

Exempt Employees

Exempt employees will be exception based whereby for a normal week, an employee can pull up the relevant week number, click submit (with an option to see the timesheet) and be finished.

We are presuming the system can handle part time exempt employees.

P.8

BPD (Police) staff – for each month Police staff get paid either 8 hours police holiday-in-lieu or get paid 4 hours straight holiday-in-lieu time plus accrue 4 hours police holiday - in-lieu. Each officer can choose annually which option they prefer. Please set up 2 police officers with these choices and demonstrate a gross to net which coincides with the first payroll of the month which will automatically credit the Police officers with either of the schemes.

P.9

Comp Time Rules

Please pre-set up conditions that demonstrate all rules as we enter time input i.e. accrued will go over.

- For all M3 staff then comp time accrued cannot exceed 40 hours (excess is to be cashed out.)
- For all SEIU staff then comp time accrued cannot exceed 80 hours (excess is be cashed out.)
- For all BPD employees then comp time plus police holiday-in-lieu accrued cannot exceed 80 hours (excess is to be cashed out.)

P.10

Overtime

For the purpose of overtime, time worked shall be interpreted in accordance with The Fair Labor Standards Act except that holidays and compensatory time used for an absence shall be considered time worked. PTO leave used will be considered time worked unless it is used for an absence due to personal or family illness or injury. This is for SEIU and Management III employees.

SEIU and management employees will use PTO leave for the first twenty-four (24) consecutive work hours of any absence due to illness or injury. Any overtime is paid at straight time until the hours used for illness and or injury is passed.

P.11

Police overtime – employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay in either cash or compensatory time off at the employee's option for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

- All work in excess of eight (8) hours on any scheduled eight (8) hour work day or ten (10) hours on any scheduled ten (10) hour work day.
- All work in excess of forty (40) hours in any one (1) work week
- Time worked shall include all paid leave

Police call back –

Employees called back to work shall receive overtime pay for the work for which they are called back and if called shall be credited with not less than three (3) hours compensated at one and one-halt (1-1/2) the employee's regular rate of pay.

Circuit court call back shall be credited with no less than four (4) hours time compensated at one and one-half (1-1/2) the employee's regular rate of pay. Callback applies only to hours worked which begin more than one hour after the working day or working shift.

P.12

Demonstrate how staff cash in accrued comp time or PTO or police-holiday-in-lieu and how it appears on the deposit advice slip.

P.13

Deductions

FICA should be split - social security and medicare .

FSA 129 – childcare	$100.00 - first two pay periods in a month
FSA 125 - medical	$50.00 – first two pay periods in a month
POS medical	$49.43 - first pay period in the month
Deferred compensation	$300.00 every pay period
Garnishments	Both fixed and percentage based

Half the database should have deferred compensation deductions, and/or FSA Section 125 deductions. Set these up so we can see on the DAS as well as gross reports

P.14
Fringe Benefits
PERS Oregon 6% employee (paid by city as a pretax contribution) base on all tiers.
PERS Employer portion:

Tier 1		9.22%
Tier 2		9.22%
OPSRP	in general employees hire after 8/29/2003	
	Police	11.65%
	General Services	8.04%

Gross to net produces two files

a) individual demographic changes – dtl1
b) pers wage amounts for each individual – dtl2

Mock up something that would approach PERS for Oregon (or discuss with us).

BPD (Beaverton Police Department) has VEBA – police post retirement health plan where the City contributes to a third party carrier - 2% of base wage (pretax contribution).

P.15
Payment Elements **(handled by the HR script)**

P.16
Taxable Fringe Benefits
Show us how you would handle taxing the incremental difference for medical and dental insurance for domestic partners (single + 1) and how you differentiate between single parent plus dependent.
Rates for determining taxable fringe benefits (below is an example)

The straight deduction for a single employee who adds a domestic partner would be $32.78
Medical single is $410.00
Medical single plus one is $720.00
Dental single is $60.00
Dental single plus one is $100.00
Show us for both Federal and State of Oregon.

