

INNOVATIVE WET WEATHER PROGRAM GRANT AGREEMENT
Bureau of Environmental Services, City of Portland

This grant agreement is between the Bureau of Environmental Services, City of Portland, acting by and through its Elected Officials, hereafter called "City," or "BES," and Urban Water Works, hereafter called "Grantee". The City's Project Manager is Amber Marra. This agreement shall become effective on October 31, 2004 (or on the date at which every party has signed this contract, whichever is later.) This agreement shall expire, unless otherwise terminated or extended, on June 30, 2005.

The City of Portland Bureau of Environmental Services has been awarded federal Environmental Protection Agency grant funds for accomplishment of activities as described in this agreement from third parties as designated by the City, and the City has awarded such grant to Grantee as described in this agreement. The Grantee agrees to perform the work described in EXHIBIT A attached hereto. In return, BES agrees to provide up to a total of \$24,500.00 on a reimbursement basis upon presentation of receipts for items outlined in the Budget. BES reserves the right to reallocate funds as outlined in the Budget.

Other terms and conditions listed on page 2 and Exhibit A.
GRANTEE DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Attn: _____
Address: _____
Social Security #: _____
Federal Tax ID #: _____ State Tax ID #: _____ Business License # _____
Citizenship: Nonresident alien Yes No
Organization Designation (check one): Individual Sole Proprietorship Partnership
 Limited Liability Co (LLC) Estate/Trust Corporation Public Service Corp.
 Government Registered 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 agreement approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to the terms of this agreement and to perform work outlined in the statement of work made part of this agreement.

Approved by the Grantee: _____
Signature/Title _____ Date _____

CITY OF PORTLAND SIGNATURES

Approved by Project Manager: _____
Project Manager _____ Date _____

Approved by Mayor or Commissioner: _____
Elected Official or Delegate _____ Date _____

Approved by Bureau Director: _____
Bureau Director _____ Date _____

Approved by City Auditor: _____
City Auditor _____ Date _____

Approved as to form
by City Attorney: _____
Office of City Attorney _____ Date _____

CITY OF PORTLAND COMMUNITY STEWARDSHIP GRANT AGREEMENT

1. Grant Award and Compensation

The Grantee agrees to perform the work described in Exhibit A. In return, BES agrees to provide up to the total compensation identified in this agreement, on a reimbursement basis upon presentation of receipts. BES shall pay Grantee for work performed under this agreement after the effective date shown. Funds must be expended prior to the termination date shown in this agreement.

2. Billing and Payment Procedure

Grantee must submit to the City Project Manager an invoice that includes the following: Name and Address of Grantee, Grantees Social Security or Business Tax ID Number, Date of Invoice, Project Name, List of items for payment (and corresponding receipts), List of tasks for which reimbursement request corresponds, and Total amount of payment request.

3. Subcontracts and Assignment

Grantee 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 subgrantee or subcontractor, the Grantee shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Grantee hereunder. The Grantee agrees that if subgrantees or subcontractors are employed in the performance of this Agreement, the Grantee and its subgrantees or subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

4. Work Product and Record

All work the Grantee performs under this agreement shall be considered a public record. BES shall be provided a copy of data, photographs, documents, plans, copyrights, specifications, working papers and any other materials the Grantee produces in connection with this agreement. On completion or termination of the agreement, the Grantee shall deliver a copy of these materials to the City Project Manager.

5a. Indemnity - Claims for Other than Professional Liability

Grantee shall defend, save, and hold harmless Portland Public Schools, School District No. 1J, Multnomah County (District) and the City of Portland, their officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Grantee or its subgrantees or subcontractors, agents or employees under this agreement.

5b. Indemnity - Claims for Professional Liability

Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Grantee or its subgrantees or subcontractors, agents or employees in performance of services under this agreement.

6. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

7. Workers Compensation Insurance

Grantee and all persons working under this agreement are subject employers under the Oregon workers compensation law and shall provide workers compensation insurance for all their subject workers. A certificate of insurance shall be attached to this agreement. Grantee agrees to maintain workers compensation insurance coverage for the duration of this agreement. If Grantee does not have commercial workers compensation insurance, Grantee agrees to accurately complete Exhibit B. If Grantee qualifies as a non-subject employer, this certification shall be maintained with this agreement as proof of that certification.

