

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

CONTRACT NO.

**SHORT TITLE OF WORK PROJECT:
Washington County Business Impact Analysis (BIA)**

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and CBCP, Incorporated, hereafter called Contractor. The City's Project Manager for this contract is Patty Rueter.

Effective Date and Duration

This contract shall become effective on 12/23/2009. This contract shall expire, unless otherwise terminated or extended, on May 4, 2010.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$105,000 for accomplishment of the work.
 (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONTRACTOR DATA AND CERTIFICATION

Name (please print): CBCP, Incorporated – Consortium of Business Continuity Professionals

Address: 10580 N. McCarran Blvd. #115-399, Reno, Nevada 89503

Employer Identification Number (EIN) 30-0388029

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

City of Portland Business License # 715446

Citizenship: Nonresident alien Yes No

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

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

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

1. Access to Records

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

2. Audits

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

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

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

3. **Effective Date and Duration**

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

4. **Order of Precedence**

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

5. **Early Termination of Agreement**

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

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

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

6. **Payment on Early Termination**

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

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

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

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

7. **Remedies**

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

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

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

8. **Subcontracts and Assignment**

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

9. **Compliance with Applicable Law**

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

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

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

(b) Indemnity - Claims for Professional Liability

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

(c) Indemnity - Standard of Care

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

10. Insurance

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

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

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

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

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

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

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

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

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

11. Ownership of Work Product

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

12. Nondiscrimination

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

13. Successors in Interest

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

14. Severability

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

15. Waiver

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

16. Errors

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

17. Governing Law

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

18. Amendments

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

19. Business License

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

20. Prohibited Interest

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

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

21. Payment to Vendors and Subcontractors

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

Merger Clause

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

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

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

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

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

23. Progress Reports: / / Applicable / ___ / Not Applicable

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

24. Contractor's Personnel: / / Applicable / ___ / Not Applicable

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

25. Subcontractors: / / Applicable / ___ / Not Applicable

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

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

The goal of this effort is to complete a business impact analysis (BIA) for each of two Washington County departments and the divisions within them. These departments are Support Services (SS) and Land Use and Transportation (LUT). Both BIAs will be completed based on the BIA Benchmarks, Deliverables and Timelines below and will be completed and submitted along with the final invoice no later than May 4, 2010.

Working closely with the Washington County project manager, Washington County project coordinator, and department/division managers, as applicable, Contractor will:

BIA Benchmarks & Deliverables: Support Services	# Hours	Costs per Principal (P) and Subcontractor (S)	Cost	Start Date	Completion Date
1: Identify points of contact in all Support Services (SS) departments/divisions and clarify work with them. Contractor conducts initial meeting with SS department/division managers and/or their designees and interviews to determine status of each division's progress in BIA work, as well as read pertinent documents and analyze and summarize information. Submit summary of findings.	16 total	S. Craig (P) @ \$165 / hour V. Craig (P) @ \$165 / hour	\$2,640	1/6/2010	1/8/2010
	16 total	S. Johnson (S) @ \$85 / hour R. Nelson (S) @ \$85 / hour M. Koester (S) @ \$85 / hour	\$1,360		
2: Contractor conducts follow-up meetings as needed to fully understand the essential functions of each SS department/division. Submit summary of findings.	72 total	S. Craig (P) @ \$165 / hour V. Craig (P) @ \$165 / hour	\$11,880	1/12/2010	1/22/2010
	72 total	S. Johnson (S) @ \$85 / hour R. Nelson (S) @ \$85 / hour M. Koester (S) @ \$85 / hour	\$6,120		

3: Contractor will prepare, present and submit draft SS BIA for review by identified County leadership.*	40 total	S. Craig (P) @ \$165 / hour V. Craig (P) @ \$165 / hour	\$6,600	1/22/2010	2/12/2010
	40 total	S. Johnson (S) @ \$85 / hour R. Nelson (S) @ \$85 / hour M. Koester (S) @ \$85 / hour	\$3,400		
4: Incorporate suggestions for improvement and present final SS BIA.	16 total	S. Craig (P) @ \$165 / hour V. Craig (P) @ \$165 / hour	\$2,640	2/19/2010	2/26/2010
	16 total	S. Johnson (S) @ \$85 / hour R. Nelson (S) @ \$85 / hour M. Koester (S) @ \$85 / hour	\$1,360		
5: Following review and approval from County Leadership staff *, Contractor completes and presents final SS BIA to Project Manager as follows: - 4 complete copies – hard copies in binders - 4 complete copies – CD copies in both Microsoft Word/Excel (*.doc and/or *.xls) format and Adobe Acrobat format (*.pdf) - 1 redacted copy of all BIA products to the City of Portland Project Manager for verification that the deliverables have been completed. The redacted copy will not contain personal or confidential information as determined by the Washington County Project Manager.	28 total	S. Craig (P) @ \$165 / hour V. Craig (P) @ \$165 / hour	\$4,620	2/26/2010	3/19/2010
	28 total	S. Johnson (S) @ \$85 / hour R. Nelson (S) @ \$85 / hour M. Koester (S) @ \$85 / hour	\$2,380		
Additional Costs - Travel Expenses: 9 round trip flights @ \$400/flight Benchmark 1 = 1 flight Benchmark 2 = 6 flights Benchmark 3 = 2 flights Benchmark 4 = 0 flights Benchmark 5 - shared w/Benchmark 2 of LUT 19 nights lodging per GSA per diem rates Beaverton (\$96+tax est \$110/night) 19 days meals and misc per GSA per diem rate (Max = \$51) Car rentals (compact rate or better) & gasoline GSA rate = \$.55 per mile Travel Total:			\$3600		
			\$2100		
			\$ 900		
			\$1400		
			\$8,000		
TOTAL SS BIA COST - NOT TO EXCEED			\$51,000		

