

**CITY OF PORTLAND**

**CONTRACT FOR GOODS AND SERVICES**

**for**

**TRANSPORTATION AND VISITOR MANAGEMENT SERVICES**

**Contract Number:** \_\_\_\_\_

As authorized by Ordinance No. \_\_\_\_\_ this Contract is made effective on the date of the last signature (“Effective Date”) by and between the City of Portland (“City”), a municipal corporation of the State of Oregon, and Washington Park Transportation Management Association, dba Explore Washington Park (“Contractor” or “Explore Washington Park”), an Oregon Not-for-Profit corporation, by and through their duly authorized representatives. This Contract may refer to the City and Contractor individually as a “Party” or jointly as the “Parties.”

The Term of this Contract shall be for Sixty (60) months from the Effective Date. The expiration date shall be the last day of the 60<sup>th</sup> month. The total not-to-exceed amount under this Contract for the Term shall be \$8,500,000.00, with annual payments and compensation to Contractor in accordance with an approved annual budget as provided below.

Party contacts and Contractor’s and City’s Project Manager for this Contract are:

For City of Portland:	For Contractor:
Project Manager: Victor Sanders	Project Manager: Heather McCarey
Title: City Project Manager	Title: Explore Washington Park Executive Director
Address: 1120 SW 5 <sup>th</sup> Ave. Suite 858	Address: 4033 SW Canyon Rd
City, State: Portland, OR 97204	City, State: Portland OR 97221
e-mail: <a href="mailto:victor.sanders@portlandoregon.gov">victor.sanders@portlandoregon.gov</a>	e-mail: <a href="mailto:heather@explorewashingtonpark.org">heather@explorewashingtonpark.org</a>
Program Coordinator: Danny Dunn e-mail: <a href="mailto:danny.dunn@portlandoregon.gov">danny.dunn@portlandoregon.gov</a>	
Copy to: Jarrad Venegas <a href="mailto:Jarrad.venegas@portlandoregon.gov">Jarrad.venegas@portlandoregon.gov</a>	Copy to:
1120 SW 5 <sup>th</sup> Ave. Suite 858	
Portland OR 97204	

**Scope and Consideration**

(a) Contractor shall timely, fully and satisfactorily perform the Services and provide the Deliverables set forth in the Statement of Work

(b) City agrees to pay Contractor a sum not to exceed \$8,500,000.00 for accomplishment of the Project in accordance with the terms and conditions of this Contract and the approved annual budget(s).

(c) Payments shall be made to Contractor according to the terms of this Contract and pursuant to an approved annual budget. Exhibit A, attached and incorporated hereto, is the approved annual budget for the initial fiscal year (July 1, 2023 to June 30, 2024). Except for the annual budget for the initial fiscal year (July 1, 2023 to June 30, 2024), Contractor shall prepare and submit each proposed annual budget pursuant to the timelines in Deliverable 4 in the Statement of Work, and will make adjustments to the proposed annual budget as requested by the Director of Portland Parks Bureau (PP&R), who shall have the authority to approve annual budgets. The approved annual budget for subsequent fiscal years will supplement this Contract as an administrative change to be supplemental to Exhibit A.

### Recitals:

WHEREAS, the City determined that it is in the best interest of the public for transportation, visitor, and parking services in Washington Park to be managed by an independent non-profit corporation with a Board of Directors comprised of representatives from the public, adjacent neighborhoods, Portland Parks & Recreation, Metro, Portland Japanese Garden, Hoyt Arboretum Friends, World Forestry Center, and TriMet (the “Board”); and

WHEREAS, Explore Washington Park together with its Board fulfills this service and acts as an independent organization with all associated benefits and privileges; and

WHEREAS, Explore Washington Park is a tax exempt, non-profit Oregon Corporation originally organized at the request of the City to fulfill transportation management services in the park, in accordance with the original 6-Party Agreement, now 5-Party Agreement between the City, Metro and the three City of Portland tenants occupying Washington Park (the “5-Parties”); and

WHEREAS, The Board has given many hours of service to Explore Washington Park in the successful management of transportation and visitor services; Explore Washington Park is uniquely qualified to continue the successful management of transportation and visitor services for Washington Park; and

WHEREAS, the City owns Washington Park, which includes the Japanese Garden, the World Forestry Center, the Hoyt Arboretum, several memorials, other Washington Park Attractions, and land adjacent to the Zoo including the parking lots serving the patrons of all Washington Park venues; and

WHEREAS, the City determined that it is in the best interest of the public to cooperatively create and implement an effective transportation and access management system and visitor services for the regionally and nationally significant public attractions and venues within Washington Park through active access management, and other programs to increase the variety of transportation alternatives, including bike and pedestrian paths, to Washington Park; and

WHEREAS it is in the public interest to ensure continued and equitable access to Washington Park venues by the residents of the region, the State of Oregon and international visitors while minimizing transportation, parking and safety impacts to the neighborhoods; and

WHEREAS, the City through Portland Parks and Recreation, in coordination with Metro, serves as a lead partner and performing public fiduciary responsibilities to support fulfillment of this Contract; and

WHEREAS, Explore Washington Park has successfully managed the transportation, parking and visitor services in Washington Park for the last 10 years, as well as the collaboration between the adjoining neighborhoods, the City, Metro, TriMet, and the cultural institutions of the Park, and now is faced with City Charter limitations related to extensions under their old contract in accordance with City Charter, Chapter 2, Article 1, Section 2-105(a)3.; and

WHEREAS, the City intends to fully fund Explore Washington Park for the services in this agreement.

WHEREAS, the Parties mutually desire to enter this new five-year Contract.

THE PARTIES HEREBY AGREE AS FOLLOWS:

## **SECTION 1 DEFINITIONS**

General Definitions. These definitions apply to the entire Contract, subsequent Amendments, and any Change Orders, unless modified in an Amendment. If any definition contains a substantive provision conferring rights and/or obligations upon a Party, then effect shall be given to the substantive provision.

“Acceptance” means the Deliverable demonstrates to the City’s, satisfaction that the Deliverable conforms to and operates according to the Acceptance Criteria.

“Acceptance by the City” means a written instrument by, which the City notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.

“Acceptance Criteria” means functionality and performance requirements determined by the City, based upon the Specifications, which must be satisfied prior to City’s Acceptance of a Deliverable. City and Contractor shall agree upon written Acceptance Criteria as needed if not expressly written into the Statement of Work.

“Acceptance Date” means the date on which the City issues an Acceptance Certificate for the Deliverable(s).

“Affiliates” means, for Contractor, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control. The term “control” means the power to direct or

cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise.

“Amendment” means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions of the Contract, Contract amount, or substantially altering a Statement of Work.

“Business Day” means a twenty-four-hour day, excluding weekends and City holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Calendar Day” means a twenty-four-hour day, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Change Order” means a document, agreed and signed by both Parties, that changes an existing Statement of Work. Change Orders cannot change Contract amount or Master Terms and Conditions.

“Confidential Information” means any information that is disclosed in written, graphic or machine-recognizable form and is marked or labeled at the time of disclosure as being Confidential or its equivalent, or, if the information is in verbal or visual form, it is identified as Confidential or proprietary at the time of disclosure, or a reasonable time thereafter. Information shall always be considered Confidential Information, whether or not it is marked or identified as such, if it is described by one or more of the following categories: (1) non-public financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.345(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) information which is exempt from disclosure per Oregon Public Records Law; (6) attorney/client privileged communications; (7) information which is exempt per federal laws (including but not limited to copyright, HIPPA); and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes, Customizations, Configurations, Updates, Upgrades; and any Documentation. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already lawfully known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party, as shown by reasonable written documentation, without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.

“Contract” means the Master Terms and Conditions including all exhibits, attachments and schedules and their constituent parts listed in the Order of Precedence or incorporated by reference.

“Contract Price” means the not-to-exceed price agreed upon by the Parties for all Services.

