

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NO. _____

SHORT TITLE OF WORK PROJECT: Regional Disaster Preparedness Coordination

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and CH2M Hill, hereafter called Contractor. The City's Project Manager for this contract Patty Rueter, Planning Manager, Portland Office of Emergency Management.

Effective Date and Duration

This contract shall become effective on May 1, 2008 (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on December 31, 2008.

Statement of Work

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
(b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$200,000 for accomplishment of the work.
(b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): CH2MHILL
Address: 1100 112th Ave. NE, Suite 400, Bellevue WA 98004
Social Security #:
Federal Tax ID #: 59-0918189 State Tax ID #: City of Portland Business License # 308278
Citizenship: Nonresident alien Yes X No
Business Designation (check one): Individual Sole Proprietorship Partnership X Corporation
Limited Liability Co (LLC) Estate/Trust Public Service Corp. Government/Nonprofit

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

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: Gregory J. Stubb / Vice President 4-29-2008
Signature/Title Date

CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner:
Elected Official or Delegate Date

Approved by City Auditor:
City Auditor Date

Approved as to Form by City Attorney:
APPROVED AS TO FORM 5/2/08
Office of City Attorney Date
CITY ATTORNEY

**CITY OF PORTLAND
STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

1. Access to Records

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

2. Audits

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. Effective Date and Duration

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

4. Order of Precedence

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

5. Early Termination of Agreement

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.

(b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

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

9. Compliance with Applicable Law

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

9a. Indemnity - Claims for Other than Professional Liability

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

9b. Indemnity - Claims for Professional Liability

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

9c. Indemnity - Standard of Care

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

10. Insurance

Exhibit C is hereby referenced and made a part of this contract.

11. Ownership of Work Product

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

12. Nondiscrimination

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

13. Successors in Interest

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

14. Severability

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

15. Waiver

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

16. Errors

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

17. Governing Law

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

18. Amendments

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

19. Business License

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

20. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors

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

Merger Clause

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

OPTIONAL PROVISIONS (selected by City Project Manager)

22. Arbitration: /X/ Not Applicable

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

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

23. Progress Reports: / X / Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: /X/ Applicable

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

25. Subcontractors: /X/ Applicable

The Contractor shall assign the following subcontractors to perform work in the capacities designated: If applicable, list selected subcontractors in Exhibit A. The Contractor shall not change subcontractor assignments without the prior written consent of the City.

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

**Statement of the Work
and
Payment Schedule**

Statement of Work

Project Approach Overview

The project will begin with a kickoff meeting of City Project Managers and key Contractor team members to finalize a project management implementation plan. The first meeting of contractor and City will affirm project timeline, schedule and deliverables.

Workshop 1: will unite the project stakeholders, and establish and define critical success factors for the resulting organizational model.

A research phase will begin with local and national interviews. Local interviews will assess the preparedness environments within the Portland Urban Area (PUA). National interviews will assemble example models of disaster preparedness for communities with similar environments to the PUA.

Workshop 2: Stakeholders will review and assess the results of the local and national research, and identify criteria important for choosing a model. The Contractor will develop up to five 1 to 2 page models. With collaboration from the City Project Managers up to three models that identify critical characteristics will be chosen and presented to stakeholders at Workshop 3.

Workshop 3: The model choice(s) will be described to stakeholders. A PUA Preparedness Management Alternatives Report will be written describing the stakeholder model choices along with the project process.

Finally, the PUA Preparedness Management Alternatives Report will be presented to the Urban Area Point Of Contact (UAPOC) group.

The City will invite stakeholders and arrange for meeting and workshop management; Contractor will supply agendas, facilitation and meeting and workshop summaries (to include date, location, agenda, attendees, and summary information). In addition, City staff will provide materials from the local area and assist in contacting organizations for information. Contractor will provide two complete copies of all materials to the City Project Managers on disk and seven printed copies of the Portland Urban Area Preparedness Management Alternatives Report.

Phase 1 - Research and Assessment

This Phase will enable the UAPOC Group and stakeholders to make an informed decision about the best possible model for disaster preparedness in the PUA.

Phase I, Part I - Team Building

Task 1: Project Management Plan

Develop a Project Management Plan for review and acceptance by the City Project Managers. A Contractor proposed draft of the Project Management Plan will be presented at the project kickoff meeting with the City Project Managers. The draft plan will be refined based on City input and finalized by both parties. This Project Management Plan may be adjusted throughout the project with the approval of the City Project Managers.

The Project Management Plan will include the following:

- Overall project goal, roles, responsibilities, risks, resources, schedules, deliverables, and dependencies
- A process for managing project risks
- An approach for identifying, assessing, and evaluating regional preparedness practices and models both within and external to the PVUA
- A timeline for meetings and all deliverables

Task 2: Workshop 1, Orientation and Project Briefing

Workshop 1 will include stakeholders identified by the City Project Managers conducted by up to three CH2M HILL team members (Sandra Davis, Lucien Canton, and Linda Warren). The team will unite stakeholders and enable them to feel comfortable that their needs will be heard and met in the development of the resulting organizational structure.