8. Liability Insurance

Grantee shall maintain general liability insurance with a combined single limit of not less than \$1,000,000 for each occurrence and \$2,000,000 in aggregate for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided in this agreement, shall provide that the District and the City of Portland, and their agents, officers and employees are additional insured but only with respect to the services provided under this grant agreement, shall include a 30-day cancellation clause that provides that the insurance shall not terminate or be canceled without 30 days written notice first being given to the City Auditor and the Districts General Counsel, shall provide that coverage applies to claims between insureds on the policy, shall include coverage for damages or injuries arising out of the use of automobiles or other motor vehicles by Grantee, and Grantee agrees to maintain continuous, uninterrupted coverage for the duration of this grant agreement. Failure to maintain this insurance shall be cause for immediate termination of this agreement by the City. Grantee shall have all participants and volunteers sign the Liability Waiver provided by BES.

INNOVATIVE WET WEATHER PROGRAM GRANT AGREEMENT

EXHIBIT A

Statement of the Work

BES has received federal EPA funding for Innovative Wet Weather Projects (IWWP) to reduce stormwater runoff into the combined sewer system through innovative methods, including vegetated stormwater facilities and retrofits of existing impervious area. BES is partnering with a limited number of properties to implement innovative stormwater projects that meet EPA funding and BES watershed planning criteria. The property related to this agreement is owned by Portland Public Schools. This grant agreement has been developed based on agreement between the City and Portland Public Schools.

Project Terms:

As a condition of this grant and recipient of grant funds, Grantee-Contractor Urban Water Works will agree to and abide by the terms of the Memorandum of Agreement between the City of Portland Environmental Services and Portland Public Schools governing the approval, construction, and maintenance of stormwater management facilities constructed as retrofits to existing development on Portland Public Schools property. Urban Water Works will design, obtain permits for, and construct the project as described in this grant agreement. Urban Water Works will notify BES in writing within 5 business days of any changes to the design or function of the facility that results from circumstances that arise during construction, and will not implement any changes that decrease the utility of the project for stormwater management purposes without first obtaining the City's written agreement.

Urban Water Works will ensure that all volunteers sign a "Volunteer's Agreement, Waiver of Liability, and Volunteer Injury Release Form" prior to engaging in any activities related to the project.

Urban Water Works will develop and submit to BES and Portland Public Schools an Operations and Maintenance Plan (O&M) that is consistent with the O&M requirements specified in the BES Stormwater Management Manual. Urban Water Works will perform routine maintenance as described in the O&M plan through September 2010.

Urban Water Works will annually submit a copy of a site Stormwater Operations and Maintenance Activities list, updated to provide information about activities that occurred over the previous year for 5 years following construction. In addition, submit a short written report summarizing any problems related to the stormwater management facilities, and changes made to address those problems. This updated O&M Activities list and report shall be submitted by August 30th of the year following execution of this agreement, and every year thereafter for 5 years (including August 30th, 2010).

Urban Water Works will supply the following documentation to BES within 60 days of completion of the project: A revised final budget including all activities, materials, and labor, including in-kind contributions of material, services and labor; final project drawings ("As-Builts") and any additional documents as required by BES or EPA.

Progress Reports:

Urban Water Works will provide bi-weekly progress reports (on the first and third Tuesdays of each month) that include the following information:

- Weekly and total expenditures;
- Weekly and total volunteer and in-kind donations of labor, material and services;
- Progress towards completion of project; and
- Photographs of construction, volunteer and public events, and copies of publicity and media.

Project Location:

The Bridger Water Garden is located at Bridger Elementary, 7730 SE Market St., Portland, OR, 97215, (State Taxlot ID: 1S2E05DA 11300) and is owned and managed by Portland Public Schools.

The Bridger Water Garden will remove 12,000 sq. ft. of asphalt playground and redirect roof runoff from approximately 13,200 sq. ft. of roof surface to a stormwater landscape area that will treat and infiltrate runoff. The project will manage runoff from approximately 25,000 square feet of impervious surface (about 12,000 by removing asphalt and up to 13,000 from disconnecting downspouts).