BIA Benchmarks & Deliverables: Land Use and Transportation	# Hours	Costs per Principal (P) and Subcontractor (S)	Cost	Start Date	Completion Date
1: Identify points of contact in all Land Use and Transportation (LUT) departments/divisions and clarify work with them. Contractor conducts initial meeting with LUT department/division managers and/or their designees and interviews to determine status of each	16 total	S. Craig (P) @ \$165 / hour V. Craig (P) @ \$165 / hour	\$2,640	2/16/2010	2/19/2010
	16 total	S. Johnson (S) @ \$85 / hour R. Nelson (S) @ \$85 / hour M. Koester (S) @ \$85 / hour	\$1,360		

division's progress in BIA work, as well as read pertinent documents and analyze and summarize information. Submit summary of findings.					
2: Contractor conducts follow-up meetings as needed to fully understand the essential functions of each LUT department/division. Submit summary of findings.	72 total	S. Craig (P) @ \$165 / hour V. Craig (P) @ \$165 / hour	\$11,880	2/23/2010	3/15/2010
	72 total	S. Johnson (S) @ \$85 / hour R. Nelson (S) @ \$85 / hour M. Koester (S) @ \$85 / hour	\$6,120		
3: Contractor will prepare, present and submit draft LUT BIA for review by identified County leadership.*	48 total	S. Craig (P) @ \$165 / hour V. Craig (P) @ \$165 / hour	\$7,920	3/15/2010	4/9/2010
	48 total	S. Johnson (S) @ \$85 / hour R. Nelson (S) @ \$85 / hour M. Koester (S) @ \$85 / hour	\$4,080		
4: Incorporate suggestions for improvement and present final LUT BIA.	16 total	S. Craig (P) @ \$165 / hour V. Craig (P) @ \$165 / hour	\$2,640	4/9/2010	4/15/2010
	16 total	S. Johnson (S) @ \$85 / hour R. Nelson (S) @ \$85 / hour M. Koester (S) @ \$85 / hour	\$1,360		
5: Following review and approval from County Leadership staff *, Contractor completes and presents final LUT BIA to Project Manager as follows: - 4 complete copies – hard copies in binders - 4 complete copies – CD copies in both Microsoft Word/Excell (*.doc and/or *.xls) format and Adobe Acrobat format (*.pdf) - 1 redacted copy of all BIA products to the City of Portland Project Manager for verification that the deliverables have been completed. The redacted copy will not contain personal or confidential information as determined by the Washington County Project Manager.	28 total	S. Craig (P) @ \$165 / hour V. Craig (P) @ \$165 / hour	\$4,620	4/15/2010	5/4/2010
	28 total	S. Johnson (S) @ \$85 / hour R. Nelson (S) @ \$85 / hour M. Koester (S) @ \$85 / hour	\$2,380		
Additional Costs: Travel Expenses					
9 round trip flights @ \$400/flight			\$3600		
Benchmark 1 = 1 flight					
Benchmark 2 = 6 flights (1 shared w/Benchmark 5 of SS)					
Benchmark 3 = 2 flights					
Benchmark 4 = 0 flights					
Benchmark 5 = covered by Phase II overlap					
22 nights lodging per GSA per diem rate - Beaverton (\$96+tax est \$110/night)			\$2400		
25 days meals & misc. per GSA per diem rate (Max = \$51)			\$1200		
Car rentals (compact rate or better) & gasoline GSA rate = \$.55 per mile			\$1800		
Travel Total:			\$9,000		
TOTAL LUT BIA COST – NOT TO EXCEED			\$54,000		

GRAND TOTAL	\$105,000
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* County Leadership includes: Washington County Emergency Management Project Manager, Washington County Emergency Management Project Coordinator, involved departments/divisions and other staff with a vested interest.

CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
S. Craig	Lead Contractor
V. Craig	Assistant Lead Contractor

SUBCONTRACTORS

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

NAME	ROLE ON PROJECT
S. Johnson	Research, interview, assemble data
R. Nelson	Research, interview, assemble data
M. Koester	Research, interview, assemble data

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

COMPENSATION

Contractor shall be paid the not to exceed amount of \$105,000. The Contractor will be paid based on its hourly rates, costs incurred in paying its subcontractors, plus any authorized expenses, as set forth in more detail below. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by the contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed :

Principals: \$165.00 per hour

Subcontractors: \$85.00 per hour

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

Travel and Lodging

Within the \$105,000 limit, Contractor shall be reimbursed up to \$17,000 for expenses directly related to travel and lodging. (See Tables above for an itemization of this \$17,000)

(a) **Reimbursement.** Contractor may be reimbursed, upon advance written approval by authorized City personnel, for certain expenses incurred in connection with personnel assigned to provide services for the City on the Project Site. All invoices shall be accompanied by original receipts and any additional backup that may be appropriate, and required by any subsequent Task/Change Order. Reimbursement will be made based on the following guidelines:

(b) **Commercial Air Travel.** Commercial air travel reservations are to be arranged based on the lowest coach fare available within a reasonable time frame surrounding the desired arrival or departure time. The City shall reimburse Contractor for round trips flights (specifics in previous tables) to the subject work location, unless

otherwise agreed to by the City in writing. When possible, air travel arrangements should be reserved at least seven (7) to fourteen (14) days in advance. Direct billing for commercial air travel is NOT permitted.

(c) **Rental Cars - Surface Transportation.** Vehicle rental will be reimbursed based on a minimum ratio of one (1) compact auto per two (2) Contractor personnel unless otherwise agreed to by the City in writing. Cost for additional insurance is not reimbursable, nor will reimbursement be permitted for fuel obtained at a vehicle rental agency. City does not assume any liability of any type in connection with rental vehicles reserved or operated by Contractor personnel. Direct billing for rental vehicles is not permitted.

(d) **Lodging.** Contractor shall arrange for their own lodging if required. The City will reimburse Contractor per individual for daily lodging expenses based on GSA per diem rates; such per diem shall be the same per diem as allowed for City employees. GSA per diem rates can be found at the U.S. General Services Administration website: <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>.

(e) **Per Diem.** The City will provide a Per Diem for each full day (eight hours) worked for Contractor personnel assigned to deliver services. The per diem rate will be the same as the one published on the U.S. General Services Administration website, identified as the Meal and Incidental Expenses (M&IE) for the Portland, Oregon area. Per Diem may include the following expenses:

- meals
- laundry
- tips and gratuities
- communications for personal reasons
- any additional miscellaneous expenses

(f) **Personal Entertainment.** Expenses incurred for personal entertainment while traveling on the City business is not reimbursable. Personal entertainment includes items such as in-room movie charges, sightseeing, attendance at sporting events, reading materials, birthday gifts, haircuts, etc.

Progress Payments

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

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

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

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance. Exempt ORS 656.027

Contractor Signature Virginia O'Neil Date 12-11-09 Entity CBCP Incorporated

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.

Patricia Queter City Project Manager Signature Date 12-16-09

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.

Virginia O'Neil Contractor Signature Date 12-11-09

CONTRACTOR SIGNATURE:

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

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

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

CBCP, Incorporated – Consortium of Business Continuity Professionals

BY: Victoria Craig Date: 12-11-09

Name: Victoria Craig

Title: President

Contract No. _____

Contract Title: **Washington County Business Impact Analysis (BIA)**

CITY OF PORTLAND SIGNATURES:

By: _____
Bureau Director

Date: _____

By: _____
Purchasing Agent

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: APPROVED AS TO FORM
Office of City Attorney

Date: 12/17/29

Amela Menezes
CITY ATTORNEY

SUBJECT TO INSURANCE APPROVAL



AAA Nevada Insurance Company
 P.O. Box 5823 , Irvine CA 92616-5823
 (800) 207-3618
 To report a claim call (800)207-3618

Personal Auto Policy Declarations
 Notice of Renewal Policy

This Declaration Page Replaces Any Previous Declaration Page. Please Read and Attach to Your Policy.

POLICY NUMBER: NVS - 002275716
 PROGRAM: AAA Select
 006 - 4947 -

Sales Rep Name & Address
 AAA NV INS AGCY/947/RIM
 9700 W. TARON STREET
 ELK GROVE CA 95757
 (800) 207-3618

183444

AAA Insured Since 2006

Named Insured(s) & Mailing Address

VICTORIA CRAIG
 STEVEN CRAIG
 PO BOX 2743
 CARSON CITY, NV 89702

POLICY PERIOD		
FROM: 06/03/09	TO: 06/03/10	TIME: 12:01 A.M.