The half-day workshop will include the following:

- An explanation of the project and work plan
- Identification of additional stakeholders
- Identification of critical success factors for the new organizational structure
- Establishing criteria for choosing other areas to interview for national examples

Phase I, Part 2 - Assess the Portland Urban Area

Task 3: Collect/Review Available Information, such as Group Charters, Intergovernmental Agreements, Memorandums of Understanding, Etc.

The Contractor will gain insight into existing PUA organizations, their structure, and their requirements. Several background documents, such as those provided with the RFP, will be reviewed for insight into local cultural, organizational, political, and resource aspects of the local environment. Some of these documents, such as Memoranda of Agreements, will contribute to the implementation section of the final project report.

Task 4: Conduct Interviews

Following Workshop 1, the Contractor conduct interviews with stakeholders as agreed to in the Project Management Plan. This task will be accomplished through subtasks that develop the interview plan, set up a database to capture the information, conduct the interviews, understand the interview results and prepare a draft technical memorandum summarizing the assessment of the PUA preparedness environment. The technical memorandum will include a summary of the interview process, a list of people interviewed, the date of the interviews, and a bulleted summary of the information received in response to the questions asked.

A cross-section of stakeholders will be identified representative of the following groups:

- Private and public agencies, and non-governmental organizations (NGOs)

- Different disciplines, for example, emergency managers, public health representatives, grants specialists, etc.
- Geographic representation to include areas within the PVUA, and potentially a representative nearby for a broader perspective

Interviews will be performed with a two-person Contractor team, and may strategically combine interviewees to further regional coordination. The interview team will work with the City to develop an interview schedule. The City will invite the interviewees. After the first few interviews, we will re-assess our interview strategy and questionnaire in a 1-hour call with the Portland Project Managers to ensure that we are gaining the information needed for this project.

An Access database or similar tool will capture the interview information in an organized manner.

The interviews will focus on several key areas, such as:

- What elements of the current system are working well?
- What elements of the current system could be improved or eliminated?
- What are the components of an ideal system?
- What obstacles to change exist?
- What agreements currently exist between your organization and others?

The information from Task 4 and Task 3 will be included in a draft technical memorandum summarizing the assessment of the PUA preparedness environment.

Phase I, Part 3 - Research National Models

Task 5: Collect Example Models and Information from Areas Similar to Portland

While conducting the stakeholder interviews, the Contractor team will begin collecting data on existing governance systems in use by other jurisdictions within the U.S.

The Contractor will develop a list of jurisdictions to contact, based on the criteria set forth by stakeholders in Workshop 1. Information about the governance systems based on a questionnaire will be collected. The questionnaire and list of contact jurisdictions will be approved by the City. The information gained will be entered into the database developed in Task 4.

Interviews will be conducted either by phone or in person, based on the location of the Contractor team members conducting the interviews. The interview may also involve the collection and review of governing documents.

Contractor team will analyze the results from the interviews and develop a draft technical memorandum to summarize the interviews and resulting information on models that may be applicable to the PUA.

Phase 2 - Reporting and Plan Development

In this phase, stakeholders will learn about the results of the assessment in Phase 1, and assist the Contractor in choosing the most applicable models for the Portland Urban Area.

Task 6: Workshop 2, Review of the Local Information and National Models

Upon completion of the stakeholder interviews a second workshop with stakeholders will take place. Workshop 2 will provide a summary of the interviews, identify commonalities and conflicts, and review the draft assessment of the current regional planning system. Contractor will provide a summary of the research into other jurisdictional systems and seek stakeholder input on the models that should be considered for further research.

The half-day workshop will include:

- A summary of the regional assessment, to include commonalities, conflicts, and existing approaches

- Summary of national models from up to ten localities (we may want to keep these anonymous so that pre-conceived notions are eliminated)
- Use of decision science to develop criteria for prioritizing models that will best apply to the PVUA

Task 7: Develop Organization Models

Based on the workshops and interviews the Contractor will develop up to five regional organizational models that may be appropriate for the PUA.

The regionally appropriate models may copy other models identified during the team's research, may be combinations of several structures, or may be new models.

After review of the models by the City Project Managers, the Contractor will further develop three models in detail.

Contractor management specialist Liz Field will develop cost information for each model.

Models will be featured in a 1- to 2-page, easily read format that may include:

- Name and diagram of the model
- Political and cultural fit with the relevant existing environment
- Scope of authority and responsibility
- Operations and administration points
- Implications for existing regional preparedness organizations and local governments
- Sustainability
- Start-up and maintenance costs
- Advantages to the PVUA
- Disadvantages to the PVUA
- Comments based on criteria identified in Workshop 2

The Contractor will develop a comparison of the models for use in Workshop 3.

