

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

CONTRACT NUMBER 30006991

**TITLE OF WORK PROJECT
Parklane Park Development**

This Contract is between the City of Portland ("City," or "Bureau") and Walker Macy, LLC, hereafter called Consultant. The City will assign a Project Manager for this Contract.

Effective Date and Duration

This Contract shall become effective on August 28, 2019. This Contract shall expire, unless otherwise terminated or extended, on August 28, 2023.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$1,189,848 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): Walker Macy, LLC

Address: 111 SW Oak Street, Suite 200, Portland, OR 97204

City of Portland Business Tax Registration Number: 350029

- 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 calendar 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. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this Contract and, for a Contract involving a grant, the Grant Terms and Conditions.

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 // 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 consultant'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 // Waived by Bureau Director or designee // Reduce 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 // Waived by Bureau Director or designee // Reduce 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 // Waived by Bureau Director or designee // Reduce 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) calendar 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

The Consultant must be certified prior to Contract execution, as Equal Employment Opportunity Affirmative Action Employers as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

12. Equal Benefits

Consultant must certify prior to Contract execution, that they do not discriminate by policy or practice in the provision of employee benefits between employees with domestic partners and employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.

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 Contract at any time in the course of the Contract 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’s assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity Contracting and Disadvantaged, Minority, Women and Emerging Small Business (D/M/W/ESB) subContracting commitments submitted by the Consultant in its proposals. Failure to use the identified D/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 subconsultant payment and utilization information electronically, reporting ALL subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at: <https://www.portlandoregon.gov/brfs/75932>. Contact the PTE Contract Compliance Specialist for submission guidelines.

Subconsultants are responsible for meeting all requirements applicable to the Consultant under this contract, including compliance with City policies and all applicable federal, state, and local laws and regulations.

30. Third Party Beneficiaries

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

31. Conflict of Interest

Consultant hereby certifies that, if applicable, its Contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the Contract or project to which this Contract pertains; ii) has or will participate in evaluation or management of the Contract; or iii) has or will have financial benefits in the Contract. Consultant understands that should it elect to employ any former City official/employee during the term of the Contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

32. Respectful Workplace Behavior

The City of Portland 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 with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

I. SCOPE OF WORK

Consultant shall perform the following tasks:

1. Project Start-up and Site Analysis (2 Months: September – October 2019)

- 1.1 **Kick-Off Meeting** –Attend an initial start-up meeting with Portland Parks & Recreation (PP&R) to discuss scope, public involvement strategy, budget and schedule. Consultant and PP&R will refine the Project Management plan to address communication, public involvement, technical work and permitting.
- 1.2 **Critical Path Schedule** – Concurrent with development of the Project Management plan, develop the critical path schedule to identify timeframes for design, submittals, reviews, stakeholder engagement/public involvement, CM/GC (Construction Manager/General Contractor) coordination, permitting, bidding and construction.
- 1.3 **Review Background Information** – Review existing information, which may include survey, geotechnical borings, master plans, Phase 1 Environmental Site Assessment, record drawings, historical and neighborhood information, right-of-way maps, utility information/easements, environmental conditions, transportation plans and other Project background material made available.
- 1.4 **Site Reconnaissance** – Using the survey, conduct a detailed site reconnaissance to confirm existing conditions.
- 1.5 **Tree Assessment** – Fieldwork. One site visit to visually assess existing trees located within the defined development impact area and within 25-feet of the Project boundaries (15-feet if adjacent properties are under different ownership). Collect data and prepare the Urban Forestry Tree Inventory Worksheet, including species, diameter, root protection zone, general condition, exemptions, and treatment recommendations.
- 1.6 **Access, Circulation and Parking** – Prepare a transportation analysis to determine offsite transportation improvements that may be required, including pedestrian and other multi-modal connections that are necessary to link the park to the surrounding community.
- 1.7 **Habitat Assessment** –Review prior correspondence with USACE and Oregon Division of State Lands regarding wetland delineation. Delineate existing wetlands (if present on site) and document other vegetation and natural conditions.
- 1.8 **Geotechnical Analysis** –Evaluate subsurface conditions as documented in previous studies, identify data gaps and complete additional geotechnical investigations as required to develop geotechnical design criteria for the proposed site elements. Prior geotechnical information provided by PP&R will be used for the geotechnical analysis. Because the prior geotechnical investigation only encountered the bottom of the gravel pit in one location (boring S-7), an additional two borings shall be advanced to the bottom of the old gravel pit (assumed over 60 feet below existing