P.17
Health Plan deductions – we maintain health plans with both pre-tax and after-tax premium deduction.

P.18
We want to cut a final check for an employee who is leaving the organization. Demonstrate how your system enters a two week period in which the employee terminates mid-week
e.g.with 8,10,6.5,9 in week one and 8,10,8 in week two.
Note – can we change the payee name e.g. deceased employee

The employee should have PTO and comp accruals which will be paid at straight time. Paid lump sum PTO is PERS subject salary for city contribution for tier 1 employees but not the 6% employee contribution (which is normally city paid).

P.19
We have a core award of either $250 or $50 which is taxable but not subject to PERS. Demonstrate how a payroll staff member would enter this for an employee and how it would display on the DAS.

P.20
Pay advance – produce an early check (print the check) in the middle of a payroll period. Show us how it is handled in the upcoming payroll period. How do we keep track of these payments. The advance cannot be greater than 95% of base and can only happen four times per year maximum.

P.21
Out of Class
An employee has to have worked 120 hours in out-of-class to be eligible for out-of-class payments. How do we record this and then validate against time entry.

P.22
Workers Compensation
3rd party pays employee, 2/3 non taxable wages, and the City supplements with a payment up to the employee's regular net check.

P.23
Retro pay
Backdated step increase in the current payroll period. The backdated period should also include another effective date such as a premium pay adjustment so we can see the multiple effect in a print out.
Demonstrate for the final gross to net a COLA increase which for several employees will also include a step increase.

P.24
Show a couple examples of handling W4 requests (married + 2 down to single, etc)

P.25
Federal and/or State tax – show how we would use a fixed amount tax payment rather than fed/state look up tables.

P.26
W2 corrections – see script.

P.27
Period adjustments for prior period corrections – adjust comp to PTO, or PTO sick to PTO and how we would view the amendments by payroll or the employee.

P.28
YTD

a) employee
b) whole payroll to date
c) quarterly payrolls

P.29
We will print all DASs for both payrolls and produce all ACH reports and files

P.30 Leave approval
We will enter during the demonstration leave for comp, PTO, PTO sick employees in both pay periods at the beginning.
The chain of approval will be supervisor, dept head. For one employee there will be approval denied. For another employee both supervisor and dept head will entered nothing and payroll will need to 'carry on' with the gross to net.

P.31
Leave Accruals – the following rules should be set up so that leave is automatically calculated for the two payroll periods. **Please set up as many rules as is reasonable given that this is not a mini-implementation.**

Vacation Police

Accumulated Length of Service	Hours Accrued PER 80 Hour Pay Period
6 mos – 5 years	3.69
6 – 10 years	5.23
11 – 15 years	6.15
16 years and over	6.46

Maximum vacation accrual
Employees shall be allowed to accumulate accrued vacation up to a maximum of two (2) times the annual accrual rate; e.g., an employee earning one hundred thirty-six (136) hours per year may accumulate up to two hundred seventy-two (272) hours of vacation.

Sick Leave
Employees shall accrue sick leave based upon paid hours at the rate of 3.69 hours per payroll period.

PTO SEIU and Management

Accumulated Length of Service	Hours Accrued PER 80 Hour Pay Period
0 through 6 months	2.46
7 months through 5 years	5.84
6 through 10 years	7.39
11 through 15 years	8.00
16 through 20 years	8.93
Over 20 years	9.81

Prorated for regular part-time employees based on paid hours.
Maximum PTO leave accrual
Employees shall be allowed to accumulate accrued PTO leave up to a maximum of one and three-fourths (1.75) times the annual accrual rate; e.g. an employee earning 192 hours per year may accumulate up to 336 hours of PTO leave.

Employees may donate vacation hours to another employee for an ongoing serious illness or injury or military leave. The hours that are donated are converted to dollars using the donating employee's hourly rate. Then those dollars are divided by the hourly rate of the employee who is receiving the donation to determine how many hours the employee will receive.

