

AGREEMENT

This Agreement (the "Agreement") is entered into this _____ day of _____, 2012, by and between the Harper's Playground ("HP"), an Oregon nonprofit corporation, and the City of Portland, ("City"), by and through its Portland Parks & Recreation ("PP&R"), a municipal corporation duly organized and existing under the laws of the State of Oregon. The purpose of this agreement is to establish a roles and responsibilities to support the design, construction and ongoing maintenance of a new playground at Arbor Lodge Park.

RECITALS:

1. Arbor Lodge Park (the "Park"), located at the intersection of North Bryant and North Delaware streets in Portland, Oregon, is shown on the attached Exhibit "A". Over the years, the Park has suffered from deferred maintenance and requires a new playground.
2. Formed in 2010, HP's mission is to build community by providing an inclusive playground at Arbor Lodge Park where children and adults of all abilities can play together.
3. HP has already received cash donations of over \$235,000 and in-kind donations of \$286,000 to complete the permitting, design and construction at Arbor Lodge Park. The City's total contribution to the project's hard construction costs will be \$75,000, plus up to \$86,000 towards PP&R's soft (non-construction) costs, primarily consisting of project and construction management staff time.
4. PP&R has responsibility for the operation and maintenance of the Park. Over time, the City has not been able to keep up with the maintenance needs of the Park. The City recognizes the significance of ensuring our playground is accessible to all and would like to seek additional support through charitable contributions and participation by the community. The City recognizes the contributions of HP in support of these goals and would like to formalize its relationship with HP.

AGREEMENT:

1. Fundraising. HP will solicit charitable contributions to carry out its mission and the specific project identified in this Agreement and shall be responsible for paying its own expenses, including general administration of the HP organization, playground, design, playground construction, marketing, promotion and fundraising (including development staff costs).
2. Arbor Lodge Park Playground Work. The scope of work and estimated costs of the work on Arbor Lodge Park are shown on the attached Exhibit B, collectively the "Project."
 - 2.1 HP is prepared to enter into a design contract with Atelier Dreiseitl + Place (the "Project Architect") to prepare plans and specifications for the Project.

2.2 A construction committee comprised of members of HP board of directors, the Project Architect and one or more representatives of PP&R shall oversee the design and construction of the Project. HP and the PP&R Project/Construction Managers shall invite each other to attend all regular or significant Project meetings and to participate in steering, management, or any advisory committees organized for the Project. During the Design Phase, PP&R will be invited to attend all critical coordination meetings and will be provided a meaningful opportunity to review and comment in a timely manner on all key Project documents, major design features, proposed products and materials, issues, schedule, funding, Project sequencing and other significant design issues. During the Construction Phase, PP&R will be invited to attend and participate in all critical coordination meetings and all construction related meetings, in addition to weekly construction meetings, and will be provided a meaningful opportunity to review and comment in a timely manner on all changes in work, submittals, substitution requests, requests for information, sequencing of construction, closures, and other significant construction related issues. The roles and responsibilities, approved project schedule, frequency of meetings, and PP&R inspections will be formalized in writing between PP&R and HP. The Parks Project Manager, a role to be defined and assigned by PP&R, will be provided at least 10 days notice prior to commencement of onsite construction work under this Agreement. Notice can be delivered via e-mail to the PP&R Project Manager.

2.3 HP will contract with the architects, engineers and other consultants necessary to prepare construction plans and specifications required to apply for building permits and construct the work. The plans and specifications will be reviewed and approved by the City's Parks Bureau prior to the application for a building permit. HP will be responsible for all required building permit review and permit fees paid to the applicable permitting agencies HP will be responsible for reimbursement to the City for costs for any Special Inspections performed by an independent inspection/testing agency if required by the building permit. HP will also be responsible for Quality Control Testing and Inspections during construction as required by PP&R, and which will be included in the project specifications reviewed by PP&R. HP's construction contractor shall submit to PP&R the qualifications of an independent company(ies) they propose to use for the testing and inspections for PP&R's approval, and will have that independent company submit the test results and inspection reports during the project. Notwithstanding City approval of the plans and specifications, responsibility for the adequacy of the plans and specifications shall remain with HP and with its architects, engineers and other consultants. Plans and specifications provided by HP's Project Architect will be completed in accordance with PP&R's CAD drawings standards. PP&R's Final Deliverable Construction CAD Documents standards document is attached as Exhibit C. Some specification sections will be provided to the Design Team containing PPR's standard requirements and materials. Technical specifications are required in CSI 2010 Masterformat. PP&R review will occur at a minimum of three submittals, 60%, 90% and 100% Construction Documents, with each review taking three weeks. All comments provided by PP&R will be responded to by HP's Project Architect, and any differences of opinion will be resolved between HP and PP&R. All changes made due to permit requirements will be reviewed and approved

by PP&R, prior to bidding. With each submittal, HP will provide an updated cost estimate to PP&R for the project.

