

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

**CONTRACT NO. 30002358**

**SHORT TITLE OF WORK PROJECT:  
Regional Mutual Aid Agreement Update and Mobilization Plan Development**

This contract is between the City of Portland ("City," or "Bureau") and Willdan Homeland Solutions, hereafter called Contractor. The City's Project Manager for this contract is Deborah Harrison.

**Effective Date and Duration**

This contract shall become effective on October 1<sup>st</sup>, 2011. This contract shall expire, unless otherwise terminated or extended, on March 16<sup>th</sup>, 2012.

**Consideration**

- (a) City agrees to pay Contractor a sum not to exceed \$171,675 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): Willdan Homeland Solutions

Address: 2401 E Katella Ave, #220, Anaheim, California 92806

Employer Identification Number (EIN) 26-0099886

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

City of Portland Business License # 734185

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.

**TERMS AND CONDITIONS**

**1. Standard of Care:** Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

**2. Effect of Expiration**

Passage of the contract expiration date 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 corrected.

**3. Order of Precedence**

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

**4. Early Termination of Contract**

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

**5. Remedies and Payment on Early Termination**

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

**6. 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.

**7. Compliance with Applicable Law**

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

**8. Indemnification for Property Damage and Personal Injury**

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

**9. Insurance**

During the term of this contract, Contractor shall maintain in force at its own expense, the 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) Commercial 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 Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by Bureau X

Waived by Bureau     

- (c) 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 non-owned vehicles, as applicable:

Required by Bureau X

Waived by Bureau     

- (d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. If insurance is provided on a "claims made" basis the Contractor shall acquire "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If not feasible, contractor shall notify City immediately.

Required by Bureau X

Waived by Bureau     

- (e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 30 days written notice from the Contractor or its insurer(s) to the City.

- (f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**10. Ownership of Work Product**

All work product produced by the Contractor under this contract is the exclusive property of the City. "Work Product" includes, but is not 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.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets and other proprietary rights of Contractor are and will remain the exclusive property of Contractor.

**11. EEO Certification:** In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

**12. Equal Benefits**

Contractor must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

**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 promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

**17. Governing Law/Venue**

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. 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 Chief Procurement Officer 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 Contract.

**20. Prohibited Conduct**

The Contractor shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

**21. Payment to Vendors and Subcontractors**

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

**22. Access to Records**

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

**23. Audits**

(a) The City 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 paragraph 22. Audits will be conducted in

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 accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

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

#### **24. Electronic Signatures**

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

#### **25. Merger Clause**

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

#### **26. Dispute Resolution/Work regardless of disputes**

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

#### **27. Progress Reports: /\_X\_/ Applicable /\_\_\_/ Not Applicable**

If applicable, the Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

#### **28. Contractor's Personnel: /\_X\_/ Applicable /\_\_\_/ Not Applicable**

If applicable, the Contractor shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

#### **29. Subcontractors**

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors without prior written consent is a material breach of contract.

#### **30. Third Party Beneficiaries**

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

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#### **31. Special Provisions, Urban Area Security Initiative Grant-Funded Acquisitions**

For any Statements of work that utilize UASI (Urban Area Security Initiative) grant funding, the following terms and conditions shall apply.

- All publications and printed deliverables produced under this Contract shall prominently contain the following statement: "This document was prepared under a grant from the 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 of policies of the Office of Grants and Training or the U.S. Department of Homeland Security."
  - Consultant shall be accountable for and shall repay any overpayment, audit disallowance, or any other breach of Contract that results in a debt owed to the City or the Federal Government.
  - Consultant shall, upon specific request from the City or the U.S. Department of Homeland Security, agree to cooperate with the U.S. Department of Homeland Security in any preparation by the U.S. Department of Homeland Security of a national or program environmental assessment of the funded program or activity or the Services provided under this Agreement.
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**Mutual Aid Agreement (MAA) Update and Mobilization Plan Development Statement of Work and Payment Schedule****Milestone 1: Develop Project Management Plan (PMP)**

- A. Within 14 days of executing contract - Create and confirm with the Portland Urban Area (PUA) Project Managers a Project Management Plan (PMP) that includes a Project Charter, Project Scope, Deliverable Schedule (Work Plan), Risk Management Plan, Change Management Plan, Communications Plan, and Project and Financial Reporting Plan with a process for invoicing within 15 days of each deliverable.
- Work plan will include: project timeline to include meetings, personnel assignments and schedule developed around a work breakdown structure.
- B. Conduct kickoff meeting with the PUA Project Managers and Willdan Project Team to confirm project objectives and timing.

**Deliverables:**

- Agenda for meeting in B provided at least one (1) business day before meeting.
- PMP and Work plan - provided in electronic format (PDF or MS Word).
- Minutes from meetings in A and B.