Medical Leave
SEIU and management employees shall accrue medical leave based upon paid hours at the rate of.0231 hours per regular hours (equivalent to 1.848 hours per pay period or 6 days per year for a full time employee). Prorated for regular part time employees.

P.32
For both the gross to net runs, we will expect to print all the standard reports from the system which will include

Payroll register – every employees details
Exception Reports
Deduction Registers
Report for taxes (both period and quarterly)

Time permitting please show other reports such as:

- payroll by group (management, police union, other union, part-time employees) for a payroll
- bi-weekly payroll by department (mayor's office, HR, Finance, etc) for a payroll
- show an add pay report for a payroll
- show overtime report for a payroll
- or show how "easy" it is to put together a report in your system

AGENDA BILL

Beaverton City Council
Beaverton, Oregon

SUBJECT: An Ordinance Vacating a Portion of Unimproved Right-of-Way of NW 170th Avenue; SV2004-0001

FOR AGENDA OF: ~~01-03-2005~~ 01-10-05 **BILL NO:** 05006

Mayor's Approval:

DEPARTMENT OF ORIGIN: CDD

DATE SUBMITTED: 12-13-2004

CLEARANCES: City Attorney
Dev Services
Engineering

PROCEEDING: ~~First Reading~~
Second Reading & Passage

EXHIBITS: Vicinity Map
Ordinance
Legal Description and Map Exhibit

BUDGET IMPACT

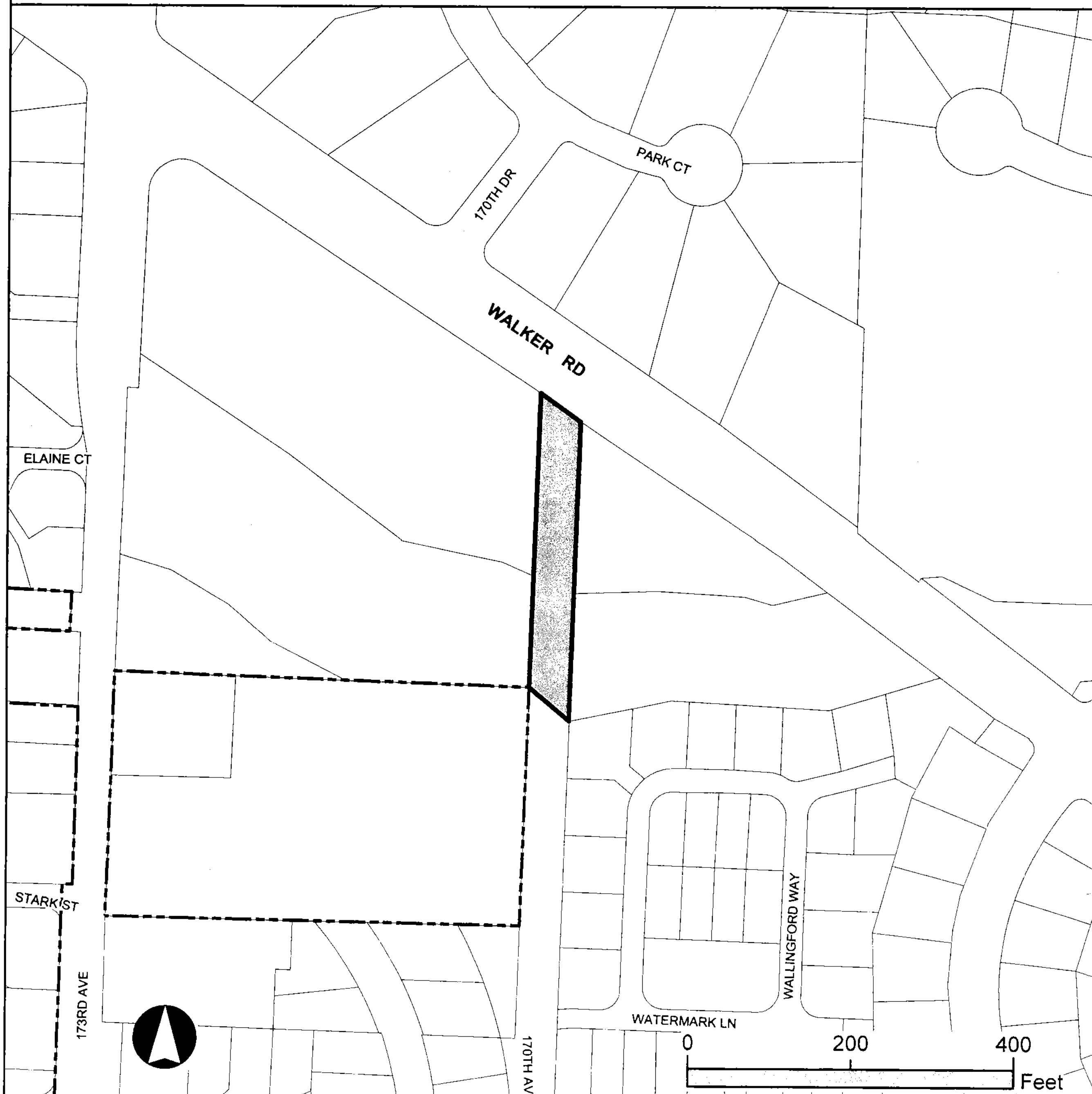
EXPENDITURE REQUIRED $	AMOUNT BUDGETED $	APPROPRIATION REQUIRED $

HISTORICAL PERSPECTIVE:
The Council at its meeting will conduct a public hearing on January 3, 2005 to consider the application of the Street Vacation request by Stuart Lindquist, Lindquist Development, to vacate a portion of unimproved right-of-way of NW 170th Avenue. If approved, the vacated area of NW 170th Avenue will be conveyed to the adjacent property owner to the east and west of the right-of-way. The proposed street vacation is located along NW 170th Avenue south from NW Walker Road to the southerly property line of Assessor Map 1N1 31DC Tax Lot 3300 and 3200.