2.4 HP will contract with a General Contractor for the restoration work in accordance with the approved plans and specifications. HP will prepare a contracting plan for review and approval by PP&R prior to bidding the work. As they apply, it is the expectation that HP will follow Bureau of Labor and Industry Prevailing Wage rules and regulations. HP may either competitively bid all or portions of the work or sole source contracts to contractors it deems to be uniquely qualified to perform the work. HP agrees not to contract with any contractor who is disqualified from bidding on similar City projects. HP will use reasonable efforts to contract with Minorities, Women & Emerging Small Businesses ("MWESB"), but will not be required to meet any participation levels.

2.5 PP&R will issue a Notice to Proceed to HP only upon receipt of evidence from HP, in a form reasonably satisfactory to PP&R, that it has collected funds sufficient to complete the Project, including a minimum 5% construction contingency fund. Should additional costs arise during the project beyond this contingency fund, HP will pay for all costs associated with this project. HP shall place in trust money equal to the total amount of the construction contract for the Work. This trust shall be used only for payment for construction of the Work (including PP&R's development staff costs, as provided in this Agreement). If, after the Work is completed and accepted by the City, there is money left in the construction trust, after all of the expenses of construction of the Work have been paid, HP may use any such remaining funds for any purpose for which HP has been incorporated. HP shall maintain accurate books and records of its expenditures for the Work, and shall make the same available for inspection by such person or persons designated by the City, upon reasonable notice.

2.6 HP will require its contractors and subcontractors to hold harmless, defend, and indemnify the City and HP and their respective officers, agents and employees against all claims, demands, actions, and suits (including attorney fees and costs) brought against any of them arising from the contractors' or subcontractors' work on the Project.

2.7 HP will require its contractors and subcontractors to maintain public liability and property damage insurance, and shall require its design professionals to carry professional liability insurance, that protects the City and HP, and their respective officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from work done on the Project. This insurance will provide coverage for not less than \$1,000,000 for personal injury to each person, \$2,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damage; or a single limit policy of not less than \$2,000,000 covering all claims per occurrence. The limits of the insurance are subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Project. The insurance will be without prejudice to coverage otherwise existing and will name as additional insureds the City and HP, and their respective officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance will protect each insured in the same manner as though a separate

policy had been issued to each, but nothing herein will 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. The coverage must apply as to claims between insureds on the policy. The insurance will provide the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the term of the project, HP will require its contractors and subcontractors to provide a new policy with the same terms. HP's contractors and subcontractors will maintain continuous, uninterrupted coverage for the duration of the Project. The insurance will include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by HP's contractors or subcontractors. A certificate of insurance certifying the coverage required under this Agreement shall be maintained on file with the City's representative. The adequacy of this insurance shall be subject to the approval of the City Attorney.

2.8 HP will require its contractors and subcontractors to obtain workers' compensation insurance for all of their workers and employees either as a carrier insured employer or as a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before commencing work on this project. If such contractors or subcontractors or their employees either are defined under that Chapter as nonsubject workers or are not defined under that Chapter as subject workers, the contractors and subcontractors will elect and obtain workers' compensation insurance under ORS 656.039 before commencing work on this project. A certificate of certifying the coverage required under this Agreement shall be maintained on file with the City's representative. The adequacy of this insurance shall be subject to the approval of the City Attorney. HP's contractors and subcontractors will further agree to maintain this workers' compensation insurance coverage throughout the duration of the work on this project.

2.9 HP and its contractors and subcontractors will pay timely all suppliers, lessors, and contractors providing them services, materials or equipment for carrying out work on this project. HP and its contractors and subcontractors will not, by their acts or omissions, cause the City or any materials that HP or its contractors or subcontractors provide on the project to be subject to any claims or liens of any person.

2.10 In connection with its activities on this project, HP will require its contractors and subcontractors to comply with all applicable federal, state and local laws and regulations. HP shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, including, without limitation, the Americans With Disabilities Act of 1990 (Pub. L. No. 101-336), including Title II of that Act, with ORS 659.425, and with all regulations and administrative rules established pursuant to those laws. HP will be required to present and obtain approval of the Project through Portland Parks & Recreation's Disability Advisory Committee prior to submitting for building permits.