“Deliverable(s)” means the Services, Documentation or documents or tangible work products described in the Statement of Work to be provided to the City by Contractor under this Contract.

“Documentation” means user manuals and other written materials in any form that describe the features or functions of the Deliverables and Services, including but not limited to published specifications, online instructions and help, marketing materials, technical manuals, and operating instructions provided by Contractor to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

“Defect” means any error, problem, condition, bug, or other partial or complete inability of a Service, Deliverable or component thereof, to operate in accordance with the applicable Specifications.

“Final Acceptance” means the City has determined that all Deliverables have successfully demonstrated to the City’s satisfaction that all Deliverables conform to and operate according to the Acceptance Criteria and applicable Documentation, representations; and that the Deliverables conform to the Acceptance Criteria or the City’s specified requirements.

“Force Majeure Event” means an exceptional and unavoidable occurrence beyond the reasonable control of the affected Party, such as, riots, epidemics, war, government regulations, labor disputes, fire, natural phenomena, or other causes beyond such Party’s reasonable control.

“Intellectual Property Rights (IPR)” means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, trade dress, moral rights, know-how and any other similar rights or intangible assets to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force.

“Key Personnel” means the specific individuals identified in Section 3.11 to fill Key Positions.

“Key Position” means a job position critical to the success of the Project as identified in Section 3.11 of this Contract.

“Master Terms and Conditions” means the body of text from the preamble through the signature page of this Contract.

“Material Breach” means any breach of this Contract that causes, caused, or may cause substantial harm to the non-breaching Party or substantially deprives the non-breaching Party of the benefit it reasonably expected under this Contract.

“Personally Identifiable Information (PII)” means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, as described in the Oregon Consumer Identity Theft Protection Act.

“Project” means the overall delivery of the Services including, without limitation, design, development, integration, implementation, testing, support, and any Deliverables any of which Contractor may be providing in whole or in part.

“Services” means ordinary or professional services performed by Contractor under this Contract.

“Statement of Work” (SOW) means the written detailed specifications of the Services(s) to be delivered to the City by Contractor, including any Change Orders subject to the terms and conditions of this Contract.

“Subcontractor” means any person or entity under the control of Contractor, other than an employee of Contractor, utilized by Contractor to perform all or part of this Contract.

“Term” means the period of time that this Contract is in effect as stated on page one.

## **SECTION 2 ORDER OF PRECEDENCE**

2.1 Order of Precedence. In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Contract takes precedence over the other for purposes of interpretation. Contractor’s hyperlinks contained herein will not supersede or alter the Master Terms and Conditions. For the avoidance of doubt, no other terms and conditions will override the Parties’ obligations in the Confidentiality, Indemnification, or Choice of Law provisions in these Master Terms and Conditions. In this Contract the order of precedence shall be:

1. Amendments
2. Master Terms and Conditions
3. Exhibit A, Annual Budget
4. Change Orders
5. Exhibit B, Statement of Work
6. Exhibit C (Not Used)
7. Exhibit D, Sample Documents: D-1, Sample Status Report form, D-2 Not Used, D-3 Change Order form
8. Exhibit E, Capital Reserve Account
9. Contractor’s Hyperlinks

## **SECTION 3 GENERAL AND ADMINISTRATIVE PROVISIONS**

3.1 Term. This Contract shall begin on the Effective Date and end upon the expiration date as set forth on page one of this Contract unless terminated or extended under the applicable Contract provisions.

- 3.2 Point of Contact. Contractor shall be the sole point of contact for the City with regard to this Contract.
- 3.2.1 Written Notifications. All notices to, and other written communication between the Parties shall be deemed received five (5) Business Days after being sent by first class mail, or upon receipt when sent by courier services, or by e-mail. All notices and written communications shall be sent to the Parties set forth on page 1 of the Contract, or to such other places as they may designate by like notice from time to time. Each Party shall provide written notice of any changes to the Party's contacts within thirty (30) Calendar Days.
- 3.3 Changes to Contract.
- 3.3.1 Amendment of the Contract. Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Contract as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect. The City reserves the right to make administrative changes to the Contract unilaterally, such as extending option years and increasing compensation. An administrative change means a written Contract change that does not affect the substantive rights of the Parties.
- 3.3.2 Change Orders to a Statement of Work. The City and Contractor can agree to make changes, at any time to a Statement of Work in the form of a Change Order. Contractor agrees to timely alter the delivery of Products or Services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall execute an Amendment to the Contract, and if the amount of such adjustment is not calculable as a function of hours or tasks, the Parties shall negotiate in good faith a modified amount.
- 3.4 Time is of the Essence. The Parties agree that time is of the essence as to the delivery of Deliverables and performance of Services under this Contract. By executing this Contract and accepting the Statement of Work, Contractor agrees that the time limits specified in the Statement of Work are reasonable. By accepting late or otherwise inadequate performance of Contractor's obligations, the City will not waive its rights to require timely performance of Contractor's obligations thereafter.
- 3.5 Late Delivery. In the event that any specified delivery date is not met, Contractor shall be liable for any loss, expense, or damage resulting from delay in delivery or failure to deliver Deliverables or provide Services which is due to any cause except as set forth in Force Majeure. In the event of delay due to any such cause, the City may obtain substitute Services from another source and bill all additional costs directly to Contractor who shall remain financially liable for all additional acquisition costs.

- 3.6 Best Efforts. Contractor shall use best efforts to minimize any delay in the provision of Deliverables or performance of Services. If Contractor anticipates any delay that may prevent timely performance of Contractor's obligations under this Contract, Contractor shall promptly notify the City, including the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures.
- 3.7 City Reporting Requirements. The City is required to track certain types of contract data for reporting purposes. Items which the City must report on may include, but are not limited to, Subcontractor utilization, Minority, Women, Emerging Small Business, Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE) participation and Subcontractor/Supplier Payment. The City will enforce all diversity in workforce and D/M/W/ESB/SDVBE subcontracting commitments made by Contractor in its Proposal/Quote.
- 3.8 Payment. Payment(s) shall be in accordance with the payment schedule set forth in Exhibit A: Annual Budget.
- 3.8.1 Payment shall be issued by the City net fifteen (15) Calendar Days from receipt of a complete and acceptable invoice from Contractor, provided that the City and Metro have first approved the annual Scope of Work and Budget for services under Exhibits A and B of this Contract. The City will make payment to Contractor pursuant to the terms of Exhibit A, and upon receipt of detailed invoices for actual, ongoing, or other expenses for the service period. Invoices shall be entered pursuant to Exhibit A. Any overpayments shall be reconciled according to City accounting standards. Contractor will send invoices pursuant to Exhibit A. Invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; City-required reporting, if any, and the title and phone number of the person to whom payment is to be sent. The City may stipulate how line items are entered on an invoice to ensure compatibility with the City's accounting and financial systems and to facilitate payment to Contractor.
- If, at the end of any FY, Contractor has City funding remaining in any one task area (underspending), Contractor will track and carry over those funds into the new FY in that task area, and such funds will be reflected in the Approved Payment Schedule of Exhibit A. The second payment in a Fiscal Year by City will be proportional to the remaining funds from the prior FY. If Service Level Adjustments require additional funding, EWP may request annual budget adjustments. Funds not expended by Contractor will be held in the Washington Park Trust Fund. Tracking of expenses will be performed monthly by Contractor and delivered to the City in the manner shown in Exhibit A.
- 3.8.2 The City makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, Contractor shall execute the City's standard



ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the City to deposit payment directly into specified Contractor accounts with specified financial institutions. All payments shall be made in United States currency.

3.8.3 At the discretion of the City, EWP may be paid for services provided from July 1, 2023 through December 31, 2023, for the exclusive use of providing the scope of services as outlined in this contract. This payment will be invoiced by EWP, and the Board of Directors of EWP shall place the funds in a restricted account and shall establish a policy that conforms to this section. The policy will restrict the use of the funds so that: 1) funds are placed in a separate, restricted bank account with annual reporting, including ending fund balance, all expenditures from the account, and a description for each expenditure connected to a task of the Contract; 2) funds may be allocated in accordance with the budget approval process in Exhibit A; and, 3) if EWP dissolves, any remaining funds from this account shall be returned to the City's Washington Park Trust Fund.