**Milestone 2: Initial Plan Development Workshop; Profile Regional Needs and Requirements; Review Existing Plans; Review Best Practices and Summary of Needs**

- A. Conduct a plan development workshop with the Law Enforcement Working Group (LEWG) and PUA law enforcement Chiefs and Sheriffs or their designee(s), State law enforcement representatives and other key personnel to identify needs and priorities, document current practices and solicit input to inform the process.
- Coordinate the schedule and all presentations and deliverables with the PUA Project Managers in advance of the workshop.
  - Present the project's objectives, timeline, and methodology.
  - Determine the regional needs and priorities for the MAA and Mobilization Plan.
- B. Prepare a summary report/profile of the regional needs and priorities.
- Summary report/profile will be based on the workshop findings.
  - Additional input may be gathered through other resources such as individual meetings with law enforcement agencies, online surveys, etc.
- C. Obtain and analyze PUA law enforcement agency emergency response plans and other relevant background information through individual agency meetings, phone interviews or other approved surveying methodology.
- Compare documents and data with the current MAA, regional plans and state and national policies/procedures/best practices to ensure consistency and determine gaps or areas for coordination or change.
- D. Conduct a comparative review of other law enforcement specific MAAs, mobilization plans and best practices.
- Identify gaps or shortfalls between local plans and nationally accepted best practices and make recommendations for changes in the current agreements and plans.
- E. Identify points of intersection with the PUA regional Resource Management Plan (RMP), the PUA WebEOC incident management tool and State Emergency Management's (both Oregon and Washington) resource request processes.
- Identify shortfalls and areas for concern and make recommendations on how to correct specific areas where the integration processes between local, regional, state and federal agencies do not intersect.
  - Incorporate into the draft MAA and Mobilization Plan as appropriate.
- F. Prepare a report which includes:
- Analysis of the information gathered from the workshop and additional interviews/surveys: reporting relationships, communications, decision making and operating policies and procedures, etc.
  - Results of the MAA and Mobilization Plan comparative review.
  - Suggested edits to the current MAA.
  - Proposed direction for the development of the regional Mobilization Plan including recommendations for incorporating the regional RMP and WebEOC into the process.

**Deliverables:**

- Agenda for plan development workshop provided at least three (3) business days before meeting.
- Copies of all presentation materials provided in electronic format (PDF or MS Word).
- Report - electronic format (PDF or MS Word).
- Minutes from plan development workshop and all individual agency meeting, interviews and surveys provided in electronic format (PDF or MS Word).

**Milestone 3: Develop and Distribute Draft Plans**

- A. Create the first drafts of the MAA and Mobilization Plan and deliver them to the PUA Project Managers for review.

Draft plans shall:

1. Incorporate information gained from the summary report/profile of regional needs.
2. Describe the operational processes, procedures and timelines.
3. Describe the local and regional specialized teams and equipment.
4. Describe the regional incident command structure in the context of the regional response Concept of Operations.
5. Determine agency responsibilities and authorities.
6. Develop liability/indemnification provision.
7. Establish resource mobilization process.
8. Establish reimbursement procedures for eligible costs incurred when resources are mobilized.
9. Establish threshold criteria/conditions for use of the Mobilization Plan and the authority to grant requests.
10. Include templates and forms for use in activating the plan.
11. Include a description of the tools to be used for tracking and identifying resources, directions on their use and reimbursement procedures.

- B. Distribute draft to regional law enforcement agencies and legal counsel to solicit comments and recommendations to the draft MAA and Mobilization Plan.

- Using solicited input, prepare second draft MAA and Mobilization Plan.

Deliverables:

- Draft MAA and Mobilization Plan – one (1) each to the PUA Project Managers, regional law enforcement agencies and legal counsel in electronic format (MS Word).

**Milestone 4: Review Draft Plans; Second Plan Development Workshop; Solicit Input from Regional Law Enforcement Agencies and Legal Counsel**

- A. Revise initial drafts incorporating comments and recommendations from regional law enforcement agencies and their legal counsel. Present second draft MAA and Mobilization Plan to UAPOC, LEWG and PUA law enforcement Chiefs and Sheriffs.

- B. Conduct a second plan development workshop.

- Coordinate the schedule, presentations and deliverables with the PUA Project Managers in advance.
- Include a web meeting option for those who cannot attend in person to participate and provide comments and recommendations.
- Review the changes to the MAA and provide a briefing on the Mobilization Plan.

- C. Meet with regional law enforcement agencies and legal counsel.

- Meet with identified regional law enforcement agencies to address any remaining concerns/issues with the draft MAA and Mobilization Plan.
- Coordinate through law enforcement agencies to provide information for legal counsel review. Incorporate legal counsel input on the reimbursement and legal/statutory portions of the plan and gain concurrence on the content to ensure it is supported by and compliant with local, state and federal statutes/ordinances and regulations.

Deliverables:

- Agenda for second plan development workshop provided at least three (3) business days before meeting.
- Second Draft of MAA and Mobilization Plan – one (1) each to the UAPOC, LEWG, PUA law enforcement Chiefs and Sheriffs in electronic format (PDF or MS Word).
- Minutes from second plan development workshop in electronic format (PDF or MS Word).
- Minutes from meetings with regional law enforcement agencies, UAPOC and LEWG in electronic format (PDF or MS Word).