INFORMATION FOR CONSIDERATION:
The Ordinance is the legal document that will actually cause the vacation of the NW 170th Avenue right-of-way.

RECOMMENDED ACTION:
~~First Reading of Ordinance.~~
Second Reading & Passage

Exhibit Name: Vicinity Map **Exhibit Number: 1**



Project: LINDQUIST 28 - LOT PUD	Date: 12/13/04	**N**
	Map Number:	
Department: Community Development *Division: Development Services*	Application #: SV2004-0001	

ORDINANCE NO. 4336

AN ORDINANCE VACATING A PORTION OF UNIMPROVED RIGHT-OF-WAY OF NW 170TH AVENUE; SV2004-0001.

WHEREAS, on January 3, 2005 the City Council conducted a public hearing to consider a request to vacate an unimproved public right-of-way from NW Walker Road south to the southern property line of Assessor Map 1N1 31DC Tax Lots 3300 directly east to parcel 3200 of Assessor Map 1N1 31DC; and

WHEREAS, the right-of-way is located between parcels of land owned by Stuart Lindquist; and

WHEREAS, based upon the facts and findings in the City staff report dated December 13, 2004, considered and approved by the City Council at the public hearing on January 3, 2005; the Council finds pursuant to the Development Code Section 40.75 and ORS 271.120 that (1) notice was duly given of the public hearing to consider this request; (2) there were no objections filed with the City over the proposal; (3) the public interest will not be prejudiced by the vacation of this right-of-way; (4) written consent of the required number of owners of statutory defined abutting and affected properties has been obtained and properly submitted; now, therefore,

THE CITY OF BEAVERTON ORDAINS AS FOLLOWS:

Section 1. That portion of public right-of-way located on NW 170th Avenue between NW Walker Road and southerly portion of Tax Lot 3300 of Assessor Map 1N1 31DC directly east to Tax Lot 3200 of Assessor Map 1N1 31DC as are described in Exhibit A to this ordinance, attached and incorporated b this reference, are vacated.