3.9 Payment of Taxes/Contractor Shall Withhold. Contractor shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance and any other taxes or charges in connection with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to employees. Contractor shall be solely responsible for all such obligations for its employees. Contractor shall also ensure that any Subcontractor shall comply with the foregoing obligations for its employees. The City shall have no duty to pay or withhold such obligations.

### 3.10 Records and Audits

3.10.1 Records Retention. Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract during the Term of this Contract and for a minimum of six (6) years after the expiration or termination date of this Contract or until the resolution of all audit questions or claims, whichever is longer.

3.10.2 City Audits. The City, either directly or through a designated representative, may at its own cost , conduct financial and performance audits of the billings and Products or Services at any time during the course of the Contract and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

- 3.10.3 Access to Records. The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Contract at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon reasonable request.
- 3.11 Overpayment. If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.
- 3.12 Independent Contractor. Contractor is independent of the City and, accordingly, this Contract is not entered into as a joint venture, partnership, or agency between the Parties. No employment or agency relationship is or is intended to be created between the City and any individual representing Contractor. Employees of Contractor and any authorized Subcontractors shall perform their work under this Contract under Contractor's sole control.
- 3.13 Personnel.
- 3.13.1 Key Positions and Personnel. For the period of performance until Final Acceptance has been completed, the Parties have identified Key Positions and Key Personnel as set forth in the table below, along with the percentage of their time to be allocated to the City's Project:

Name	Title/Role	% of Time	Company
Heather McCarey	Executive Director	100	Explore Washington Park

- 3.13.2 Substitution of Key Personnel. Contractor shall make no substitutions of Key Personnel unless the substitution is necessitated by law, illness, death, resignation, or termination of employment. Contractor shall notify the City within ten (10) Calendar Days after the occurrence of any of these events.

Any substitutions or replacements of Key Personnel require notice to the City. Contractor shall provide the City with the maximum possible period of notice of substitution or replacement of Key Personnel.

For any substitute or replacement Key Personnel, Contractor shall provide the following information to the City: a detailed explanation of the circumstances necessitating the proposed substitution or replacement, a complete resume for the proposed substitute(s), and any reasonable additional information requested by the City. Contractor and the Board shall endeavor to ensure Substitutes or replacements should have qualifications comparable to or

better than those of the persons being replaced. No change in Contract prices may occur as a result of substitution or replacement of Key Personnel.

3.13.3 Security Requirements for Personnel.(Not Used)

3.14 Termination. The following conditions apply to termination of this Contract. The City, on ninety-(90) Calendar Days' written notice to Contractor, may terminate this Contract for any reason in the City's sole discretion. In the event of such termination, the City shall pay to Contractor the portion of the not-to-exceed price attributable to all Deliverables Accepted or Services performed and Accepted through the effective date of the termination. In the event of termination all of Contractor's Work Product to date shall be delivered to the City, and it will become and remain property of the City.

3.15 Mutual Agreement. The City and Contractor, by mutual written agreement, may terminate this Contract at any time.

3.16 Material Breach. Either Party may terminate this Contract in the event of a Material Breach of this Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Calendar Days of the notice, then the Party giving the notice shall have the option to: (a) terminate this Contract by giving a written notice of termination, (b) seek any remedies in this Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (c) any combination thereof.

3.17 Force Majeure. Either Party may terminate this Contract due to a Force Majeure event as set forth in Section 5.12, Force Majeure.

3.18 Bankruptcy. The City may terminate this Contract if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.

3.19 Void Assignment. In the event that Contractor assigns its obligations under this Contract to a third party in a manner other than as set forth in Section 5.7, Assignment, the City shall have the option to terminate this Contract without any notice or cure period or further obligation to Contractor or the assignee, and promptly receive a refund for fees paid for Products delivered and/or Services performed by the third party.

3.20 Waiver. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract. The failure of either Party to insist upon any of its rights under

this Contract upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.

- 3.21 Severability. Any section of this Contract which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the City and its successors and assigns.
- 3.22 Business Tax Registration. Contractor shall register for a City of Portland business license as required by Chapter 7.02 of the Code of the City of Portland prior to execution of this Contract. Additionally, 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.
- 3.23 EEO Certification. Contractor shall be certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 5.33.076 of the Code of the City of Portland and maintain its certification throughout the term of this Contract.
- 3.24 Non-Discrimination in Benefits. Throughout the term of this Contract, Contractor shall provide and maintain benefits to its employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.
- 3.25 Sustainability. Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, Contractor is encouraged to incorporate these Principles into its scope of work with the City wherever possible. Therefore, in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of Products or Services that help to minimize the human health and environmental impacts of City operations. Contractor is encouraged to incorporate environmentally preferable Products or Services into its work performance wherever possible. "Environmentally preferable" means Products or Services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the Product or Service.
- 3.26 Packaging. All packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, readily recyclable in local recycling programs, is made from recycled materials, and/or is collected by Contractor for reuse/recycling.

- 3.27 News Releases and Public Announcements. Contractor shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Contract without the express written approval of the City, unless otherwise already approved as part of the Statement of Work. Such approval may be withheld in the City's sole discretion. Contractor shall not use the City seal without specific written permission from the City Auditor. Notwithstanding the foregoing, Contractor may make public announcements or news releases related to the shuttle services, road closures, or other events which are necessary or appropriate in relation to Contractor's provisions of Services under the Statement of Work.
- 3.28 Rule of Construction/Contract Elements/Headings. This Contract has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Contract.
- 3.29 Survival. All obligations relating to Confidential Information; indemnification; publicity; representations and warranties; remedies; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Contract prior to termination or expiration shall survive the termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the City.

#### **SECTION 4 STATUTORY REQUIREMENTS, PUBLIC RECORDS AND CONFIDENTIALITY**

- 4.1 Governing Law and Jurisdiction. This Contract shall be construed according to the laws of the State of Oregon without reference to the conflict of laws' provisions. Any litigation between the City and Contractor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- 4.2 Public Records Request. Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor is public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.

4.3 Public Records. The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon and Portland City Code public records and archiving laws.

4.4 Confidentiality.

4.4.1 Contractor's Confidential Information. During the term of this Contract, Contractor may disclose to the City, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark Confidential Information CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked, or the Contractor's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Contract itself shall not be considered Confidential Information. Subject to Section 4.2, the City shall: (1) limit disclosure of Contractor Confidential Information to those directors, employees, contractors and agents of the City who need to know the Contractor Confidential Information in connection with the City Project and who have been informed of confidentiality obligations at least as strict as those contained in this Contract, and (2) exercise reasonable care to protect the confidentiality of the Contractor Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.

4.4.2 City's Confidential Information. Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use City Confidential Information exclusively for the City's benefit in the performance of this Contract. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors and agents of Contractor who need to know the City Confidential Information in connection with the City Project and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Contract, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use the Intellectual Property Rights of the City without the City's prior written consent.

4.4.3 Scope. This Contract shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. Contractor's confidentiality obligations under this Contract shall survive termination or expiration of this Contract.

- 4.4.4 Equitable Relief. Contractor acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Contract, in the event of a breach or a threatened breach of Contract terms related to Confidential Information or Intellectual Property Rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.
- 4.4.5 Discovery of Documents. In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

## **SECTION 5 CONTRACTOR PERFORMANCE AND WARRANTIES**

- 5.1 General Warranties. Contractor makes the following warranties:
- 5.1.1 Capacity. Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.
- 5.1.2 Authority to Conduct Business. Contractor warrants it is lawfully organized and constituted and duly authorized to operate and do business in all places where it shall be required to do business under this Contract, and that it has obtained or will obtain all necessary licenses and permits required in connection with this Contract.
- 5.1.3 Disclosure of Litigation. Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Contract, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract.
- 5.1.4 Conflict of Interest. Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Contract.