2.11 Acceptance of Premises and PP&R Plans. HP has examined the project site and accepts Arbor Lodge Park in an "as is" condition. City or its officers, agents or

employees have made no representations or warranties, express or implied, as to the condition of the project site. City shall have no liability to HP for any damage or injury caused by the condition of Arbor Lodge Park. HP also understands that plans provided by PP&R can be used for informational purposes only, and should contract or its own survey and verification of all conditions.

2.12 As-Builts and Record Drawings. HP will keep accurate maps and records, including the approved as-built construction plans and specifications of its facilities and improvements located in the Park. HP will provide to Parks within sixty (60) days of the project being complete copies of such maps, records and as-builts, in a form (digital and paper) that is to the complete satisfaction of Parks. PP&R As-Built and Record Drawings requirements document is attached as Exhibit D.

2.13 Public Involvement & Information. HP and PP&R project/construction managers will work together to conduct any meetings with the public and prepare information to present. HP and PP&R will keep each other informed of written material (e.g., news releases, brochures, newsletters, reports) produced for the Project that are intended for public distribution and will provide adequate time for review and discussion prior to distribution. HP and PP&R will inform the other of inquiry from a media or press representative and make reasonable efforts to consult with the each other prior to any verbal or written information on the Project being provided to such a representative; if unable to make a prior consultation, notice will be provided afterwards. HP will ensure, through its contracts for the Project and by emphasizing verbally with construction contractor, the requirements for contractor(s) to not communicate with the press.

2.14 Two year maintenance and warranty. HP's Contractor shall fully warrant all work for at least two (2) full years from Substantial Completion of the Project, regardless of the length of manufacturers' or installers' warranties. In addition to any other warranties that are required, HP's Contractor shall make all necessary repairs and replacements to remedy any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of Substantial Completion due to faulty or inadequate materials or workmanship. Such repairs and replacements shall conform to the Contract Specifications under which the Contractor originally performed the work. In the event of a dispute regarding any portion of the Work, the Contractor shall nonetheless provide any warranty service, repairs or replacements as described above, for that portion of the Work that is not in dispute. In the event that a dispute delays Acceptance of the Work, the warranty for portions of the Work not in dispute shall run from the date of Substantial Completion of the remaining portions of the Work. HP's Contractor shall also repair any damage or remedy any disturbance to other publicly owned property or improvements thereon if caused by the Contractor's work and if the damage or remedy occurs during the warranty period. If the Contractor performs warranty work, the warranty work also shall have a two (2) year warranty period from the date of its completion and acceptance by the City. The City shall provide HP with written Notice of the need to perform warranty work unless it is determined that an emergency exists, that delay would cause serious additional loss or damage, or if any delay in performing the work might cause injury to any member of the public. If HP, after written Notice, fails

within ten days to comply with the City's request, the City has the right to perform the warranty work either by hiring another Contractor or by using its own forces. In that event, HP, HP's Contractor and its Surety shall be liable to the City for the cost of the work performed and any additional damage suffered by the Owner. HP's Contractor shall provide a bond during the two-year warranty period to guarantee the Contractor's performance of warranty work. HP's Contractor shall provide to the City a bond in the amount of 20% of the final Contract Amount in one of the following ways:

1. Continuance of the Contract performance and Payment Bond; 2. Any new performance and Payment Bond, acceptable to the City, which covers the Contractor's warranty obligations imposed by the Contract Documents. 3. Cash deposit to the City Treasury. Proof of the deposit shall be a receipt from the Treasurer. 4. Other arrangements proposed by the Contractor that the Owner finds acceptable.

2.15 Performance and payment bonds. HP's Contractor will provide performance and payment bonds for the Project. The forms for the Performance Bond and the Payment Bond, to be executed by HP's Contractor for the Project and delivered to the City not later than the date of execution of the Contract, will be the standard form of the City of Portland, Oregon, and approved by the City Attorney. The Bonds, in an amount equal to one hundred percent (100%) of the Contract Sum, shall be satisfactory to the City and shall be executed by a corporate surety licensed to do business in the State of Oregon. The attorney in fact who executed the Bonds on behalf of the surety shall affix thereto a certified and current copy of his power of attorney and shall indicate the monetary limit of such power.

3. PP&R Project and Construction Management costs. PP&R has agreed to contribute from Parks SDC funds up to \$86,000 in soft (non-construction) costs PP&R incurs that are required to be covered by project funding. HP has agreed to reimburse PP&R for the costs associated with the review and project management costs associated with the Project above and beyond the \$86,000. PP&R will track their hours of involvement and submit a report of costs incurred on the first day of each month, beginning April 1, 2012 to HP.

