

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

CONTRACT NUMBER 30003708

TITLE OF WORK PROJECT
Portland Sunday Parkway Volunteer and Course Management

This contract is between the City of Portland ("City," or "Bureau") and Axiom Event Productions, hereafter called Consultant. The City's Project Manager for this contract is Linda Ginenthal.

Effective Date and Duration

This contract shall become effective on December 1, 2013 . This contract shall expire, unless otherwise terminated or extended, on October 31, 2015.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$239,000 for accomplishment of the work.
 (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

=====

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Axiom Event Productions, LLC

Address: 6823 N Michigan Ave, Portland, OR 97217

Employer Identification Number (EIN): 46-3430970

City of Portland Business Tax Registration Number: 756079

Citizenship: Nonresident alien Yes No

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

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

=====

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

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

4. Early Termination of Contract

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

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

5. Remedies and Payment on Early Termination

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

6. Assignment

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

7. Compliance with Applicable Law

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

8. Indemnification for Property Damage and Personal Injury

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

9. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

Required and attached or Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

Required and attached or waived by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Required and attached or waived by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains 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 or waived by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the

same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant 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 Consultant 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. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant 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 Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

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

11. EEO Certification

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

12. Equal Benefits

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

13. Successors in Interest

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

14. Severability

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

15. Waiver

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

16. Errors

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

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

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

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

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

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

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

23. Audits

(a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

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

24. Electronic Signatures

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

25. Merger Clause

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

26. Dispute Resolution/Work regardless of disputes

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

27. Progress Reports: / Applicable / / Not Applicable

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

28. Consultant's Personnel: / Applicable / / Not Applicable

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

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

30. Third Party Beneficiaries

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

=====

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

The contractor shall provide all labor, equipment and materials as required to supply, train, and manage the volunteers for PBOT's Sunday Parkways events during the 2014 and 2015 seasons. Volunteers are needed before, during and after each Sunday Parkways event. Each Sunday Parkways will require approximately 300 to 400 volunteer shifts on the day of the events. Additional volunteers will be utilized to distribute materials to area businesses and community venues throughout the summer. Most volunteer job shifts will range from 2-3.5 hours, depending on the assignment. Additionally, the contractor shall develop detailed course management plans and provide outreach and communications support to Sunday Parkways, and manage park/marketplace logistic on the day of each event. Periodic reports and a final report shall be submitted.

The contractor shall perform the tasks listed below for this project, and shall be expected to work closely with City personnel to accomplish these goals:

General

1. Attend weekly meetings, as needed.
2. Provide monthly billing
3. Write event and final evaluation reports

Outreach Materials Distributions

1. Distribute flyers and posters to area venues
2. Distribute door hangers to homes along and effected by routes

Volunteer recruitment, training, management, cultivation

1. Volunteer Recruitment
 - a. Recruit volunteers to cover all volunteer positions. For each event there are expected to be 300 to 400 volunteer shifts.
 - b. Recruit route volunteers to set up and break down and manage neighborhood traffic on routes including barricades, detour signage and other traffic control items.
 - c. Recruit volunteers to distribute materials including:
 - i. Flyers and posters to area businesses and community venues
 - ii. Door hangers to on route and route effected residents
 - d. Recruit volunteers to engage in fundraising phone banks and other fundraising activities.
 - e. Recruit volunteers to serve as roving mechanics, medics, photographers, and survey takers.
 - f. Recruit volunteers to do office work and attend pre-event packing.
 - g. Provide online, phone and other venues for volunteer sign up including information and sign up for training and orientation.
 - h. Develop and post volunteer recruitment e-newsletters for each event and one pre- and post-season volunteer e-newsletter.
 - i. Develop and post social media and other electronic volunteer recruitment messaging.
 - j. Work with City Sunday Parkways and other agency staff to incorporate groups, sponsors and organizations into the volunteer program.
 - k. As a priority, work with organizations and groups that work with people of color, low-income families and Hispanic/Latino communities to recruit and involve these constituencies into the volunteer program.
2. Volunteer Training
 - a. Train all volunteers on their roles and responsibilities to complete their volunteer assignments successfully. This may include training materials and translation services for languages in addition to English.
 - b. Provide online and on-sight training materials for all day of event volunteer positions
 - c. Provide volunteer job descriptions for each volunteer position including but not limited to the following:
 - i. Intersection "Superheroes" Coordinators
 - ii. Intersection "Superheroes"
 - iii. Mobile "Superheroes"
 - iv. Parks and Marketplace Coordinators
 - v. Information Booth Superstars