- 5.1.5 Compliance with Applicable Law. Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is currently in compliance with all tax laws.
- 5.1.6 Public Contracts. Contractor shall observe all applicable state and local laws pertaining to public contracts. ORS Chapters 279A and 279B require every public contract to contain certain provisions. To the extent applicable, ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference.
- 5.1.7 Compliance with Civil Rights Act. Contractor warrants it is in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>
- 5.1.8 Respectful Workplace Behavior. The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City of Portland. Contractor warrants its compliance with terms and conditions HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>
- 5.2 Grant Funding. This Contract is currently not using grant funding. However, in the event that City acquires or uses grant funding to pay for any portion of this Contract, the City and Contractor agree to Amend the Contract to include the federally required terms and conditions. General grant terms may be found at <http://www.portlandoregon.gov/bibs/article/455735>
- 5.3 Compliance with Non-Discrimination Laws and Regulations.
- 5.3.1 Nondiscrimination. Pursuant to all City, State, and federal non-discrimination and civil rights laws, Contractor, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, color, national origin, including limited English proficiency, sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income, including in employment practices, the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- 5.3.2 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.



- 5.3.3 Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to withholding of payments to Contractor under this Contract until Contractor complies, and/or cancellation, termination, or suspension of this Contract, in whole or in part.
- 5.3.4 ADA Compliance. Contractor shall comply with the Americans With Disabilities Act (ADA), including any duty the ADA may impose on City or Contractor as a result of the Products, Services or activities requested to be provided for City under this Agreement with regard to buildings, physical facilities or any real property owned or controlled by Contractor.

Contractor shall document each ADA request for modification to the Products or Services and Contractor's fulfillment of the request. If Contractor determines that it is unable to promptly fulfill the request for modification under the ADA, Contractor will contact the City Project Manager within the same business day, proving reasons why Contractor is unable to fulfill the request for modification and to identify alternate accessibility options that Contractor can perform.

Within 15 Business Days after receipt, City and Contractor shall advise the other Party in writing, and provide the other Party with copies (as applicable) of any notices alleging violation of or noncompliance with the ADA relating to the Agreement, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Agreement or the programs, Products, Services or activities that Contractor is undertaking for City under this Agreement. Any permanent modifications required to City property shall not be the financial responsibility of the contractor unless otherwise specifically agreed to in writing.

Contractor's obligation in this Section does not require Contractor to make any addition, alteration or construction to buildings, physical facilities or any real property owned by the City. The City shall be responsible for ADA compliance with regard to any buildings, physical facilities or any real property owned by the City. However, Contractor is encouraged to offer accessibility improvement suggestions for these City owned physical assets that Contractor believes would complement and support Contractor's performance of the Scope of Work under this Contract.

- 5.3.5 Required Reporting. If any person or class of persons files a complaint with Contractor alleging discrimination under Title VI of the Civil Rights Act of 1964 (race, color, or national origin, including limited English proficiency), Contractor will notify the City of Portland of the complaint and cooperate with any investigation related to the complaint. Notifications shall be sent to Title VI Program Manager, 421 SW 6th Ave, Suite 500, Portland, Oregon 97204, or [title6complaints@portlandoregon.gov](mailto:title6complaints@portlandoregon.gov).

- 5.4 Service(s) and Deliverables Warranties. Contractor makes the following warranties:
- 5.4.1 No Third-Party Conflict or Infringement. As of the Effective Date, Contractor warrants the execution and performance of this Contract, shall not contravene the terms of any contracts with third parties or any third-party Intellectual Property Right; and, as of the Effective Date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision. Contractor agrees to promptly notify the City, in writing, if during the Term of the Contract, a potential third-party conflict or infringement of third-party Intellectual Property Rights arises.
- 5.4.2 No Encumbrances. All Deliverables provided by Contractor under this Contract shall be transferred to the City free and clear of any and all restrictions of transfer or distribution and free and clear of any and all liens, claims, security interests, liabilities and encumbrances of any kind.
- 5.4.3 Conformance with Specifications. Contractor warrants that the Deliverables and Services shall operate in conformance with the Specifications.
- 5.4.4 Compliance with Law. Contractor warrants that the Deliverables conform to all requirements of applicable law, including all applicable health, safety, privacy, data security and environmental laws and regulations.
- 5.4.5 Industry Standards. Contractor warrants that the Services performed under this Contract will meet the standards of skill and diligence normally employed by persons performing the same or similar services.
- 5.4.6 Substitution or Modification of Products at No Charge. In the event that Contractor substitutes or modifies the Deliverables, Contractor shall notify the city in writing with respect to any change in schedule and deliverables and obtain a written approval prior to implementation, Such substitutions or modifications shall in no way degrade the performance or functionality of the Deliverables and shall not result in additional cost to the City.
- 5.5 No Waiver of Warranties or Representation. Performance of Services shall not be construed to represent Acceptance nor relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment prior to Final Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.
- 5.6 No Third Party to Benefit. This Contract is entered into for the benefit of the City and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this

Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.

- 5.7 Assignment. Neither Party shall assign, transfer, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Contract that requires the City's prior written consent. Notwithstanding the foregoing: (a) in the event that the City's business needs change or the City enters into an agreement with a provider for outsourcing services, Contractor agrees that the City shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the City's business, including an outsourcing provider, upon written notice to the other Party, (b) Contractor may, without the City's consent, but upon prior written notice to the City, assign its right to payment under this Contract or grant a security interest in such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract; and (c) Subject to Section 5.10, Contractor may subcontract portions of the Services without the consent of the City so long as any subcontract with an annual spend of \$50,000 or more is approved by the Board. Any attempted assignment or delegation in violation of this Section shall be void.
- 5.8 Notice of Change in Financial Condition. Contractor must maintain a financial condition commensurate with the requirements of this Contract. If, during the Term of this Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform the obligations of this Contract, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition is sufficient grounds for terminating this Contract.
- 5.9 Notice of Change in Ownership. If, during the Term of this Contract, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Contract.
- 5.10 Subcontractors. Except as set forth in Section 5.7, Contractor shall not subcontract any work under this Contract without the City's prior written consent. Contractor shall be fully responsible for the acts and omissions of its Subcontractors, including any Affiliates, at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The City reserves the right to review any agreements between Contractor and its Subcontractors for Services authorized under this Contract. For existing subcontractors, EWP shall have until June 30, 2024 to comply with this Section

All D/M/W/ESB/SDVBE (COBID Certified) Subcontractors/suppliers identified in Contractor's proposals shall be used in their proposed capacity during Contract performance. If Contractor

desires to replace any D/M/W/ESB/SDVBE Subcontractors/suppliers under this Contract all substitution requests must have approval from the City's Chief Procurement Officer before such substitutions can be made. In no event shall Contractor subcontract any work, assign any rights, or delegate any obligations under this Contract without the City's prior written consent.

5.11 Flow-down Clauses. Contractor shall include the following clauses, or substantially similar language, in any new subcontracts entered into after the effective date of this this Contract:

Section 4.4, Confidentiality

Section 5.3, Compliance with Non-Discrimination Laws and Regulations

Section 6.1, Hold Harmless and Indemnification

Section 6.2, Insurance

5.12 Force Majeure.

5.12.1 In the event that either Party is unable to perform any of its obligations under this Contract due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.

5.12.2 If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract or any Statement of Work.

5.12.3 If the period of nonperformance due to a Force Majeure Event does not exceed fifteen (15) Calendar Days, such nonperformance shall automatically extend the Project schedule for a period equal to the duration of such events. Any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.

5.12.4 If the period of nonperformance due to Force Majeure Event is longer than fifteen (15) Calendar Days, the Parties shall negotiate options for mitigation of the Force Majeure Event.