4. Donor Recognition, Naming and Onsite Events. PP&R and HP will work together on donor recognition, naming and onsite events related to this project. All onsite donor recognition, naming and events will require approval in writing by PP&R.

5. Payment. The City will contribute \$75,000 to Harper's Playground for the construction of the planned improvements of this project. The parties will mutually agree on timing of the payment. HP will provide all necessary documentation and financial information requested by PP&R to facilitate this payment.

6. Maintenance of New Improvements. PP&R will be responsible for maintenance of the new improvements except for what is required by HP or its contractors in this Agreement. HP and PP&R will work together to design and construct the improvements to limit increases to PP&R's operations and maintenance costs at the park.

7. Ownership of Work. Once the Arbor Lodge Park Project is complete and accepted by the City, all improvements and work product shall be the property of the City. HP shall transfer all warranties to the City and shall cooperate with the City in the enforcement of any warranties.

8. Comprehensive Plan for Maintenance of the playground. The City and HP shall collaborate on a process to develop a plan for the maintenance of the playground. The plan will describe maintenance protocols and a schedule to ensure the playground is properly maintained.

9. Term. The term of this Agreement will be one (1) year from the date it is entered into, unless earlier terminated in accordance with this Agreement. This Agreement may be renewed for an additional term of (1) year, in writing signed by the parties. The Director of Parks and Recreation is authorized to execute such renewal on behalf of the City.

10. Early Termination.

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

(b) The City, on thirty (30) days written notice, may terminate this Agreement upon a determination by the City Council that termination is required in the public interest. Before terminating the Agreement under this Subsection, the City shall give reasonable advance notice, in writing, to HP.

(c) Either the City or HP may terminate this Agreement in the event of a material breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days after such notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination. If the breach is not reasonably capable of being completely cured within fifteen (15) days, then the party giving notice shall not terminate the Agreement so long as the breaching party commences the cure within fifteen (15) days, diligently pursues completion of the cure, and completely cures the breach within a reasonable time.

11. Subcontracts and Assignment. Except for the design and construction of the improvements contemplated by this Agreement, which the parties acknowledge HP intends to contract out, HP shall not subcontract, assign or transfer this Agreement, or its rights or obligations hereunder, without the prior written consent of the City. Notwithstanding any assignment, subcontract or transfer, or the City's approval thereof, HP will remain obligated for the full performance of its obligations hereunder, and the City will incur no obligations other than its obligations to HP.

12. Successors in Interest. The provisions of this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective successors and approved assigns.

13. Severability. If any term or provision of this Agreement 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 will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Waiver. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that or any other provision.

15. Governing Law. This Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this Agreement must be brought in the appropriate court in Multnomah County, Oregon.

16. Amendments. Any and all changes to this Agreement may be made only by written amendment signed by the parties. The Director of PP&R is authorized to negotiate and execute written amendments to this Agreement on behalf of the City.

IN WITNESS WHEREOF, PPR and Licensee have caused their duly authorized representatives to execute this Agreement in duplicate.

PORTLAND PARK AND RECREATION

Harper's Playground:

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

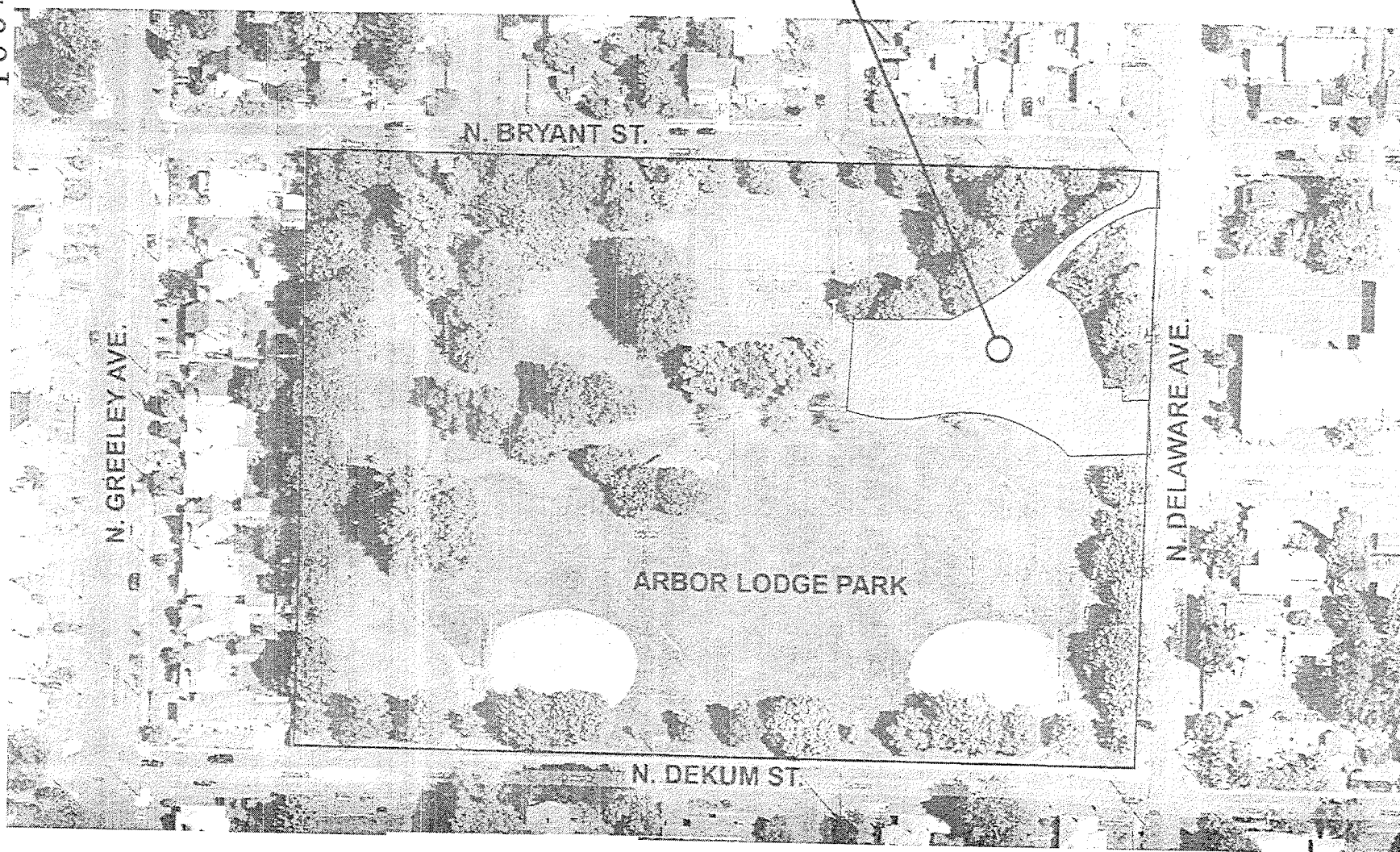
APPROVED AS TO FORM

James M. Van Dyke

 CITY ATTORNEY

185400

HARPER'S PLAYGROUND
NEW PLAYGROUND AREA,
APPROX. 26,000 SQ. FT (0.60 ACRE)



HARPER'S PLAYGROUND at ARBOR LODGE PARK
AGREEMENT EXHIBIT A
MAY 26, 2012

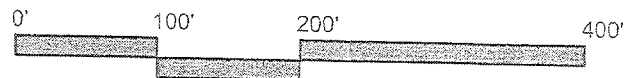


Exhibit B: Arbor Lodge Park Project Schedule and Project Budget**DRAFT SCHEDULE HARPER'S PLAYGROUND @ ARBOR LODGE PARK**