Section 2. The vacation is hereby granted with these reservations: (1) Public surface drainage easement; (2) Public storm sewer easement; (3) Public sanitary sewer easement; from the southerly vacation line to the centerline of Willow Creek, as fully described in Exhibit A attached and incorporated by reference.

Section 3. This ordinance shall be recorded with the deed records of Washington County. The applicant shall be responsible for all costs of recording. The applicant shall also provide a copy of the recorded ordinance to the Washington County Surveyor's Office. The vacation shall not take effect until the street vacation of right-of-way has been recorded.

First reading this 3rd day of January, 2005.

Passed by the Council this _____ day of ____________________, 2005.

Approved by the Mayor this ______ day of ___________________, 2005.

ATTEST: APPROVED:

SUE NELSON, City Recorder

ROB DRAKE, Mayor

Revised/Corrected
Legal Description

ALPHA ENGINEERING, INC.

RECEIVED
DEC 30 2004
COMMUNITY DEVELOP DEPT.

EXHIBIT "A" EXHIBIT 2.3

ORDINANCE NO. 4336

LEGAL DESCRIPTION JOB NO. 396-003
N.W. 170TH AVENUE VACATION PARCEL
WASHINGTON COUNTY, OREGON

A TRACT OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 39 OF "VILLAGE AT WATERHOUSE" RECORDED AS DOCUMENT NO. 97121795 IN PLAT BOOK 115 PAGE 15 OF THE WASHINGTON COUNTY PLAT RECORDS; THENCE RUNNING NORTHERLY ALONG THE EASTERLY RIGHT-OF WAY LINE OF N.W. 170TH AVENUE, NORTH 01°24'06" EAST, 44.90 FEET TO THE **POINT OF BEGINNING;** THENCE CONTINUING ALONG SAID LINE NORTH 01°24'06" EAST, 320.00 FEET TO THE SOUTHERLY RIGHT-OF WAY LINE OF N.W. WALKER ROAD; THENCE ALONG SAID LINE NORTH 55°24'42" WEST, 59.74 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF N.W. 170TH AVENUE, SOUTH 01°24'06" WEST, 352.70 FEET TO THE SOUTHEAST CORNER OF TRACT "C" OF THE PLAT OF "STUART ESTATES" RECORDED AS DOCUMENT NO.92073552, IN PLAT BOOK 83 PAGE 50 OF THE WASHINGTON COUNTY PLAT RECORDS, SAID POINT BEING 50.00 FEET WESTERLY, RIGHT ANGLE MEASURE, FROM THE POINT OF BEGINNING; THENCE SOUTH 88°35'54" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 16,817 SQUARE FEET.

THE BASIS OF BEARINGS IS THE PLAT OF "STUART ESTATES".