5.13 Ownership of Property. All Work Product produced by the Contractor under this Contract is the exclusive property of the City and as a result will be accessible by the public, including but not limited to, Contractor, through the Oregon Public Records Act. "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 generated pursuant to the Statement of Work. 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 Consultant-Architect, and by execution of this Contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product. For the sake of clarity, all materials created by Contractor for internal operational purposes (e.g. personnel records, internal communication, board meeting minutes, etc.) are not “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. Contractor hereby grants to the City a non-exclusive, perpetual, irrevocable license, with the right to sublicense, to disclose, copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing Intellectual Property Rights incorporated into the Work Product(s).

## **SECTION 6 INDEMNIFICATION, INSURANCE, BONDING, LIQUIDATED DAMAGES**

### **6.1 Hold Harmless and Indemnification.**

- 6.1.1 Contractor shall indemnify, defend and hold harmless the City of Portland, its officers, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys’ fees and costs), resulting from or arising out of the actions, errors, or omissions of Contractor or its officers, employees, Subcontractors, or agents under this Contract.
- 6.1.2 Infringement Indemnity. Contractor shall indemnify, defend, and hold harmless the City, its directors, officers, employees, and agents from and against any and all claims, demands, suits, and actions for any damages, liabilities, losses, costs, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged misappropriation, violation, or infringement of any proprietary right or Intellectual Property Right of any person whosoever. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise.
- 6.1.3 Contractor shall indemnify, defend, and hold harmless the City against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the City may be required to pay arising from Deliverables and Services provided by Contractor under this Contract. The City of Portland, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.

- 6.2 Insurance. Contractor shall not commence work until Contractor has met the insurance requirements in this section and Contractor has provided insurance certificates approved by the City Attorney. Contractor shall acquire insurance issued by insurance companies or financial institutions with an AM Best rating of A- or better and duly licensed, admitted and authorized to do business in the State of Oregon.
- 6.2.1 Insurance Certificate. As evidence of the required insurance coverage, Contractor shall provide compliant insurance certificates, including required endorsements, to the City prior to execution of the Contract. The certificates shall list the City as certificate holder. Contractor shall maintain continuous, uninterrupted coverage for the Term of this Contract and to provide insurance certificates demonstrating the required coverage for the Term of this Contract. Contractor's failure to maintain insurance as required by this Contract constitutes a Material Breach of this Contract. Contractor must notify the City in writing thirty (30) Calendar Days prior to a cancellation, non-renewal, or changes to the insurance policy.
- 6.2.2 Additional Insureds. For commercial general liability coverage, Contractor shall provide City with a blanket additional insured endorsement form that names the City of Portland, Oregon, and its officers, agents and employees, as an additional insured. The additional insured endorsement must be attached to the general liability certificate of insurance.
- 6.2.3 Insurance Costs. Contractor shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance.
- 6.2.4 Coverage Requirements. Contractor shall comply with the following insurance requirements:
- 6.2.4.1 Commercial General Liability. Contractor shall acquire commercial general liability ("CGL") and property damage insurance coverage in an amount not less than \$2 million per occurrence for damage to property or personal injury arising from Contractor's work under this Contract.
- 6.2.4.2  Required and attached  Reduced by Authorized Bureau Director  Waived by Authorized Bureau Director  
Automobile Liability. (08/19) Contractor shall acquire automobile liability insurance to cover bodily injury and property damage in an amount not less than \$2 million for each accident. Contractor's insurance must cover damages or injuries arising out Contractor's use of any vehicle.  
 Required and attached  Reduced by Authorized Bureau Director  Waived by Authorized Bureau Director
- 6.2.4.3 Workers' Compensation. Contractor shall comply with Oregon workers' compensation law, ORS Chapter 656, as it may be amended. If Contractor is required by ORS Chapter 656 to carry workers' compensation insurance, Contractor shall acquire workers' compensation coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City for the entire period during which work is performed under this Contract. Contractor

shall acquire workers compensation coverage in an amount not less than \$1 million each accident, \$1 million disease each employee, and \$1 million disease policy limit.

Required and attached  Proof of exemption (Complete Independent Contractor Certification Statement)

6.2.4.4 Professional Liability. Contractor shall acquire insurance to cover damages caused by negligent acts, errors or omissions related to the professional Services, and performance of duties and responsibilities of the Contractor under this Contract in an amount not less than \$1 million per occurrence and aggregate of \$3 million for all claims per occurrence. In lieu of an occurrence-based policy, Contractor may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Contractor acquires an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Required and attached  Reduced by Authorized Bureau Director  Waived by Authorized Bureau Director

6.2.5 Insurance Requirements for Subcontractors. Contractor shall contractually require its Subcontractors to acquire and maintain for the duration of this Contract insurance equal to the minimum coverage limits required above.

6.3 Rolling Estoppel. Unless otherwise notified by Contractor, it shall be understood that the City shall have met all its obligations under this Contract. The City will be conclusively deemed to have fulfilled its obligations, unless it receives written notification of a failure to meet such obligations in the next status report, or within ten (10) Business Days following such failure, whichever is sooner, and Contractor identifies the specific failure in that notification. The City's failure to meet obligations must be described in terms of how it has affected the Project schedule or a specific performance requirement of Contractor.

6.3.1 Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in Project timetable, the standards of performance under this Contract, or the Contract price, if Contractor knew of that problem and failed to provide notification to the City as set forth above or to include it in the applicable status report to the City's Project Manager.

6.3.2 In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's notification should contain Contractor's suggested solutions to the situation. These suggestions should be in sufficient detail so that the City's Project Manager can make a prompt decision as to the best method of dealing with the problem and continuing the Project in an unimpeded fashion.

6.4 Dispute Resolution. Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- 6.4.1 Any dispute between the City and Contractor shall be resolved, if possible, by the Project Manager or their designee on behalf of the City and Contractor.
- 6.4.2 Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- 6.4.3 Should an equitable solution not result from the foregoing, the City and Contractor shall be free to pursue other remedies allowed under this Contract.
- 6.5 Remedies. The remedies provided in this Contract are cumulative and may be exercised concurrently or separately. In the event of any Material Breach by Contractor, which Material Breach shall not have been cured as agreed to between the Parties, the City shall have the ability to pursue the City's rights at law or equity. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

Cost of Cover. In the event of termination of this Contract by the City due to a Material Breach by Contractor, then the City may complete the Project itself, by agreement with another contractor, or by a combination thereof. After termination, in the event the cost of completing the Project exceeds the amount the City would have paid Contractor to complete the Project under this Contract, then Contractor shall pay to the City the amount of the reasonable excess.

Social Media. Contractor will manage social media pages in compliance with the City's Social Media Policy, HR 4.08A. <https://www.portlandoregon.gov/citycode/article/372781>

Video and Audio. Contractor will create video or audio in compliance with the Twenty-First Century Communications and Video Accessibility Act of 2010 and the City's Closed Captioning requirement ARC- BTS 3.04. <https://www.portlandoregon.gov/citycode/article/462666>

Domain Names. Any new domain names required under this Contract must be acquired by the City per Ordinance No. 177852 and City Code 3.15.070(B)12, or a waiver granted by the City's Chief Technology Officer. Domain names must be assigned to the City upon termination of this Contract or abandoned, in the City's sole discretion.  
<https://www.portlandoregon.gov/citycode/article/524341>

Websites Any Contractor's Website created for the City must be compliant with ARC-BTS 3.02. <https://www.portlandoregon.gov/citycode/article/114337> Contractor shall ensure that the webpages comply with version 2.1 Level AA of the "Web Content Accessibility Guidelines"



published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C), or any subsequent version(s) that are published during the term of the Agreement.