ground surface) to log the fill materials encountered and evaluate the strength of the fill materials using the Standard Penetration test continuous for the top 10 feet, and 5-foot intervals after that to a total depth of 30 feet. Consultant shall then perform classification testing on samples recovered and develop a geotechnical investigation report for use in the development of park earthwork, foundations, lateral loads for retaining walls, and roadway subgrades.

- 1.9 **Soil Analysis** – A field survey of existing soil conditions in the top 1-3 feet shall be conducted to determine suitability of existing soils for horticultural purposes in current state, and potential for reclamation through cultivation and amendment. Extensive sampling, compaction testing and documentation of the surface soils will be supplemented with contracted laboratory analysis as needed to characterize the soil resource available for amendment and reuse on site, identify areas where extensive cultivation and/or soil import are required to reclaim or buildsoils.
- 1.10 **Site Analysis** - Prepare site analysis and opportunity and constraints diagrams based on the assessment of existing conditions and available information. If necessary, Consultant shall identify additional studies or investigations that may be needed to inform the design and development for the Project.
- 1.11 **Structural Review** – Review available documents to identify structural challenges
- 1.12 **Task One Deliverables:**
 - 1.12.1 Project Management Plan
 - 1.12.2 Critical Path Schedule
 - 1.12.3 Summary of existing conditions, memorandum
 - 1.12.4 Summary of Land Use Assumptions
 - 1.12.5 Site Base Plan
 - 1.12.6 Arborist Assessment and Report
 - 1.12.7 Traffic Study
 - 1.12.8 Geotechnical Analysis and Recommendations
 - 1.12.9 Site Analysis and Opportunities and Constraints Diagrams
 - 1.12.10 Meeting minutes