- vi. Route Set Up and Route Take Down
 - vii. Parks Set Up and Clean Up
 - viii. Detour Sign Distribution Volunteers
 - ix. Roving Mechanics
 - x. Roving Medics
 - xi. Photographers
 - xii. Pre-event Packing Volunteers
 - xiii. Fundraising Volunteers
3. Volunteer Management
 - a. Coordinate and manage volunteers for each Sunday Parkways
 - b. Assign at least one staff member to coordinate and manage volunteers from each of 3 or 4 Park/Marketplace locations for each Sunday Parkways
 - c. Assign volunteer management staff and/or volunteers to be responsible for volunteer check in, volunteer training, volunteer transition, route opening and closing, and trouble shooting on the day of the events
 - d. Assign at least one staff member to coordinate and manage parks and marketplace logistics for each of 2 or 3 Park/Marketplace locations for each Sunday Parkways
 - e. Assign Park/Marketplace management staff and/or volunteers to be responsible for volunteer check in, volunteer training, volunteer transition, vendor and sponsor check in, parks set up and clean up, information booth set up and take down, sign and banner set up and take down, parks/marketplace recycling, garbage, and composting monitoring and disposal at provided dumpsters and other City-provided receptacles, coordination with Community Service assigned personnel, and trouble shooting on the day of the events
 - f. Provide all staff and lead volunteers' cell phone numbers or walk-talkies to be utilized on the day of the event to assist in coordination with PBOT, Police and Parks staff.
 - g. Ensure all volunteers sign a City approved waiver before their shift along with providing emergency contact information.
 - h. Act as the conduit for communications for lost children/parent/guardians
 4. Volunteer Supplies
 - a. Provide volunteers with the supplies and instructions that they need to successfully complete their volunteer assignments.
 - b. Provide all volunteers with Sunday Parkways t-shirts.
 - c. Provide day of event volunteers with snacks and water.
 5. Volunteer Plans
 - a. Provide to PBOT a detailed deployment plan for each event that outlines the following:
 - i. Intersection priorities for coverage
 - ii. Intersection assignments for Mobile Superheroes
 - iii. Division of sectors by staff member
 - iv. Parks/Marketplace coverage by staff members
 - v. Deployment strategies for groups and organizations/businesses
 6. Database Information Regarding Volunteers
 - a. Provide volunteer contact information for inclusion into the Sunday Parkways Database in a format that can electronically transfer data from contractor's files.
 7. Volunteer Cultivation
 - a. Provide opportunities for volunteers to gain valuable experience in developing work and leadership skills as part of their volunteer experience.
 - b. Coordinate volunteer leadership thank you's.
 - c. Explore new leadership roles for volunteers to play with the Sunday Parkways program.
 8. Volunteer Reporting
 - a. Provide a detailed report after each Sunday Parkways event outlining the following:
 - i. Volunteers utilized by positions.
 - ii. Narratives from each Superhero Coordinator and Parks Coordinators with brief descriptions of what went well, areas for improvement, and summary of route and other recommendations.
 - b. Provide comprehensive end of season report with evaluation of the systems, protocols, and management of volunteers and the full scope of all contract deliverables.
 - c. All reports shall be submitted electronically in Word, Excel and/or PDF formats as applicable.

Course Management includes:

1. Develop plans and implement route signage including distribution and collection for traffic circles, slow signs, pre-event street will be closed signs, detour signs, route corner and sponsor signs, and other signage.
2. Ensure route set up and take down is completed on time on the day of events.
3. Provide to PBOT a detailed detour sign plan for each event.
4. Conduct participant counts at each event
5. Provide water stations and up to 12 canopies
6. Distribute and pick up Parks and Marketplace materials for each event

7. Work in close coordination with Police and Traffic Engineering staff regarding route management to develop a cogent plan and strategies to manage course flow and traffic
8. Provide on-site course problem-solving for issues as they arise during the day

The City project manager will oversee the contractor's work and provide support, as needed. Specific duties the City will perform include:

- Plan and implement all logistics, parks/marketplace activities and vendor/sponsor placement, signs and parks/marketplace site plans, traffic control, print promotional materials design, production, and printing, media and public relations, permitting with all appropriate agencies, rental of portable toilets along the routes for use by volunteers, and garbage, recycling and composting at parks/marketplaces.
- Schedule weekly meetings with the proposer (or as needed)
- Provide oversight and communication regarding the Portland Sunday Parkways event planning and implementation
- Maintain City of Portland Sunday Parkways Individual Database with capabilities to run volunteer reports
- Train contract staff on the use and utilities of the database
- Assign appropriate PBOT staff to manage the contract and staff to work with the contractor on the day of event to manage all aspects of the contract and deliverables

The City will provide the successful Proposer with office space at a PBOT office, office supplies for detour and other signage, signage, maps and packet materials for volunteers, and translation services, as needed.