DUE DATE	ACTION ITEMS	RESPONSIBILITY	STATUS	NOTES
10/11/2011	Preliminary Meeting with PPR/BDS	PPR	Completed	
12/2011	Send Play Equipment Cut sheets to PPR	AD/HPT	Completed	
12/2011	Perform Topographic/Tree Survey	HPT	Draft Survey - Completed	
12/1/2011	PPR Disability Advisory Committee (DAC) Review Presentation	HPT/PPR	Completed	
12/15/2011	Public Involvement Meeting/Presentation at ALNA Meeting	HPT/PPR	Completed	
12/21/2011	Preliminary Contract/Agreement Meeting with HPT/PPR	HPT/PPR	Completed	
12/21/2011	Play Equipment Review Meeting with HPT/PPR (1:00pm)	HPT/PPR	Completed	
1/1/2012	Finalize General Contractor	HPT	Completed	(WALSH CONSTRUCTION)
1/5/2012	HPT Coordination Meeting @ AD+P	AD/HPT	Completed	
1/18/2012	Play Equipment Review Meeting with HPT/PPR	HPT/PPR	Completed	
1/27/2012	Final Contract/Agreement Meeting with HPT/PPR	HPT/PPR	Moved to 2/17	
1/27/2012	Submit 60% CD set to PPR	AD/HPT	Completed	
2 week turn around	Receive 60% CD Comments from PPR	PPR	Completed	
2/2/2012	PPR Disability Advisory Committee (DAC) Follow up meeting	HPT	Completed	
2/2/2012	Open House	AD/HPT	Completed	
2/12/2011	Pre-Application Meeting with BDS	AD/HPT/PPR	Completed	
2/17/2012	PPR Agreement - Roles & Responsibilities	AD/HPT/PPR	In Process	
3/23/2012	Submit 90% CD set to PPR	AD/HPT	Completed	
2 week turn around	Receive 90% CD Comments from PPR	PPR	Completed	
4/13/2012	Submit 100% CD set to PPR	AD/HPT	Completed	
2 week turn around	Receive 100% CD Comments from PPR			
5/4/2012	Submit Permit Application	AD/HPT/PPR		
6/5/2012	Present to City Council	HPT/PPR/Nick Fish		
6/8/2012	Ground Breaking Event (Harper's Playground @ Arbor Lodge Park)	HPT/PPR		
6/24/2012	Sunday Parkways @ Arbor Lodge Park Booth	HPT/Nick Fish		
6/25/2012	Begin Construction	HPT/PPR		
Twelve Weeks • Construction HPT/PPR				
10/14/2012	RIBBON CUTTING PARTY	CITY OF PORTLAND		

PPR • Portland Parks & Recreation

HPT • Harper's Playground Team (Atelier Dreiseidl • PLACE / Walsh Construction / Gerding Edlen)

Exhibit B: Arbor Lodge Park Project Schedule and Project Budget

Project: Harper's Playground																
Type of Estimate: 90% CD																
5/16/2012																
PN's #	Phase	Quant	Unit	Equipment	Rate	Total	Privy	Hours	Rate	Total	Material	Rate	Total	Subcontract	Rate	Total
Grand Total																
10000	10000 GENERAL REQUIREMENTS															
10000	General Requirements					-				28,500						28,500
11010	Permits & Inspections					-				-						20,540
	Permits	1	lt			-		0		-						15,000
	Special Inspections	1	lt			-		0		-					8,000	8,000
11020	Office & Utilities	12	wk			-				-					7,000	7,000
	Temporary Electricity	12	wk			-		0		-						3,180
	Temporary Water	12	wk			-		0		-					120.00	1,440
	Temporary Sanitary	12	wk			-		0		-					85.00	1,020
	Chemical Toilet	12	wk			-		0		-						-
11090	Gas, Oil & Repairs	12	wk			-				-					60.00	720
	Job Supervisors Vehicle	12	wk			-		0		-					80	960
11130	Supervision	12	wk			-				29,500						29,500
	Project Supervision	12	wk			-				29,500						29,500
10810	Temporary Roads/Struc.	12	wk			-				-						-
	Temporary Fencing	800	ft			-		0		-					1.5	1,200
71000	70000 THERMAL & MOISTURE PROTECTION															
79000	Joint Sealants					-				-				1,800		1,800
79100	Joint Sealants					-				-				1,800		1,800
79100	Lump Sum Quote/line	1	lt			-		0		-				1800	1,800	-
220000	220000 PLUMBING															
220000	Plumbing					-				-				5,500		5,500
220100	Plumbing					-				-				5,500		5,500
	Underground plumbing for water pump	1	lt			-		0		-				2500	2,500	-
	ADD ALTERNATE - GORIC WINDER PUMP	1	lt			-		0		-				4100	4,100	-
310000	310000 EARTHWORK															
310000	Earthwork					-				4,330				68,315		75,525
312125	Building Excavation					-				-				68,315		68,315
	DEMOPREP SIDEWALKS - NE ENTRY: \$2,565	1100	sf			-				-				68,315		68,315
312225	General Earthwork Items					-				4,330						4,330
	Horiz/Vert Control & Layout	2	wk			-		2155		4,330						2,660
	Drop Boxes	1	lt			-		0		-					2400	2,400
	Safety	1	lt			-		0		-					460	460
321000	320000 EXTERIOR IMPROVEMENTS															
321000	Roads & Walks					-				-				118,817		118,817
321025	Asphalt Paving					-				-				2,915		2,915
	Asphalt Paving					-		0		-				2,915		2,915
321050	Unit Pavers	399	sf			-				-				7,112		7,112
	Pavers	399	sf			-		0		-				3,012		3,012
	Allowance for Engraving (200 x \$16/sqch)	200	each			-		0		-				10	3,600	-
321100	Curbs	515	ft			-				-				13,545		13,545
	Curbs	515	ft			-		0		-				25.3	13,545	-
321125	Sidewalks	5073	sf			-				-				19,960		19,960
	Colored Sidewalks	278	sf			-		0		-				9	2,502	-

Harper's Playground 5-17-12 (90%) Estimate.dsx

Walsh Construction Co.