## **SECTION 7 MISCELLANEOUS**

### 7.1. Signs and Attachments

Contractor shall not place signage or attachment in or on the Premises, including the exterior, shuttle buses, shuttle stops, buildings and any other structures, to advertise the nature of Contractor's business, without the City's advance written consent. City may refuse consent to any proposed permanent signage or attachment that is in City's reasonable opinion inconsistent with or inappropriate to the Premises. City will not unreasonably refuse consent to any proposed sign. If City approves a sign or attachment, Contractor is required to comply with applicable laws regulating signs, including the Sign Code under Portland City Code Title 32 . Contractor is solely responsible for costs for installation, maintenance, removal and repair of damage related to an authorized Contractor signage. Authorized signage shall be kept in good and safe condition by Contractor. Contractor shall seek the City's consent prior to altering or substituting any authorized signage. City shall not unreasonably withhold approval of Contractor's to install a signage of a temporary nature to the Premises, provided that such signage complies with all applicable laws and City policies and Code.

## **SIGNATURE PAGE**

Contractor represents that Contractor has had the opportunity to consult with its own independently selected attorney in the review of this Contract. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Contract.

This Contract constitutes the entire and sole agreement between the City and Contractor and supersedes all prior and contemporaneous proposals and oral and written agreements, between the Parties on this subject, and any different or additional terms on a City purchase order or Contractor quotation or invoice.

The Parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

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

IN WITNESS WHEREOF, the Parties hereby cause this Contract to be executed.

CONTRACTOR

Washington Park Transportation Management Association, dba Explore Washington Park

\_\_\_\_\_  
 Authorized Signature  DocuSigned by: Dec 21, 2023 | 14:57:53 PST  
 Anna Goldrich 6680A8A4A9164EF...  
 Board Chair Explore Washington Park

Printed Name and Title

Address: 4033 SW Canyon Rd,  
Portland, OR 97221  
 Phone: 503-319-0999  
 Email: anna@hoytarboretum.org

Contract Number: \_\_\_\_\_

Amendment Number: \_\_\_\_\_

Contract Title: Contract for Goods and Services for Transportation and Visitor Management Services

CITY OF PORTLAND SIGNATURES

By: \_\_\_\_\_

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

Adena Long, Director  
Bureau of Parks & Recreation

Approved as to Form:

By: \_\_\_\_\_

Office of City Attorney

**Exhibit A  
Contractor’s Annual Budget**

**Fiscal Year 24-25 Approved Annual Budget**

**Budget for Task 1:** Shuttle Services: \$708,000

Deliverable 1: Free Parkwide Shuttle \$470,000

Deliverable 2: Overflow Parking Shuttle \$238,000

**Budget for Task 2 through 5:** \$747,000

Task 2: Access and Circulation / Equitable Access \$57,000

Task 3: Visitor Services \$120,000

Task 4: Transportation Marketing and Communication \$180,000

Task 5: Internal Organization \$390,000

**Approved Payment Schedule for Contractor’s Annual Budget**

Invoices must be received by City 30 calendar days prior to payment dates shown in schedule below and shall be dated as due on the payment date shown. Contractor to provide Statement of Actual Expenses monthly as shown in Table C, by the 10<sup>th</sup> business day following the prior month. Second annual payments by City will be proportional to any remaining funds in each task area from prior FY.

<b>a. FY 24-25 Approved Payment Schedule and Invoice Template – Effective July 1, 2024</b>									
		<b>FIRST HALF-YEAR PAYMENT (75%)</b>		<b>SECOND HALF-YEAR PAYMENT (25%)</b>				<b>YEAR END BALANCE</b>	
	<b>FY25 CITY FUNDS BUDGET</b>	First FY Payment Amount 7/1/24	EWP Actuals Statement 12/31/24	Second FY Budgeted Payment Amount 1/1/25	<b>LESS FY24 YEAR END SURPLUS</b>	FY Second Payment 1/1/25	EWP Actuals Statement 6/30/25	EWP Year End Task Balance	Under spending
Task 1. Shuttles									
Deliverable 1. Intrapark	<b>= \$470,000</b>	\$352,500	\$	\$117,500	- \$ _____	\$	\$	\$	
Deliverable 2. Offsite	<b>= \$238,000</b>	\$178,500	\$	\$59,500	- \$ _____	\$	\$	\$	
Task 2. Access (TMP) / Equity (DEI)	<b>= \$57,000</b>	\$42,750	\$	\$14,250	- \$ _____	\$	\$	\$	Carried Over
Task 3. Visitor Services	<b>= \$120,000</b>	\$90,000	\$	\$30,000	- \$ _____	\$	\$	\$	
Task 4. Marketing	<b>= \$180,000</b>	\$135,000	\$	\$45,000	- \$ _____	\$	\$	\$	
Task 5. Internal Organization	<b>= \$390,000</b>	\$292,500	\$	\$97,500	- \$ _____	\$	\$	\$	
<b>TOTAL</b>	<b>=\$1,455,000</b>	<b>\$1,091,250</b>	<b>\$</b>	<b>\$363,750</b>	<b>\$0</b>			<b>\$</b>	

**Fiscal Year 23-24 Approved Annual Budget****Budget for Services July 1, 2023 to December 31, 2023: \$618,000****Budget for Services January 1, 2024 to June 30, 2024:****Budget for Task 1: Shuttle Services: \$ 335,730**

Deliverable 1: Free Parkwide Shuttle \$ 266,113

Deliverable 2: Overflow Parking Shuttle \$ 69,617

**Budget for Task 2 through 5: \$655,974**

Task 2: Access and Circulation / Equitable Access \$ 200,000

Task 3: Visitor Services \$ 84,253

Task 4: Transportation Marketing and Communication \$ 180,641

Task 5: Internal Organization \$ 191,080

**Approved Payment Schedule for Contractor's Annual Budget**

Invoices must be received by City January 1, 2024. Payment shall be made by the City 15 business days after approval by City Council. Contractor to provide Statement of Actual Expenses monthly as shown in Table C, by the 10<sup>th</sup> business day following the prior month.

<b>a. FY 23-24 Approved Payment Schedule and Invoice Template – Effective July 1, 2023</b>							
		<b>FIRST HALF-YEAR PAYMENT</b>		<b>SECOND HALF-YEAR PAYMENT</b>			<b>YEAR END BALANCE</b>
	<b>FY23 CITY FUNDS BUDGET</b>	Planned <sup>EWP</sup> Expenditure 7/1/23-12/31/23	EWP Invoicing 12/31/2023	FY Second Payment 1/1/24	EWP Actuals Statement 6/30/24	EWP Year End Task Balance	Underspending
Task 1. Shuttles							
Deliverable 1. Intrapark	<b>= \$579,933</b>	\$313,820	\$313,820	\$ 266,113	\$	\$	Unused budget allocation will be carried over to next FY balance for task; if Service Level Adjustments require additional funding, EWP may request additional annual budget allocation; to be approved through the budget process. Funds not expended by EWP will be held in the Washington Park Trust Fund.
Deliverable 2. Offsite	<b>= \$278,257</b>	\$208,640	\$208,640	\$ 69,617	\$	\$	
Task 2. Access (TMP) / Equity (DEI)	<b>= \$200,000</b>	\$0	\$0	\$ 200,000	\$	\$	
Task 3. Visitor Services	<b>= \$84,253</b>	\$0	\$0	\$ 84,253	\$	\$	
Task 4. Marketing	<b>= \$180,641</b>	\$0	\$0	\$ 180,641	\$	\$	
Task 5. Internal Organization	<b>= \$286,620</b>	\$95,540	\$95,540	\$ 191,080	\$	\$	
<b>TOTAL</b>	<b>= \$1,609,704</b>	<b>\$618,000</b>	<b>\$618,000</b>	<b>\$991,704</b>		<b>\$</b>	<b>\$</b>

**Subsequent fiscal year budget will be proposed, reviewed, revised, and adopted pursuant to “Scope and Consideration” above, and Deliverable 4, and will be made supplements to Exhibit A.**

<b>c. Contractor Monthly Statement by Task Report – Updated Annually with Approved Budget</b>																	
				CONTRACTOR MONTHLY EXPENDITURES (CITY FUNDING ONLY)													
	STARTING YEAR FY25 BUDGET	LESS FY24 YEAR END BALANCE	CITY FUNDS FOR FY25 BUDGET	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Running Available Balance	
Task 1. Shuttles																=	
Deliverable 1. Intrapark	\$470,000	-\$0	= \$470,000													=	
Deliverable 2. Offsite	\$238,000	-\$0	= \$238,000													=	
Task 2. Access (TMP) / Equity (DEI)	\$57,000	-\$0	= \$57,000													=	
Task 3. Visitor Services	\$120,000	-\$0	= \$120,000													=	
Task 4. Marketing	\$180,000	-\$0	= \$180,000													=	
Task 5. Internal Organization	\$390,000	-\$0	= \$390,000													=	
<b>TOTAL</b>	<b>\$1,455,000</b>	<b>\$0</b>	<b>= \$1,455,000</b>														

To be sent monthly to City’s Project Manager by the 10<sup>th</sup> business day following the prior month.