DESCRIPTION OF VEHICLE (S)

YOU WILL BE BILLED SEPARATELY FOR ANY BALANCE DUE.

VEHICLE	YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION	ZIP CODE
1	2002	TYTA	SEQUOIALTD UTL4X44D	5TDBT48A12S097293	89503
2	2003	LEXS	LS 480 SEDAN 4D	JTHBN30F530147818	89503

Insurance is provided only with respect to the following coverages for which a specific limit of liability is shown. Subject to all conditions of this policy.

COVERAGES	LIMITS	VEHICLE INFORMATION			
		1	DED	2	DED
Bodily Injury	\$100,000/person \$300,000/accident	162		133	
Property Damage	\$100,000/accident	95		78	
Uninsured and Underinsured Motorist Bodily Injury	\$100,000/person \$300,000/accident	38		46	
Uninsured Motorist Property Damage Or Coll. Ded. Waived	\$1,000/accident	4		4	
Medical Payments		No Cov.		No Cov.	
Comprehensive (Less Deductible) Safety Glass (\$0 deductible)		56	1,000	64	1,000
		No Cov.		No Cov.	
Collision (Less Deductible)		130	1,000	167	1,000
Auto Death Benefits (See Driver Info)	\$15,000/person	10			
FULL TERM PREMIUM		495		492	

TOTAL CHARGES 987.00

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY
AAADNV 03/05 AA16NV 03/05 AAADNV 03/05 AA01NV 12/06 AA11NV 11/06 AA18NV 03/05

LIST ONLY INDIVIDUALS

The Named Insured has identified the following individuals as List Only and does not wish coverage to apply to these individuals:
 NONE

Countersignature

Authorized Representative

SEE BACK OF THIS FORM FOR ADDITIONAL INFORMATION

INSURED COPY



An Equal Opportunity Employer



CITY OF
PORTLAND, OREGON
OFFICE OF CITY ATTORNEY

Dennis L. Harper
Legal Contracts/Documents Analyst

City Hall, Suite 430
1221 SW 4th Ave.
Portland, OR 97204

Phone: (503) 823-4399
FAX: (503) 823-3089
email: dlharper@ci.portland.or.us

TO: JIM VAN DYKE, City Attorney's Office

Date: December 16, 2009

RE: CBCP Inc. contract with the City of Portland on behalf of Washington County

From: Carmen Merlo, Director *CM*

The contract for a Business Impact Analysis of two departments of Washington County has no significant risk of errors and omissions for the City. The Portland Office of Emergency Management therefore waives the requirement for Professional Liability Insurance certification from the contractor.

Reports that are the result of this contract will have a disclaimer on the title page stating that the City, County and the Contractor are not responsible for actions of the departments as a result of the Business Impact Analysis and that the reports are not binding and the actions recommended within the report are not mandated. The actual disclaimer will be approved by Portland City Attorney's office.

183444

ACORD CERTIFICATE OF LIABILITY INSURANCE

FORM 12-02-2009

PRODUCER
 DAVID C BARR/PHS
 128292 P: (866)467-8730 F: (877)905-0457
 P O BOX 33015
 SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 CONSORTIUM OF BUSINESS CONTINUITY PROFESSIONALS INC, CBCP INC., CBCP INCO
 PO BOX 340457
 SACRAMENTO CA 95834

INSURER A: Hartford Casualty Ins Co
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

RISK LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	57 SBA RG0912	06/23/09	06/23/10	EACH OCCURRENCE	\$1,000,000
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$300,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> General Liab				PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident)	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
	GARAGE LIABILITY				AGG	\$
	ANY AUTO				EACH OCCURRENCE	\$
	EXCESS LIABILITY				AGGREGATE	\$
	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>					\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
	OTHER				E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

A

CANCELLATION

The City of Portland
 1120 SW 5TH AVE STE 750
 PORTLAND, OR 97204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jac. Tailor

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE
04-30-2009

PRODUCER
 DAVID C BARR/PHS
 128292 P: (866)467-8730 F: (877)905-0457
 PO BOX 33015
 SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 CONSORTIUM OF BUSINESS CONTINUITY PROFESSIONALS INC, CBCP INC., CBCP INCO
 PO BOX 340457
 SACRAMENTO CA 95834

INSURERS AFFORDING COVERAGE

INSURER A: Hartford Casualty Ins Co
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
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	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> General Liab				PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Those usual to the Insured's Operations.

CERTIFICATE HOLDER **ADDITIONAL INSURED; INSURER LETTER:** A

Washington County
 155 N 1ST AVE
 HILLSBORO, OR, 97124

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Taylor*