Exhibit B: Arbor Lodge Park Project Schedule and Project Budget

Project: Harper's Playground																
Type of Estimate: 90% CD																
5/16/2012																
REP PN's #	Phase	Quant	Unit	Equipment Rate	Total	Prty	Hours	Rate	Total	Rate	Total	Rate	Total	Overhead Rate	Total	Grand Total
	Sidewalks	5975	sf		-		0	-	-		-	3.44	17,459		-	
	SIDEWALKS - NE ENTRY: \$3,612	1050	sf		-				-		-					
321225	Miscellaneous Site Concrete	3	sf		-				-		-		75,286		-	75,286
	Bridge Footings and walls	1	ls		-		0	-	-		-	2900	3,900		-	
	Seat Wall	1	ls		-		0	-	-		-	12545	12,545		-	
	Rat Slab underneath safety surface	4682	sf		-		0	-	-		-	2.39	11,190		-	
	Bench 1	1	ls		-				-		-		11,500		-	
	Bench 2	1	ls		-				-		-		8,000		-	
	ADD ALTERNATE - BENCH 3	7	ss		-				-		-	2950	20,650		-	
	ADD ALTERNATE - RAISED SAND/WATER TABLE	1	ls		-				-		-		7,500		-	
323000	Site Improvements				-		4	59.05	238		-		120,912		37,500	158,650
323050	Miscellaneous Site Items				-		4	59.55	239		-		120,912		37,500	158,650
	Safety Surface Tile - Supply only	4492	sf		-				-		-		30,800		-	
	Safety Surface Mulch - Supply only	30	sf		-				-		-		5,14		-	
	Playground Surface Install	4508	sf		-				-		-		13,405		-	
	Playground Equipment supply	1	ls		-				-		-		48,447		-	
	Playground Equipment install	1	ls		-				-		-		9,400		-	
	Wood Entry Bridge	1	ls		-				-		-		9,185		-	
	Bike Racks (Material donated)	2	ss		-	0.50	4	59.55	239		-				-	
	Signage - Donor Acknowledgement	1	ss		-				-		-			1475	1,475	
	Signage - Tactile Map	1	ss		-				-		-			1025	1,025	
	ADD ALTERNATE - BRONZE EMBEDED	1	ss		-				-		-			5000	5,000	
	ADD ALTERNATE - TURTLES	1	ss		-				-		-			20000	20,000	
	ADD ALTERNATE - ART STRUCTURE	1	ss		-				-		-			10000	10,000	
329000	Landscaping				-				-		-		75,370		-	75,370
329025	Landscaping				-				-		-		75,370		-	75,370
	Landscaping & Irrigation	1	ss		-				-		-		37,179		-	
	GRADING/SEEDING - NE ENTRY: \$1,885	2476	sf		-				-		-				-	
	Boulder Supply - Donation		ss		-				-		-				-	
	Flush Cut Boulders (10 each)	10	ss		-				-		-	700	7,000		-	
	Sand Play Area (16"-18" deep)	230	sf		-				-		-		1,377		-	
	Synthetic Grass	2550	sf		-				-		-		33,814		-	
506000	Safety				-				-		-				752	752
506025	Safety				-				-		-				752	752
	Safety Assessment	0.0015	%		-				-		-					
509000	Cost Indexing & Contingency				-				-		-				24,519	24,519
509100	Contingency				-				-		-				24,519	24,519
	Contractors Construction Contingency	5.00%			-				-		-				490,354	
	Owners Construction Contingency	0.00%			-				-		-					
Total:														\$514,872		
Total (Without Alternates):														\$444,260		
Total NE Entry (Not in Estimate):														\$8,082		