## **Exhibit B Statement of Work**

### **SECTION 1 SUMMARY**

The purpose of this Agreement is to provide the ongoing management for transportation and visitor services in the Park.

Contractor is tasked with managing transportation and visitor services in Washington Park, with management to be completed generally in accordance with principles and practices applicable to management of a public asset and specifically in accordance with the terms and conditions of this Agreement and the statement of work contained herein.

Contractor shall oversee the Transportation and Parking Management Program for Washington Park on behalf of the City and for the benefit the public, including:

- Transportation within the park, including movement of visitors between destinations;
- Ensuring access to parking and parking management programs that encourage visitation;
- Streamlining the collection of Park visitor and transportation statistics and data;
- Improving metrics for establishing transportation and parking best practices;
- Ensuring better coordination with the many venues within the Park;
- Management of specific plans related to marketing, planning, and wayfinding.

### **SECTION 2 SCOPE OF WORK**

Contractor shall perform transportation and parking management programming, short and long- term transportation management planning, marketing and advertising of transit and transportation options, and intrapark and overflow parking shuttle services for Washington Park, and is authorized by the City to operate within Washington Park to perform the services. Responsibilities also include, but are not limited to, coordinating grant opportunities and carrying out business functions through its independent Board of Directors. These efforts are to sustainably improve access, provide a positive guest experience, and support venue success through transportation and coordination.

### **SECTION 3 WORK DELIVERABLES**

Task 1: Shuttle Services

Deliverable 1: Free Parkwide Shuttle

Deliverable 2: Overflow Parking Shuttle

Task 2: Access and Circulation / Equitable Access

Deliverable 1: Transportation Management Plan and Programs

Deliverable 2: Equity Access Plans and Programs

Task 3: Visitor Services

Deliverable 1: Visitor Services Program

Task 4: Transportation Marketing and Communication

Deliverable 1: Awareness Plans and Programs

Task 5: Internal Organization

Deliverable 1: Explore Washington Park Board

Deliverable 2: Transportation Advisory Committee

Deliverable 3: Other Committees

Deliverable 4: Budget, Service Delivery Plan, Annual Report

Deliverable 5: Data Management

### **Task 1: Shuttle Services**

1. Deliverable 1: Operate and Manage Free Intrapark Shuttle. Contractor will sub-contract a shuttle service to move visitors and employees between park destinations, reducing vehicle trips within the park. The intrapark shuttle will be free of charge and achieve the following:
  - a. The shuttle operates on a schedule that services Hoyt Arboretum, Portland Japanese Garden, Oregon Zoo, World Forestry Center, International Rose Test Garden, the archery range, Lewis and Clark Circle, the Holocaust Memorial, and other stops as agreed upon with City.
  - b. The shuttle shall provide ADA service to all stops.
  - d. Language and logomarks showcasing City's partnership with Contractor to create improved access using parking funds for this project may be promoted on the shuttle. EWP may install signage at stops and stop improvements with City approval. During road closures or other unforeseen delays, EWP may install and promote schedule change notices without City approval.
  - e. Contractor will collect data on shuttle ridership and shuttle performance.
2. Deliverable 2: Operate and Manage Overflow Parking Shuttle. Contractor will sub-contract a free parking shuttle to move visitors between the park and off-site parking locations during peak times of the year on a schedule approved by the Contractor's Board of Directors. The overflow shuttle will achieve:



- a. The shuttle shall provide ADA service during operation.
- b. Contractor will collect data on shuttle ridership and shuttle performance.

## **Task 2: Access and Circulation / Equitable Access**

1. Deliverable 1: Transportation Management Plans and Programs. Contractor will provide transportation demand management plans and programs. Specifically, these plans and programs will be detailed in a Transportation Access Plan (TAP). The TAP will achieve:
  - a. Annual data reports
  - b. 10-year attendance projection and goals from PPR, WFC, ZOO, PJG, and Hoyt
  - c. Parkwide mode-split goal needed to support 10-year attendance projections with existing on-site parking.
  - d. A list of transportation demand management strategies
  - e. Parking feasibility analysis
  - f. Tactics to address public safety in the parking lots.
  - g. A prioritized list of capital improvement projects.
  - h. Contractor will deliver a draft for review to City and Metro by December 31, 2024. City and Metro will provide input to the plan. Contractor will update the plan and present City and Metro a final draft 30 days after receiving City's feedback. The City will accept the deliverable no later than the Acceptance Date of April 1, 2025. The plan is to be presented to City Council and Metro Council or its designee with the entirety of the TMP update for final approval before July 1, 2025.
  - i. On an annual basis, utilize the Parking Management Toolkit to create recommendations for parking prices for the following year. Contractor will deliver a draft proposal for review to City and Metro by September 30 annually. City and Metro will provide input to the proposal. Contractor will update the proposal and present City and Metro a final draft 30 days after receiving City's feedback to then be presented to the City and Metro for final approval after other reviews pursuant to other agreements related to parking pricing in the park.
  - j. Implement strategies as outlined in the approved Transportation Plan to meet overall program and plan goals and outcomes.
2. Deliverable 2: Park-Wide Equity Access Plan and Programs (DEI). Contractor will convene a DEI committee and involve internal and external stakeholders to maintain an Equity Access Plan and associated programs that will have measurable goals and metrics and provide for annual reviews of DEI programs. Specifically, plans and programs will achieve:
  - a. Ways to increase visitors from BIPOC communities and strategies to provide affordable transportation options to the park.
  - b. Build relationships and partnerships with BIPOC community groups to provide resources for accessing Washington Park.

### **Task 3: Visitor Services**

1. Deliverable 1: Visitor Service Program. Contractor will provide visitor service kiosks and field staff during the peak season, and limited services in the off-peak season.
  - a. Field staff achieve improved customer service by providing support at kiosks, via phone, e-mail, and on shuttles, giving wayfinding information and directions and support to visitors.
  - b. Program also includes parkwide trainings for cross-venue promotion.
  - c. Kiosk locations, signage, and designs shall be approved by the City.
  - d. WIFI hot spots and drinking fountains.

### **Task 4: Park-wide Transportation Marketing and Communication**

1. Deliverable 1: Manage Park-Wide Transportation Marketing. Contractor will manage parkwide marketing plans and programs related to transportation, visitor services and access in Washington Park. This includes websites, social media, and other forms of communication. Specifically, Contractor will maintain and implement a marketing plan, and will achieve:
  - a. Contractor will deliver a Marketing Plan for review to PP&R. City will provide input to the plan. Contractor will update the plan and present City a final draft 30 days after receiving City's feedback. The plan is to be presented to City Council with the entirety of the TMP update for final approval before July 1, 2025.
  - b. After approval, Contractor may perform the transportation and access marketing promotions and associated external messaging, such as press releases announcing such promotions, as outlined within the approved plan, without further City approval, including utilizing the City and Washington Park logomarks. In the interim, Contractor may implement prior City approved marketing plans and programs.
2. Deliverable 2: Brand and Wayfinding Plan. Contractor has completed a draft Wayfinding Plan and it has been accepted by the Explore Washington Park Board of Directors.
  - a. If, at City's sole discretion, the City determines that Contractor will manage all or portions of a wayfinding or other signage system, including to install and/or maintain signs on City property, City may develop a change order or separate Non-Park Use Permit related to wayfinding or sign installation, creation, and final drawings and design to be installed and managed by Contractor.