2. Schematic Design (4 Months: November 2019 – February 2020)

- 2.1 **Weekly Meetings** – Consultant shall attend weekly meetings (via teleconference or in-person) with PP&R to review design efforts and to coordinate work.
- 2.2 **Project Advisory Committee (PAC) Meeting #1** – At the first PAC meeting Consultant shall confirm overall vision and goals to guide the design of the park. Consultant shall present site analysis diagrams, and confirm program elements identified in the Master Plan. Consultant shall incorporate feedback from the PAC into presentation materials for Community Meeting #1
- 2.3 **Community Meeting #1** – At the first Community Meeting, Consultant shall build on work completed in the Master Plan, present Site Analysis diagrams and confirm preferred park program elements.
- 2.4 **Develop Alternatives** – Using the Master Plan, information gathered in task 1, and feedback from the PAC and Community as a guide, Consultant shall develop three unique design concepts. Concepts shall be described with illustrative site plans sections/elevations, perspective renderings, and precedent image boards. Consultant shall engage PBOT for early conversations of proposed alternatives within the ROW and meet with the bicycle advisory committee.
- 2.5 **Order of Magnitude Cost Estimates** – Based on the illustrative materials, prepare rough order of magnitude cost estimates for each concept. Provide ongoing cost advice throughout the design to evaluate alternative designs.
- 2.6 **PAC Meeting #2** – Present initial design concepts to the PAC. Consultant shall incorporate feedback prior to Community Meeting #2.
- 2.7 **Community Meeting #2** – Prepare presentation graphics and present three schematic design options to the public to solicit feedback.
- 2.8 **PAC Meeting #3** – Review community input on design concepts and discuss emerging themes and preferred direction for design refinement.
- 2.9 **Early Assistance Meeting** – Attend early assistance meeting with the City to review initial design and identify any potential areas of concern around specific park design features.
- 2.10 **Design Refinement** – Based on input from PP&R, PAC and the Community, Consultant shall develop a single preferred design concept.
- 2.11 **Schematic Design Package** – Prepare final Schematic Design Package. Deliverables at Schematic Design include:
 - 2.11.1 Site Plan / Materials Plan
 - 2.11.2 Lighting Concept Plan
 - 2.11.3 Sections / Elevations
 - 2.11.4 Grading Concept Plan
 - 2.11.5 Image boards describing proposed design concepts and materials
- 2.12 **Cost Estimate** – Based on the Schematic Design Package, Consultant shall prepare an opinion of probable construction costs. The cost estimate shall be prepared to mirror the contractor’s format.
- 2.13 **Schematic Design Review** – Following submittal of the Schematic Design Package, Consultant shall meet with representatives from PP&R, Urban Forestry, and Maintenance staff to review the Schematic Design Package. Comments shall be incorporated at the beginning of the design development phase.
- 2.14 **Land Use Pre-Application** – Attend pre-application meeting with the City to review the Type III land use process, and identify any potential areas of concern with the Schematic Design approach.
- 2.15 **Engage CM/GC** –PP&R will lead the process to develop the RFP for selecting the CM/GC. Consultant will review the RFP, and participate in the selection of the CM/GC.
- 2.16 **Coordination with RACC** – Coordinate with RACC to develop an RFP for the public art component of the park. The Schematic Design Package will identify opportunities for art within the park that support the overall park design.