Task 8: Draft Portland Vancouver Urban Area Preparedness Management Alternatives Report

The draft PUA Preparedness Management Alternatives Report shall include the three models fully developed in Task 7. The draft report will be reviewed during Workshop 3.

The report will summarize the project research and findings and:

- Describe alternative models to enhance disaster preparedness coordination and collaboration for the PVUA
- Describe the stakeholders for each model and their involvement in the collaboration and coordination process
- Address organizational characteristics and compare ease of implementation for each model
- List major advantages and disadvantages and identify potential impediments to implementation
- Identify the strengths and weaknesses of each model as they might be considered for the PVUA
- Suggest methods to effectively overcome obstacles and market the model to regional stakeholders

Task 9: Workshop 3, Review of Models

A third workshop will be held for stakeholders to prioritize the models and comment on the draft report. During the workshop (up to six-hour), Contractor will use a decision science tool to help stakeholders prioritize the models and select the best model for use in the Portland Urban Area.

The Contractor team facilitators will help stakeholders to identify guiding principals for the new organization.

Phase 3 - Plan Completion and Briefing

This phase completes the project and positions the UAPOC and other stakeholders for implementation of a new organization.

Task 10: Finalize the Portland Urban Area Preparedness Management Alternatives Report

The Contractor shall write and produce a final report incorporating the recommendations and changes by stakeholders in Workshop 3. The report will include results of the workshop, such as a recommended model from the three potential models.

The report will also include on the last page the following statement

“This document was prepared under a grant from FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate or the U.S. Department of Homeland Security.”

Task 11: Brief the UAPOC Group

The final report will be presented in a briefing to the UAPOC Group.

CONTRACTOR PERSONNEL

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

Team Member Name	Role
Linda Warren	Project Principal
Sandra Davis	Project Manager, Facilitation, Interviews, Organizational Models
Scott Decker	Quality and Project Controls
Chris Cyr	Data Collection, Interviews, and Project Support
Liz Field	Interviews, Organization Assessment and Models
Laurie Lemieux	Assessment and Organization Models
Dale Jutila	Interviews
Daniel Pitzler	Consulting Economist
Lucien Canton	Research, Interviews and Report Writing
Kenneth Chin	Research and Interviews
Michael Selves	Research
David Sweeney	Contracts Administration
Delia Herarra	Accounting
Greg Houston	Project Delivery
Staff	Graphics
Staff	Technical Editor

NOTE: Subcontractors are **bolded**.

SUBCONTRACTORS

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

NAME	ROLE ON PROJECT
Lucien Canton Consulting	National research & interviews; Facilitation
Lemieux Group	Organizational management

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. The Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (Exhibit A1 attached hereto) reporting ALL subcontractors employed in the performance of this agreement.

FORCE MAJEURE

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

COMPENSATION

The Contractor shall invoice the City on a monthly basis by the 20th of each calendar month, based on a percentage of project task completion.

In addition the Contractor shall provide a monthly progress report that will include and identify:

- The project staff and specific tasks worked along with the hourly rate and time spent on each task.
- Meeting records and minutes
- Subconsultant payment and utilization report

Ten percent (10%) of the final contract amount shall be retained by the City as assurance that all subcontractors will be paid and the project completed. Retainage will be released upon completion of all services and payments to all subcontractors finalized.

COMPENSATION SCHEDULE BY TASK

Estimated Time & Materials budget for this project is \$200,000. Expenses will be reimbursed at cost without markup.

Tasks	Personnel	Cost
Phase 1. Research and Assessment		
<i>Part 1 – Team Building</i>		
Task 1. Project Management	Sandra Davis Linda Warren Lu Canton Chris Cyr Scott Decker	16,463
Task 2. Workshop 1: Orientation and Project Briefing	Sandra Davis Lu Canton Linda Warren Chris Cyr	8,642
<i>Part 2 – Assess Portland Urban Area</i>		