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael R. Gates

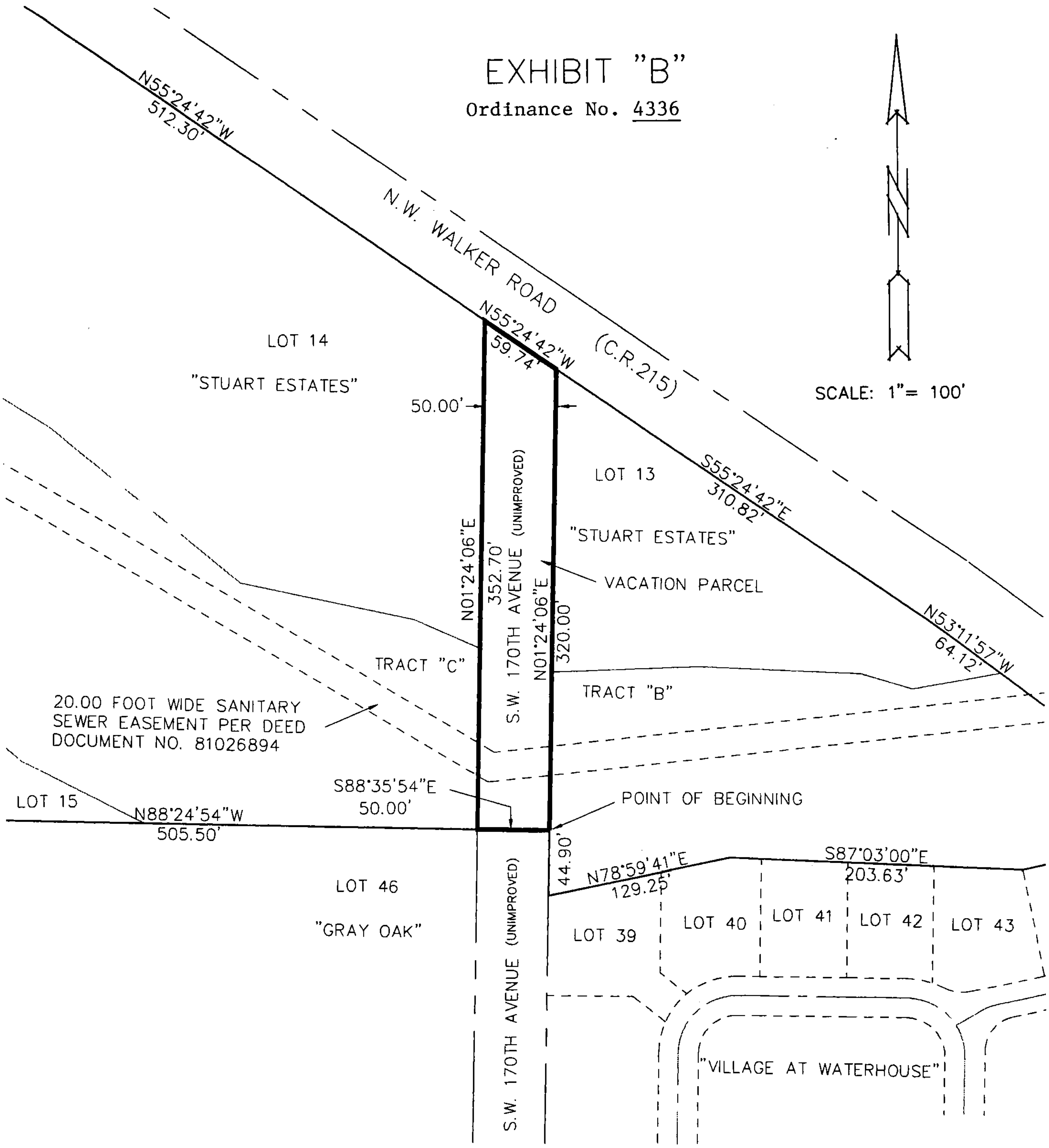
OREGON
JULY 25, 1990
MICHAEL R. GATES
2449

Valid Until 6/30/05

Plaza West • Suite 230 • 9600 SW Oak • Portland, Oregon 97223
Office 503-452-8003 • Fax 503-452-8043
• www.alpha-eng.com •

EXHIBIT "B"

Ordinance No. 4336



S.W. 170TH AVENUE ROADWAY VACATION

DRAWN BY: CWF DATE: 12/15/04
REVIEWED BY: CWF DATE: 12/15/04
PROJECT NO.: 396-003
SCALE: 1"=100'

ALPHA ENGINEERING INC.
PLANNING ▲ DEVELOPMENT SERVICES ▲ SURVEYING

OFFICE 503-452-8003 ▲ FAX 503-452-8043
PLAZA WEST ▲ SUITE 230 ▲ 9600 SW OAK ▲ PORTLAND,OR 97223

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