- 2.17 **Additional Geotechnical Investigation** – Consultant shall conduct additional geotechnical investigation of up to 5 borings to depth of 30 feet to be located below proposed structures, in order to evaluate foundation conditions under those structures.
 - 2.18 **Structural Review** – Attend design meetings as required for structural input. Review and propose design alternatives.
 - 2.19 **Task 2 Deliverables:**
 - 2.19.1 Presentation Materials describing programming and site assessment (based on Task #1) for PAC Meeting #1 and Community Meeting #1
 - 2.19.2 Presentation Materials including Illustrative Site plan, Elevations/Sections and Perspectives for three concepts – to be used in PAC Meeting #2 and #3 and Community Meeting #3.
 - 2.19.3 Illustrative Site plan, Elevations/Sections and Perspectives for preferred concepts
 - 2.19.4 Early Assistance Submittal
 - 2.19.5 Pre-Application Submittal
 - 2.19.6 Schematic Design Package
 - 2.19.7 Lighting narrative describing space and performance needs
 - 2.19.8 Cost Estimate
 - 2.19.9 Meeting Minutes
3. **Design Development (4 Months: March – June 2020)**
- 3.1 **Weekly Meetings** – Consultant shall attend weekly meetings (via teleconference or in-person) with PP&R to review design efforts and to coordinate work.
 - 3.2 **CM/GC Collaboration** – Beginning in Design Development, Consultant shall meet with the CM/GC bi-weekly to collaborate on design development, detailing, cost, and construction coordination.
 - 3.3 **PAC Meeting #4** – At the start of Design Development Consultant shall present the final schematic Design to the PAC, and summarize comments received from Community Meeting #2. Consultant shall incorporate comments prior to Community Meeting #3.
 - 3.4 **Community Meeting #3** – Prepare presentation graphics and present the preferred design concept to the public to inform the community of the design progress and solicit feedback.
 - 3.5 **PAC Meeting #5** – Review community input on preferred design concept and discuss direction for design refinement.
 - 3.6 **Design Refinement** – Consultant shall begin refinement towards 100% Design Development drawings. Refinement shall include incorporating PP&R and PAC comments from the final Schematic Design Presentation, input from comments received at Community Meeting #3, Value Engineering (as needed) to align the Project with budget goals, and developing detailed design options for major park features.
 - 3.7 **Coordination with RACC** – Collaborate with RACC to review artist proposals and actively participate in the artist selection process to ensure selected artist and art concept align with the overall park vision.
 - 3.8 **Accessibility Review** – Meet with PP&R Accessibility Advisory Committee twice during the design development phase. The first meeting will occur at the start of Design Development to review the Schematic Design. Comments from the advisory committee will be incorporated into the 100% Design Development Package. The second review meeting will occur after completion of the Design Development Package to obtain approval for the committee.
 - 3.9 **Land Use Application** – The design development drawings will be the basis of the land use permit application in addition to a Project narrative and supporting technical reports. Consultant shall prepare drawings that meet the specific requirements of the Type III Land Use Application. Consultant shall meet with reviewers and respond to comments as needed throughout the review process, and prepare for and participate in the public hearing.
 - 3.10 **Coordination with Urban Forestry** – Conduct one site meeting with the City’s Urban Forester assigned to the Project to review preliminary recommendations for tree protection and discuss recommendations for tree removal/mitigation.
 - 3.11 **Public Works Permit** – Consultant shall engage PBOT at the completion of Schematic Design to discuss Project improvements and solicit input on the modifications within the Public Right of Way. Consultant shall continue conversations with PBOT throughout design development as Consultant refines the design and prepares the land use application materials.
 - 3.12 **Arborist Report** – Develop a written report to satisfy the requirements of Title 11, including tree preservation standards, tree density requirements, and prescriptive and performance path tree protection recommendations.
 - 3.13 **Design Development Package** – Consultant shall prepare a final Design Development Package. Deliverables at 100% Design Development shall include:
 - 3.13.1 Illustrative Site Plan
 - 3.13.2 Demolition and Erosion Control Plans
 - 3.13.3 Tree Removal/Mitigation Plans
 - 3.13.4 Utility and Stormwater Plans
 - 3.13.5 Materials Plans
 - 3.13.6 Skatepark Plans and Details
 - 3.13.7 Grading Plans
 - 3.13.8 Lighting and Furnishing Plans
 - 3.13.9 Photometric Calculations
 - 3.13.10 Soils Plans
 - 3.13.11 Irrigation Conceptual Zone Plans
 - 3.13.12 Planting Area Plans – noting plant types
 - 3.13.13 Electrical Plans
 - 3.13.14 Structural Drawings and Calculations
 - 3.13.15 Specifications in CSI outline format

- 3.13.16 Stormwater Report
- 3.13.17 Traffic Study
- 3.13.18 Arborist Report
- 3.14 **Cost Estimate** – Based on the Design Development Package, Consultant shall prepare a detailed cost estimate to mirror the CM/GC’s estimate for comparative purposes and collaborate with CM/GC to coordinate and reconcile costs at this level.
- 3.15 **Design Development Plan Review** – Following submittal of the Design Development Package, Consultant shall meet with CM/GC and representatives from PP&R Management Team, Urban Forestry and Maintenance staff to review the Design Package. Comments shall be incorporated at the beginning of the Construction Document phase.
- 3.16 **Task 3 Deliverables:**
 - 3.16.1 Presentation Materials for PAC Meeting #4 and #5 and Community Meeting #3
 - 3.16.2 100% Design Development Package
 - 3.16.3 Cost Estimate
 - 3.16.4 Land Use Permit Application – drawings and narrative
 - 3.16.5 Furnishing and Materials Package – cutsheets, images and website links