Tasks	Personnel	Cost
Task 3. Collect/Review Available Info, such as group charters, mutual aid agreements, etc	Liz Field Chris Cyr Kenneth Chin Laurie Lemieux	8,296
Task 4. Conduct Interviews	Lu Canton Scott Decker Kenneth Chin Chris Cyr Sandra Davis Dale Jutila Liz Field Laurie Lemieux	53,635
<i>Part 3 – Research National Models</i>		
Task 5. Collect example models and info from areas similar to Portland	Michael Selves Kenneth Chin Lu Canton Liz Field Sandra Davis	22,112
Phase 2. Reporting and Plan Development		
Task 6. Workshop 2: Review of the local information and National Models	Lu Canton Liz Field Sandra Davis Chris Cyr	13,774
Task 7. Develop Organization Models	Lu Canton Liz Field Laurie Lemieux Chris Cyr Linda Warren	33,274
Task 8. Draft Portland Urban Area Preparedness Management Alternatives Report	Lu Canton Liz Field Scott Decker	11,523
Task 9. Workshop 3: Review of Models	Dan Pitzler Sandra Davis Lu Canton Chris Cyr	13,417
Phase 3. Plan Completion and Briefing		
Task 10. Finalize Portland Urban Area Preparedness Management Alternatives Report	Lu Canton Scott Decker Chris Cyr	5,329
Task 11. Brief the UAPOC Group	Lu Canton Sandra Davis Chris Cyr	4,369
Travel and Expenses		9,166
TOTAL		\$200,000

MONTHLY SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. Solicitation No. _____ 2. Contract No. _____ 3. Prime Consultant _____
4. Contract Amount _____ 5. Report Dates: Beginning ___/___/___ Ending Dates ___/___/___ 6. Project Name _____
7. Progress Report No. _____

8 ALL SUBCONSULTANT NAMES APPEARING ON ORIGINAL FIRST-TIER SUBCONSULTANT DISCLOSURE FORM	9 ORIGINAL SUBCONSULTANT AMOUNT (\$)	10 AMENDED SUBCONSULTANT AMOUNT (\$)	11 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	12 TOTAL PAYMENTS TO DATE (\$)

SUBCONSULTANTS ADDED AFTER PROJECT AWARD (Must be EEO Certified with the City of Portland)*

13 SUBCONSULTANT NAME (LIST ANY SUBCONSULTANTS NOT LISTED ABOVE)	14 NATURE OF WORK	15 STATUS MBE, WBE OR ESB	16 SUBCONSULTANT AMOUNT	17 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	18 TOTAL PAYMENTS TO DATE (\$)

*CHANGES TO CONTRACT: Before replacing, substituting, or adding any subcontractor, please contact the PTE Compliance Specialist

Please note: Explanations and additional instructions for completing this report are on the reverse side.

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR FIRM IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Consultant Representative _____ Date _____

**Submit with invoice by the 15th of the month to the City's Project Manager AND City of Portland, Bureau of Purchases, Contract Compliance Specialist,
1120 SW 5th Avenue, Room 750, Portland, OR 97204**

INSTRUCTIONS FOR COMPLETING THE MONTHLY SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. **SOLICITATION NUMBER:** Enter City of Portland solicitation number.
2. **CONTRACT NUMBER:** Indicates the contract number assigned by the City Auditor for this project.
3. **PRIME CONSULTANT:** Indicate the name of the prime consultant.
4. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
5. **REPORT DATES:** Indicate the beginning and ending dates corresponding to the progress payment period or use calendar month (i.e. 1/1/02 thru 1/31/02); reports should be sequential and not overlap.
6. **PROJECT NAME:** Indicate the project name as indicated on the contract documents.
7. **PROGRESS REPORT NUMBER:** Enter report No.1 for the first report submitted and sequential numbers for reports submitted thereafter.
8. **ALL SUBCONSULTANT NAMES:** List the names of all subconsultants listed on the original First-Tier Subconsultant Disclosure form as submitted at solicitation due date.
9. **ORIGINAL SUBCONTRACT AMOUNT:** Indicate the dollar amount for each subconsultant at time of award.
10. **AMENDED SUBCONSULTANT AMOUNT:** This amount should be the total dollar value (original subconsultant amount plus any additions or deletions) of the subcontract.
11. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
12. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subconsultant.

SUBCONSULTANTS ADDED AFTER PROJECT WAS AWARDED

13. **SUBCONSULTANT NAME:** Please list any subconsultants not appearing on original disclosure form.
14. **NATURE OF WORK:** Briefly describe subconsultants work (i.e. CAD drafting, environmental testing, etc.).
15. **STATUS:** Indicate the appropriate M/W/ESB status of each subconsultant listed (i.e. MBE, WBE, ESB). **Note:** Designations should be consistent with how firms were certified by the State at time of contract award. Leave blank for non-certified firms.
16. **SUBCONSULTANT AMOUNT:** Indicate the dollar amount of the subcontract.
17. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
18. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subconsultant

COMMENTS (Include why any payment amounts made to a subconsultant are less than that requested by the subconsultant).

EXHIBIT B
INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature *Aregay Quirk* Date 4-29-2008 Entity CH2M HILL, Inc.

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

SECTION B

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

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

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

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

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

Contractor Signature

Date

EXHIBIT C

INSURANCE (The Project Manager must answer and initial 2, 3, and 4 below)

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

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

-
2. Required and attached or Waived by City Attorney : _____

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

3. Required and attached or Waived by City Attorney : _____

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

4. Required and attached or Waived by City Attorney : _____

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

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