Deliverables and schedule for this project include:

- 1) Volunteer names, phone and/or email and organizational affiliation (if affiliated) for entry into the City of Portland Sunday Parkways Individual Database for each volunteer signed up and confirmed with the volunteer job(s) and shift(s) assigned at the following intervals before each Sunday Parkways event:
 - a) One month before - 1/4 of all shifts are filled
 - b) Two weeks before the event - 1/3 of all shifts are filled
 - c) One week before the event - 1/2 of all shifts are filled
 - d) Noon on Saturday before the event - all volunteers shifts filled
- 2) Inputting all volunteers into the City of Portland Sunday Parkways Individual Database with all relevant information as part of managing, recruiting and organizing volunteers.
- 3) Providing a report electronically via email or USB drive/CD as appropriate, after each Sunday Parkways outlining the volunteers assigned, utilized and their assigned jobs and a list of organizations participating in the recruitment of volunteers with contact information. The report shall also include a brief description of things that went well, areas for improvement, and a summary of recommendations.
- 4) Submitting final season reports electronically via email or USB drive/CD as appropriate, due October 31st of 2014 and 2015 with a recap of the brief event reports along with a more comprehensive evaluation of the systems, protocols and management of volunteers and the full scope of the contract deliverables.
- 5) Attendance at Portland Sunday Parkways meetings (weekly or bi-weekly, as needed)

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Neal Armstrong	Project Manager
Phil Barber	Primary Volunteer Coordinator
Lydia Cox	Volunteer Coordinator
Elizabeth McGown	Volunteer Coordinator
Brad Nelson	General Manager
Brian Hinsley	Supply Driver
Cathy Cibor	Parks/Marketplace Coordinator
Jessica Roberts	Parks/Marketplace Coordinator
Rebecca Crockett	Parks/Marketplace Coordinator
Ben Mendenhall	Parks/Marketplace Coordinator
Katie Steinheuer	Parks/Marketplace Coordinator

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
None		\$

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

COMPENSATION

The maximum that the Consultant can be paid on this contract is \$239,000 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work. It is City policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

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

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

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed those set forth below:

Staff	Position	Rate/Hr
Neal Armstrong	Project Manager	\$ 63.00
Phil Barber	Primary Volunteer Manager	\$ 43.00
Brad Nelson	General Manager	\$ 63.00
Elizabeth McGown	Volunteer Coordinator	\$ 27.00
Lydia Cox	Volunteer Coordinator	\$ 27.00
Brian Hinsley	Supply Driver	\$ 22.00
Cathy Cibor	Parks/Marketplace Coordinator	\$ 15.00
Jessica Roberts	Parks/Marketplace Coordinator	\$ 15.00
Rebecca Crockett	Parks/Marketplace Coordinator	\$ 15.00
Ben Mendenhall	Parks/Marketplace Coordinator	\$ 15.00
Katie Steinheuer	Parks/Marketplace Coordinator	\$ 15.00

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

- Volunteer Group Grants
- Volunteer T-Shirts
- Door Hanger and Flyer Distribution Service
- Event Logistical Supplies Fee at up to \$1,500 per event
- Event Delivery Truck Rentals

[Since they are not using Subconsultants on this project, do we need to keep this section in the contract?]

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed %.

Adjustment of Labor Rates Due to Inflation

Annual adjustment of hourly rates will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the contract;
- No more than one increase shall be granted per contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

Progress Payments

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

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

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <http://www.portlandoregon.gov/bfs/article/409834?>

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST SIGN HERE:

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

Contractor Signature: _____ Date: _____ Entity: _____

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST COMPLETE THE FOLLOWING INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT:

As an independent contractor, I certify that I meet the following standards:

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

Contractor: check four or more of the following:

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

Contractor Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONTRACTOR DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

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

City Project Manager Signature

Date

CONSULTANT SIGNATURE:

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

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

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

Axiom Event Productions

BY: _____ Date: _____

Name: Neal Armstrong

Title: Project Manager

CONTRACT NUMBER: 30003708

CONTRACT TITLE: Portland Sunday Parkway Volunteer and Course Management

CITY OF PORTLAND SIGNATURES:

By: Not Applicable Date: _____
Bureau of Transportation Director, Leah Treat

By: _____ Date: _____
Chief Procurement Officer

By: Not Applicable Date: _____
Elected Official

Approved:

By: Not Applicable Date: _____
Office of City Auditor

Approved as to Form: APPROVED AS TO FORM

By: James H. Van Dyke Date: 11/22/13
Office of City Attorney
CITY ATTORNEY