4. Construction Documentation (8 Months: July 2020 – February 2021)

- 4.1 **Weekly Meetings** – Consultant shall attend weekly meetings with PP&R and the CM/GC to review design efforts and to coordinate work. The CMGC will address design and construction coordination.
- 4.2 **Coordination with RACC** – Attend regular meetings with the selected artist to coordinate placement of art within the park.
- 4.3 **Crime Prevention Through Design (CPTED)** – Meet with CPTED review committee prior to the 60% Submittal to obtain approval on design.
- 4.4 **PAC Meeting #6** – Prepare and present updated renderings based on the 100% Design Development package.
- 4.5 **Construction Documentation** – At the start of Construction Documentation Consultant shall respond to comments, review the construction budget, schedule and milestones. The Project Management plan and critical path schedule will be updated as required.
- 4.6 **Value Engineering** – Prior to 60% submittal, revise Construction Drawings to reflect approved Value Engineering scope.
- 4.7 **Construction Document Package** – Produce and submit 60%, 90% and 100% Construction Documents. Deliverables at each submittal to include:
 - 4.7.1 Public Works ROW Package – to include all street improvements and work within the Public Right of Way
 - 4.7.2 Demolition and Erosion Control Plans
 - 4.7.3 Tree Removal/Mitigation Plans
 - 4.7.4 Utility and Stormwater Plans
 - 4.7.5 Materials Plans
 - 4.7.6 Grading Plans
 - 4.7.7 Lighting and Furnishing Plans
 - 4.7.8 Soils Plans
 - 4.7.9 Irrigation Plans
 - 4.7.10 Planting Plans
 - 4.7.11 Electrical Plans
 - 4.7.12 Structural Plans and Calculations
 - 4.7.13 Skatepark plans and details
 - 4.7.14 Draft management and Maintenance Plan
 - 4.7.15 Construction Details
 - 4.7.16 Specifications in CSI format
- 4.8 **Cost Estimate** – Prepare detailed cost estimate at 60% to mirror the CM/GC’s estimate for comparative purposes and collaborate with CM/GC to coordinate final reconciliation and review of GMP documents.
- 4.9 **Plan Review** – Meet with CM/GC and representatives from PP&R Management Team, Urban Forestry and Maintenance staff to review the 60% and 90% submittals. Provide written responses to comments, and incorporate review comments following each submittal.
- 4.10 **Construction Permits** – The 100% Construction Documents will be submitted to Bureau of Development Services for Permits. Consultant shall meet with City staff, respond to checksheet comments, and revise drawings as required to obtain permits. Permits anticipated include, but are not limited to:
 - 4.10.1 Site Development
 - 4.10.2 Public Works
- 4.11 **Task 4 Deliverables:**
 - 4.11.1 Construction Document package at 60%, 90% and 100% Submittals.
 - 4.11.2 Cost Estimate at 60%
 - 4.11.3 Site Development and Public Works Permit Drawings
 - 4.11.4 Written Comment Responses
 - 4.11.5 Meeting Minutes
 - 4.11.6 Services During

5. Construction (12 Months: May 2021 – June 2022)

- 5.1 **Develop “For Construction” set of Construction Documents.**
- 5.2 **Pre-construction meeting** – Attend pre-construction meeting and respond to questions about the design intent, as needed. Consultant shall prepare and provide a submittal tracking log to identify all Project submittals that are necessary for construction.
- 5.3 **Weekly Construction Meetings** - Attend weekly construction meetings to observe construction. Provide meeting minutes and field reports documenting construction progress.
- 5.4 **Submittal Review** – Review product submittals and shop drawings; respond to requests for information, produce change orders and clarification drawings as needed.
- 5.5 **Substantial Completion** - Attend substantial completion walk-throughs and develop a punch list. Multiple walk-throughs are expected, and will be scheduled as work is completed.
- 5.6 **Final Acceptance** - Attend final acceptance walk-throughs to review completion of the punchlist.
- 5.7 **Warranty Log** – Prepare and provide a warranty list of all items specified. Log to include list of products covered under warranty, manufacturer’s information, and duration of warranty.
- 5.8 **Project Close-Out** – Prepare record documents based on CM/GC’s as-built drawings. Collect and Review construction warranties and O&M manuals, provide a landscape establishment and management plan.

II. CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Chelsea McCann	Principal in Charge; Project Leader; Provide guidance, vision, and direction for the project; Landscape Architect
Lara Rose	Design Principal; Landscape Architect; provide design leadership for community placemaking
Andrea Kuns	Project manager; day-to-day contact; landscape architect; work with the consultant team and ensure each project stays within budget
Paul Wroblewski	Project designer; landscape architect; work with the consultant team to refine the design
Dean Olson	QA/QC Lead Landscape Architect

III. SUBCONSULTANTS

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

NAME	DMWESB CERTIFICATION TYPE	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Landau Associates	None	Geotechnical, Permitting	\$114,522
Grummel Engineering	ESB #4736	Structural Engineering	\$37,481
Stenn Design	None	Horticulture, Soil Specialist	\$86,060
Standridge Design	WBE #9693	Civil Engineering	\$141,352
DCW Cost Management	WBE #9269	Cost Estimating	\$31,640
Jet Planning	WBE #11102	Land Use	\$54,427
Morgan Holen & Associates	ESB/WBE #8482	Arboriculture	\$10,335
Lancaster Engineering	ESB #8371	Transportation Engineering	\$39,234
MLC Engineering	MBE/WBE #4210	Electrical Engineering	\$61,873
Littlefish Lighting	MBE/WBE #8982	Lighting Design	\$54,820
Grindline	None	Skatepark Design	\$35,648
Propel Studio – LandArc	ESB #8828 – None	Architecture	\$17,289

The City will enforce all social equity Contracting and Disadvantaged, Minority, Women and Emerging Small Business (D/M/W/ESB) subContracting commitments submitted by the Consultant in its Proposal. For Contracts valued \$50,000 or more, the Consultant shall submit subconsultant payment and utilization information electronically, reporting ALL subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at: <https://www.portlandoregon.gov/brfs/75932>. Contact the PTE Contract Compliance Specialist for submission guidelines.

IV. COMPENSATION

- 1. The maximum that the Consultant can be paid on this Contract is \$1,189,848 (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.

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.

2. PAYMENT TERMS: Net 30 Days

2.1 Hourly Rates

The billing rates shall not exceed those set forth in Exhibit A.

2.2 Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

- 2.2.1** Travel (at applicable IRS rates)
- 2.2.2** Other approved project expenses

2.3 Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant.

2.4 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:

- 2.4.1** No increases will be granted before the one-year anniversary of the Contract;
- 2.4.2** No more than one increase shall be granted per Contract year;
- 2.4.3** Rate increases may not exceed the then-current average inflation rate for the West Region Class Size A (as determined from the US Department of Labor statistics);
- 2.4.4** Rate increases shall not be retroactive.

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

3. 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 calendar 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.

4. 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, Consultant 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 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, CONSULTANT 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.

Consultant Signature: _____ Date: _____ Entity: _____

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

As an independent Consultant, 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 Consultant 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. Consultant: 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.

Consultant Signature Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE

ORS 670.600 Independent Consultant 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 consultant" 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 Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600.

Walker Macy, LLC

BY: _____ Date: _____

Name: _____

Title: _____

CONTRACT NUMBER: 30006991

CONTRACT TITLE: Parklane Park Development

CITY OF PORTLAND SIGNATURES:

By: N/A Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: N/A Date: _____
Elected Official

Approved:

By: N/A Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

Contract 30006991 Exhibit A

PARKLANE PARK			
Firm	Name	Role on Project	Hourly Rate
Walker Macy	Chelsea McCann	Principal in Charge	\$150
Walker Macy	Lara Rose	Design Principal	\$150
Walker Macy	Dean Olson	QA/QC Landscape Architect	\$145
Walker Macy	Andrea Kuns	Landscape Architect	\$115
Walker Macy	Aaron Maples	Landscape Designer	\$95
Walker Macy	Simon Lee	Staff	\$80
Walker Macy		Administration	\$75
Landau	Calvin McCaughan	Principal - Geotechnical Engineer, Senior Reviewer	\$250
Landau	Kent Wiken	Senior Associate Geotechnical Engineer, Gravel Pit Fill Evaluation	\$230
Landau	Jeremy Davis	Senior Associate Chemical Engineer, Gravel Pit Fill Evaluation	\$230
Landau	Steve Quarteman	Senior Associate Scientist - Habitat Assessment Senior Reviewer	\$230
Landau	Daniel Simpson	Associate Engineer - Geotechnical	\$205
Landau	David Johnson	Subconsultant Project Manager, Associate Engineer	\$205
Landau	Sierra Mott	Senior Project Scientist - Site Recon and Historical Research	\$170
Landau	Eve Henrichsen	Project Scientist - Habitat Assessment	\$155
Landau	Heather Rogers	Senior Staff Scientist - Habitat Assessment	\$139
Landau	Gregory Nostrand	Senior Staff EIT - Geotechnical Field work	\$139
Landau	Jeffrey Valluzzi	CAD Draftsperson	\$124
Landau	Kristi Schultz	Data Specialist - Project setup and File Management	\$124
Landau	Mallory Skinner	Project Coordinator -Document Production	\$112
Landau	Dennis Dodson	Project Coordinator - Billing	\$112
Grummel Engineering	Bob Grummel	Principal	\$180
Grummel Engineering	Eric Pfau	Engineer of Record	\$150
Grummel Engineering	Brittany Stone	Project Engineer	\$130
Grummel Engineering	Evgeny Hadji	Staff Engineer	\$110
Grummel Engineering	Lydia Berndt	Structural Drafter	\$96
Grummel Engineering	Stephen Hefflin	Structural Drafter	\$96
Stenn Design	Howard Stenn	Soil Specialist	\$120
Standridge Design	Laura Standridge	Principal/Project Manager	\$140
Standridge Design	Craig Bissonnette	Senior Designer	\$110
Standridge Design	Cody Cumpton	Project Designer	\$100
Standridge Design	Greta Holmstrom	Senior Planner	\$120
Standridge Design	Mark Mayer	Professional Land Surveyor	\$125
Standridge Design	Sathor Domingo	Survey Technician	\$100
Standridge Design	Tomye Fries	Administration	\$75
DCW		Director	\$175
DCW		Specialist	\$175
DCW		Cost Estimators	\$165
DCW		Clerical	\$85
JET Planning	Elizabeth Decker	Land Use Planner (PIC)	\$145
Morgan Holen Assoc.	Morgan Holen	Arborist	\$150
Lancaster Engineering	Todd Mobley	Principal-in-Charge	\$225
Lancaster Engineering	Brian Davis	PM/Project Engineer	\$175
Lancaster Engineering	Jessica Hajar	Analyst	\$110
Lancaster Engineering	Terrington Smith	Analyst	\$110
Lancaster Engineering	Gregory Mallon	Planning Intern	\$75
MLC Engineering	Lun Chau	Electrical Engineer	\$180
MLC Engineering		Electrical Designer	\$170
Littlefish Lighting	Devki RajGuru	PM/Senior Designer	\$225
Littlefish Lighting	Specialist - as needed	External Specialist	\$250
Littlefish Lighting	Project Designer - as needed	Revit/CAD	\$180
Littlefish Lighting	Project Designer - as needed	Calcs/Code Research	\$150
Littlefish Lighting	Admin - as needed	Project coord/admin	\$90
Grindline	Matt Fluegge	Principal	\$155
Grindline	Micah Shapiro	Lead Designer	\$125
Grindline	James Kinedinst	Design Associate	\$85
Grindline	Brett Johnson	Design Associate / EIT	\$85
LandArc	Scott Fornaciari	Irrigation designer	\$75