**Milestone 5: Final MAA and Mobilization Plan, Executive Summary; Debriefing Session**

- A. Revise and prepare the final MAA and Mobilization Plan.

- Incorporate comments and recommendations from the second plan development workshop, meetings with the regional law enforcement agencies and legal counsel.

- B. Develop a final report with an executive summary.

- Summarize the planning process findings, conclusions and recommendations.
- Include information gathered and compiled in the first report.

- C. Coordinate a final debriefing session with the UAPOC, LEWG and PUA law enforcement Chiefs and Sheriffs.
- Address substantive changes to the MAA and key coordination/information points and responsibilities within the Regional Law Enforcement Mobilization Plan.
  - Address any training requirements that may be necessary.
  - Include a web meeting option for those who cannot attend in person.

**Deliverables:**

- Agenda for final debriefing session provided at least two (2) business days before meeting.
- Final Report - provided in electronic format (PDF or MS Word) to the PUA Project Managers, UAPOC, LEWG and PUA law enforcement Chiefs and Sheriffs.
- Final MAA and Mobilization Plan - provided in electronic format (both PDF and MS Word).
- Minutes and all meeting materials from final debriefing session provided in electronic format (PDF or MS Word).

**Milestone 6: MAA and Mobilization Plan Regional Training Workshop**

- A. Facilitate a regional training workshop on the final MAA and Mobilization Plan.
- Address the salient issues and changes to the MAA and the significant "learning" requirements in the Regional Law Enforcement Mobilization Plan, which law enforcement personnel should have knowledge of and understand in order to successfully implement the plan.

**Deliverables:**

- Agenda provided at least three (3) business days before meeting.
- Copies of all workshop materials provided in electronic format (PDF or MS Word).

**CONTRACTOR PERSONNEL**

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

NAME	ROLE ON PROJECT
FG Dowden, PMP	Project Manager
John Salle	Law Enforcement Subject Matter Expert
Victor Thies	Law Enforcement Subject Matter Expert
Brian Brumfield	WebEOC Subject Matter Expert

**SUBCONTRACTORS**

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

NAME	ROLE ON PROJECT
Nancy Jesuale – NetCity Inc.	Team Lead

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**

The maximum that the Contractor can be paid on this contract is \$171,675 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid to the Contractor may be less than that amount.

The Contractor is entitled to receive progress payments for its work pursuant to the Contract as provided in Exhibit A – Payment and Deliverables Schedule. The City will pay Contractor based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Contractor remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's bills previously submitted for acceptable work performed and approved.

#### **PAYMENT TERMS:**

Payment shall be made to Contractor based upon Exhibit A – Payment and Deliverables Schedule

#### **Hourly Rates**

The billing rates shall not exceed those set forth below:

FG Dowden - \$175.00/hour  
Nancy Jesuale - \$187.50/hour  
John Salle - \$93.75/hour  
Victor Thies - \$125.00/hour  
Brian Brumfield - \$93.75/hour

#### **Standard Reimbursable Costs**

For personnel in travel status, 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 City's Site. All invoices shall be accompanied by receipts and any additional backup that may be appropriate. Reimbursement will be made based on the following guidelines:

1. **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. 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; however, City may elect to arrange travel reservations on behalf of Contractor personnel. Weekend travel is not reimbursable, unless otherwise agreed to by the City's Project Manager in writing. In the event weekend travel is reimbursed, such reimbursement shall be made based on an amount up to and in lieu of any authorized per diem amounts and, if applicable, any other daily expense reimbursement
2. **Rental Cars - Surface Transportation:** Vehicle rental will be reimbursed based on a minimum ratio of one (1) compact auto per two (2) Contractor personnel. Reimbursement for vehicle rental will not be approved for Contractor personnel falling below that ratio. 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. If the City's Project Manager elects to provide a per diem for auto rental, such per diem shall be the same per diem as allowed for City employees.
3. **Lodging:** Contractor shall arrange for their own lodging if required. The City will reimburse Contractor per individual for a 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/PortaVgsaleplhome.dQ?tabId51>.
4. **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.
5. **Personal Entertainment:** Expenses incurred for personal entertainment while traveling on the City business are 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**

Within 15 days of completion of each deliverable, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor. 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, if applicable. 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 after 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 City to Contractor.

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## INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

**SECTION A**

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

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_ Entity \_\_\_\_\_

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

**SECTION B**

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

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

City Project Manager Signature \_\_\_\_\_

Date \_\_\_\_\_

**SECTION C**

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
  - \_\_\_\_\_ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
  - \_\_\_\_\_ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
  - \_\_\_\_\_ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
  - \_\_\_\_\_ D. Labor or services are performed only pursuant to written contracts;
  - \_\_\_\_\_ E. Labor or services are performed for two or more different persons within a period of one year; or
  - \_\_\_\_\_ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACTOR SIGNATURE:**

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

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

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

**Willdan Homeland Solutions**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

184943

Contract No. 30002358

Contract Title: Regional Mutual Aid Agreement Update and Mobilization Plan Development

**CITY OF PORTLAND SIGNATURES:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bureau Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Procurement Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elected Official

Approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Auditor

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Attorney