## Task 5: Internal Organization

1. Deliverable 1: Explore Washington Park Board
  - a. The Explore Washington Park Board (Board) will consist of a single representative from each of the following Metro (Zoo), World Forestry Center, Japanese Garden Society of Oregon, Hoyt Arboretum Friends Foundation, TriMet, Arlington Heights Neighborhood Association, Sylvan-Highlands Neighborhood Association, Portland Parks & Recreation, and two at large members appointed by the Commissioner-in-Charge-of Parks and in accordance with its Bylaws.
  - b. Board approval and submission for plans, budgets, or reports in relation to this Contract shall not be considered acceptance or authorization from the City.
2. Deliverable 2: Transportation Advisory Committee (TAC). Contractor will convene and manage the Transportation Advisory Committee which will consist of a representative of each of the Park venues and may, from time to time consist of other external stakeholders as may be deemed necessary or appropriate by the City and Contractor. The TAC will allow the representative Park venue stakeholders to provide feedback on transportation related work that Contractor and City are conducting, respectively. These reviews will achieve, among other things, initial opportunities for review of the following:
  - a. The Contractor Annual Service Delivery Plan and Budget
  - b. Transportation Access Plan
  - c. Contractor recommended parking rate structure
  - d. Annual Cost Benefit Analysis and Transportation Report
3. Deliverable 3: Other Committees. Contractor may host the Marketing Committee which will consist of a representative of each of the Park venues and may, from time to time consist of other external stakeholders as may be deemed necessary or appropriate by the City and Contractor; the DEI Committee, which will consist of a representative of each of the Park venues and may, from time to time consist of other external stakeholders as may be deemed necessary or appropriate by the City and Contractor; and, the Safety and Security Committee which will consist of a representative of each of the Park venues and may, from time to time consist of other external stakeholders as may be deemed necessary or appropriate by the City and Contractor.
4. Deliverable 4: Budget, Service Delivery Plan, Annual Report. Contractor develops an annual budget and Service Delivery Plan for the tasks and deliverables outlined in this Contract. Contractor shall:
  - a. Deliver a draft of the plan and budget for review to City and Metro by April 30 annually so that it may be incorporated into this contract (Exhibits A, B and C, respectively) for the

following fiscal year. City and Metro will provide input to the draft. Contractor will update the plan and budget and present City and Metro a final draft 30 days after receiving City's and Metro's feedback to then be presented to the City and Metro for final approval, no later than June 30th annually.

- b. Contractor will produce an Annual Transportation Report and Cost Benefit Analysis that details work conducted by Contractor in the Tasks and Deliverables of this Contract, among other programs and services that may be separate from this Contract that Contractor performs. Contractor will make the report publicly available and present the report to City Council at least once annually. The report will include, among other things: an analysis of the cost of programs, cost of tasks and deliverables, park visitor data, operating costs per passenger on shuttle services by season, and by service, and other performance metrics; mode split and demographic data reporting for the year; and, list of firms and organizations contracted with and for what purpose.
5. Deliverable 5: Data Management. Contractor will collect and manages various data elements related to visitation, transportation, and shuttle services. Data management efforts will identify, evaluate, monitor, and report on data around equity, marketing, parking, modes split, shuttle ridership, attendance, weather, user experience, vehicle miles traveled, , and provide dashboards or annual updates on these metrics related to transportation goals.

## SECTION 4 SCHEDULE

Deliverable 4 will be delivered to the designated Program Coordinator and Metro's Zoo Director no later than April 30 on an annual basis. City and Metro will provide comments which Contractor will respond to and return an updated version to City and Metro for approval no later than 30 calendar days after receiving the feedback. All Acceptance Criteria will be met for the City to accept the deliverable no later than the annual Acceptance Date of June 30.

Except where Deliverables or Tasks have specific listed delivery dates, all other deliverables and tasks may be considered ongoing work products subject to status reports provided in Section 5.

## SECTION 5 PROJECT MANAGEMENT

### 5.1 Status Reports

Contractor shall summarize activities under this Contract in written quarterly status reports that may be presented to City at the Explore Washington Park Board of Director meeting. The status reports shall include summaries of all activities, shuttle ridership, visitor service engagement, marketing activity, committee meeting summaries, and deliverables completed in the prior week/month. The report shall

include a list of any delayed items, a description of the cause of the delay, schedule impact, and a proposed method of resolution. Delayed items shall be carried over onto subsequent reports until resolved.

## 5.2 Place of Performance

Contractor shall provide City with services at City locations as directed by the designated Program Coordinator. Some portions of the work will be performed at Contractor facilities as agreed with the designated Program Coordinator.

## 5.3 Program Coordinator

The City's designated Program Coordinator will be Danny Dunn. The City may change City's Program Coordinator from time to time upon written notice to Contractor. Contact Information:

e-mail: [danny.dunn@portlandoregon.gov](mailto:danny.dunn@portlandoregon.gov)

Phone: 971-288-7740

**Exhibit D  
Sample Forms**

**Exhibit D-1: STATUS REPORT**

<b>BUREAU NAME</b>		<b>Bureau Logo</b>	
<b>Contractor</b>		<b>Project Title</b>	
<b>Contract No.</b>		<b>Report Date</b>	
<b>Contract Date</b>		<b>Submitted by:</b>	

**1. Key Status Indicators:**

Description	No	Yes	Explanation
Has scope changed?			
Will target dates slip?			
Are there resource problems?			
Any other issues?			

**2. Major Activities Completed For Reporting Week (Key Accomplishments):**

Activity	Comment(s)

**3. Major Activities Planned For Reporting Week and Not Completed:**

Activity	Comment(s)

**4. Major Activities Planned For Next Week:**

Activity	Comment(s)


**5. Status of Key Team Deliverables:**

Deliverable	Comment(s)

**6. Major Issues Requiring Immediate Attention:**

Issue	Resolution

**7. Weekly Summary of Performance by Individual**

Individual's Name:

Scheduled Activities	complete	incomplete	Comment(s)

Individual's Name:

Scheduled Activities	complete	incomplete	Comment(s)

**Exhibit D-2: Not Used**



**Exhibit D-3: CHANGE ORDER**

	<b>Portland Parks and Recreation Bureau</b>	<b>LOGO</b>

**CHANGE ORDER**

<b>Contractor</b>		<b>Project Title</b>	
<b>Contract No.</b>		<b>Change Order No.</b>	*SAMPLE*
<b>Contract Date</b>		<b>Change Order Date</b>	

Select	Type	Description and Reason for Change	Modification to:
	Time		Project Schedule and/or Contract
	Scope or Specifications		Statement of Work Acceptance Test Plan
	Deliverables		Statement of Work Acceptance Test Plan
	Price		Statement of Work and/or Contract
	Terms and Conditions		Request Amendment to Contract
	Other		

1. Additional time is necessary and the Project Schedule for the Statement of Work or a specific Deliverable is hereby extended through (DATE) or modified as shown on the attached Project Schedule.
2. Additional work or a change in work or Specifications is necessary. For example, changes to the Statement of Work, Deliverables and/or the Acceptance.
3. A price adjustment is necessary for the following Deliverables. These changes will NOT affect the total not-to-exceed value of the Contract. For example, price changes that show the original price and the modified price.

4. An Amendment to the Contract is requested for the following reasons. For example, any change to the total value of the Contract, the term or ending date of the Contract, or the Contract terms and conditions requires an Amendment.

The Change Order is subject to the terms and conditions of the above-referenced Contract.

The rest of the Statement of Work shall remain unchanged and in full force and effect.

**CITY OF PORTLAND**

**CONTRACTOR**

Authorized Signature

Date

Authorized Signature

Date

Printed Name

Printed Name

City Project Manager

Title

Title

**Exhibit - E**

**Accounting Balance of Unspent Reserve Funds**