Exhibit C: Final Deliverable Construction CAD Documents

1. Each drawing sheet shall be individual document files. This also includes separate base (existing condition) and design (proposed condition) files.
2. The final format for each map shall be either *Microstation's ".dgn" format*, Version 7 or later or *AutoCAD ".dwg" format*, Release 2007 or earlier.
3. Each drawing border shall be scaled according to the scale shown on the drawings so that the final digital product is at a 1: 1 scale (i.e. 1' in drawing = 1' in real world).
4. Information on each drawing shall be separated into distinct 'levels' according to the level standards provided. Level tables, Seed (proto type) files, Font library and color table will be provided in electronic format.
 - a. Information on each drawing will be separated into distinct *DGN/DWG* files according to the Level Standards provided; *bm-facil.dgn*, *bm-site.dgn*, and, *bm-util.dgn*, Level tables are provided for each of the required files.
 - b. These files shall be separated into distinct directories that indicate the category of information being stored, For example all existing condition information shall be in a directory called base. All proposed design information should be in a directory called design. And all construction documents should be in a directory called sheets.
 - c. Contour elements, fence lines, retaining walls, tree and shrub lines, etc. must be connected strings or chains and not individual lines. Buildings must be closed shapes and not individual lines. Patterns must be 'associated' with closed shapes. All cell libraries or custom line styles created for this work shall be submitted with final drawing files.
5. Symbols shall be either cells (MicroStation) or blocks (Autocad). No shape files will be accepted for symbol representation.
6. Acceptable fonts for Autocad shall either be *archstyle.shx* for text contained within the drawing, and *helv.shx*, *optimal.s.shx* or *romant.shx* for border text. For MicroStation users; fonts 19 for drawing text, and font 58/65 for border text. These fonts are included with our standards for your use.
7. Final products are to be delivered via e-mail/FTP/CD-Rom or DVD. Each CAD document should be delivered in a ZIP file including all xref, fonts, symbols, and other supporting documents used to create each sheet. Also include all supporting documents used during the project design, and also include full size PDF documents of permitted construction document.
8. For questions regarding format, content, standards or other requirements call Greg McGowan at 823-5458.

Exhibit D: As-Built and Record Drawings

1. The Construction Contractor shall mark up all changes from the Bid Set or Construction Set, whichever set was issued by HP as the drawing set to construct from. The Contractor shall use red to indicate any element that was removed from the drawing, green to indicate any elements that were added to the drawing, and any element requiring changes or editing in blue. No White-Out or black ink shall be used. Contractor shall include all ASIs (Architect's Supplemental Instructions), FCDs (Field Change Directives), approved substitutions, and all other changes to the drawings during the course of the project, by attaching the most current version of changes issued to the drawing. Contractor who is documenting as-built information shall mark in the lower right corner of each drawing with the words "As-Built", the date, signature, and company name that provided the as-built information. (Further instructions to contractor provided in PPR Division One specifications.)
2. Once the Construction Contractor has submitted their complete set of as-builts for review, HPP will distribute them to their Project Architect and PPR Project or Construction Manager (PM or CM) to review for completeness and accuracy. HP's Project Architect and PPR PM/CM will submit to the Conservancy their comments regarding anything not indicated correctly or that they are aware is missing from the Construction Contractor's mark ups.
3. HP will return the review comments and as-builts to their Construction Contractor for correction, as necessary. Once an acceptable set of As-Builts has been received by PPR PM/CIVI from HP's Construction Contractor, the Project Architect shall color scan each sheet that has color mark ups and black & white scan each sheet with no color mark ups, resulting in one .pdf per sheet for the entire set. This scan will serve as the As-Builts for the project records showing what changed during the course of the construction project.
4. The Project Architect shall draft the as-built changes into CAD from the Construction Contractor mark ups and any other changes the Project Architect's team is aware of that may not have been reflected by the Construction Contractor, including all ASIs, FDCs, approved substitutions, etc. All bubbles and deltas should come off the Record Drawings and in the titleblocks, and the drawings should only show the final condition, not what changed. Nothing should be crossed out to show the difference between the bid or construction set and what was built. Only show the final condition. Also include all measurements the contractor has provided to indicate the actual location of underground improvements from a known point of reference. If the underground improvements were built within reasonable proximity, dimensions will suffice to show the actual location is over a few feet. If underground improvements were installed in significantly different locations, redraw the elements to the correct location on the drawings, and also include the dimensions.
5. Label in an appropriate location in the title block "Record Drawings" and the date. Also label "Record Drawings" in larger letters outside the title block in the lower right corner of each sheet.

6. Project Architect shall submit draft Record Drawings set(s) (hard copy or electronic in .pdf format, as directed by PPR PM) to PPR PM/CM for review, along with the contractor As-Built mark-up set(s). Make corrections if necessary and resubmit for PPR PM/CM approval.
7. Each drawing sheet shall be individual document files in both .pdf and CAD formats. See CAD Delivery document for specifications.
8. Final products are to be delivered via e-mail/FTP/CD-Rom or DVD.