Stormwater facility type and size (see attached design plan):

Seven downspouts that drain 13,200 sq. ft. of rooftop will drain to a series of linked vegetated swales and infiltration basins that overflow into an existing catch basin. Four of the downspouts will be piped underground to small "bubbler" fountains, overflowing above ground to vegetated infiltration basins. Three downspouts will be disconnected to linked vegetated swales that lead to a paved path with flow-through channels, then to the vegetated infiltration basin. The vegetated infiltration basin overflows to the existing catch basin. The total area of vegetated swales and vegetated infiltration basins are 2,000 sq. ft.

Scope of Work/Timeline:

Sept/Oct 2004:

1. Removal of brick planters around existing trees
2. Install temporary security fencing around perimeter
3. Asphalt removal by L&L Concrete and Coffman Construction

Nov/Dec 2004:

1. Finish planting plan
2. Remove existing benches
3. Site rough grading by Ramco
4. Rough grading of Westside "creeks" and "beach area"
5. Plant bioswale grass mix in "creeks"
6. Cover crop all upland planting areas cover in straw mulch
7. Plant perimeter of old rectangle
8. Lay gravel in infiltration areas and plant through March

Dec/Jan/Feb 2005:

1. Select rocks/boulders for site
2. Finalize plant list
3. Complete rockwork for stepped "creek"
4. Design/construct troughs for downspout sites

March/April 2005:

1. Lay gravel paths and pervious brick area
2. Construct bridge/causeway
3. Plant trees
4. Till up covercrop areas, amend soil
5. Place seating boulders
6. Set stepping stones
7. Finish grading berm area

May 2005:

1. Soil prep and amending
2. Seed lawn areas
3. Finish planting berm areas and swales
4. Cut asphalt, dig trenches, and lay pipe/plumbing to downspouts
5. Patch asphalt

Budget:

Category	BES IWWP	RACC	PTA	Other source	In-kind	TOTAL
Personnel:						
Project Manager 520 hrs @ \$20/hr.	\$2,000			\$8,400		\$10,400
Design Manager 97.2 hrs. @ \$50/hr.	\$2,500			\$2,360		\$4,860
AmeriCorps Intern				\$2,200	\$2,200	\$4,400
Parent volunteers					\$4,032	\$4,032
Volunteer Labor:						
Students & parent volunteers 600 hrs. @ \$6.5/hr					\$3,900	\$3,900
Planning team of adults 220 hrs. @ \$6.5/hr.					\$1,440	\$1,440
Professional:						
Artists		\$972			\$1,000	\$1,972
Designers/Landscape Architects					\$2,500	\$2,500
Environmental Education Support					\$1,000	\$1,000
Water Budget					\$1,800	\$1,800
Grading Plan					\$1,500	\$1,500
Wetland Scientists/botanists					\$2,000	\$2,000
Supplies/Materials:						
Art/Design Materials		\$746		\$146		\$892
Plants, trees	\$2,000		\$2,000		\$4,000	\$8,000
Soil amendments	\$2,000					\$2,000
Pavers				\$3,000		\$3,000
Gutter Retrofit + piping	\$3,000				\$1,000	\$4,000
Irrigation hose & sprinklers	\$500					\$500
Mortar	\$100					\$100
Rock/Gravel/Topsoil/compost	\$2,000			\$1,000	\$2,000	\$5,000
Grading Permit	\$400					\$400
Plumbing Permit	\$400					\$400
Downspout permits	\$600					\$600
Ecoroof structure				\$4,500	\$2,000	\$6,500
Copying/printing/promotional materials				\$500		\$500
Rental Fees:						
Field trips/transportation				\$300		\$300
Hauling & Asphalt Removal	\$4,000					\$4,000
Back hoe/grading	\$3,000					\$3,000
Temporary fencing & erosion control	\$1,000					\$1,000
Additional Materials	\$1,000					\$1,000
Accountant					\$1,000	\$1,000
Contingency				\$8,000		\$8,000
TOTAL	\$24,500	\$1,718	\$2,000	\$30,406	\$31,372	\$89,996

**EXHIBIT B INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT
FOR GRANTEES WITHOUT COMMERCIAL WORKERS COMPENSATION INSURANCE**

SECTION A

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

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

Project Manager Signature

Date

SECTION B

Independent contractor certifies he/she meets the following standards:

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

Contractor Signature/Title

Date












Urban Water Works

www.urbanwaterworks.org

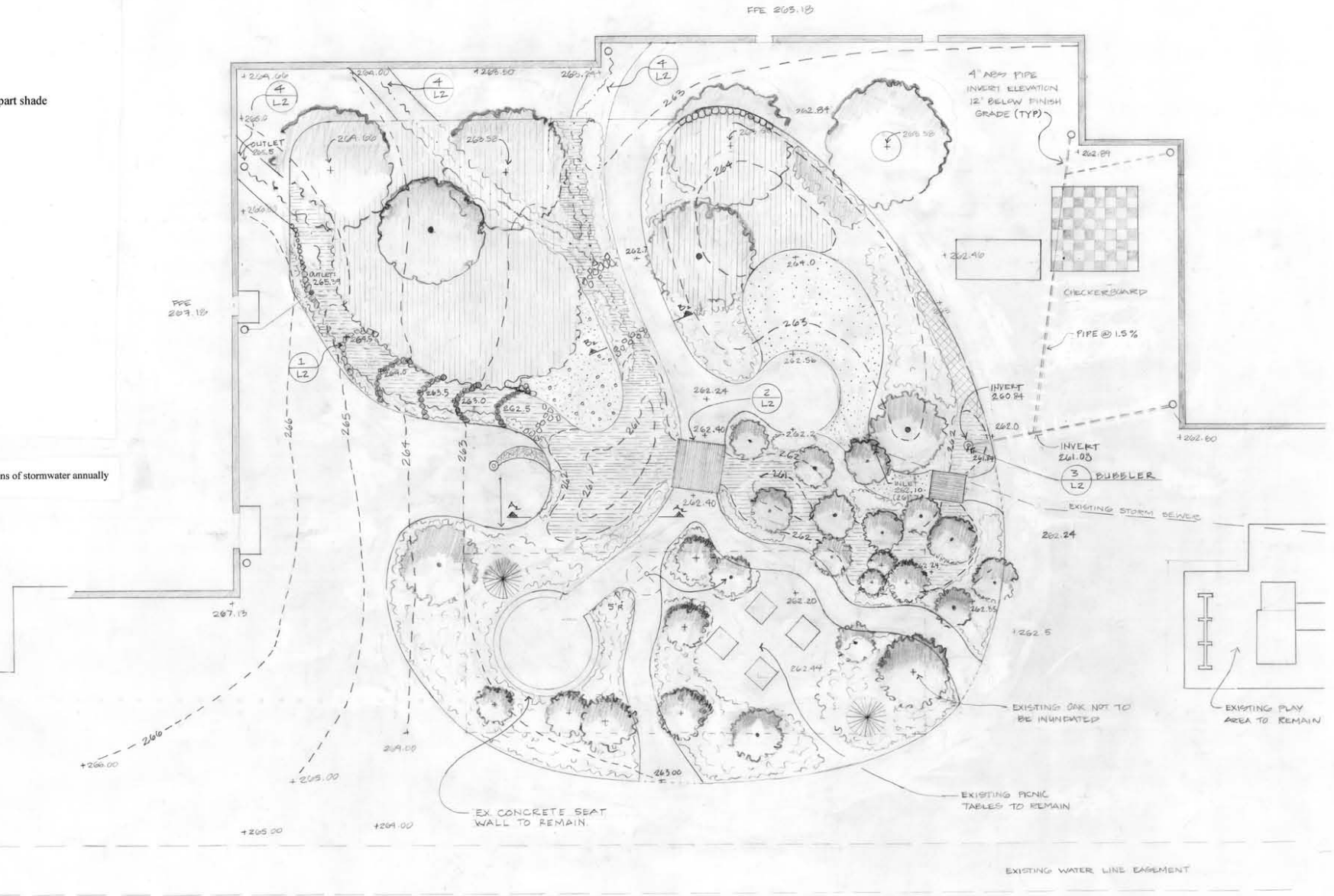
STANDARD NOTES

1. Field verify all dimensions, elevations and layout prior to construction. All significant changes to plan are subject to approval by landscape architect of record.
2. Set storm drain rim elevation to maximize infiltration without flooding any areas on pathways or within 6' of buildings.
3. Maximum ADA pathway gradients: 1:20 (5%) with a maximum cross slope of 2%.
4. Pathway materials to consist of: 1) a layer of polypropylene construction fabric (Amoco nonwoven geotextile # 4550 or equivalent) between the undisturbed soil layer and the gravel base, 2) 4" of compacted 3/4" road base compacted to 90% 3) 2" of 1/4" - Dust Quarry fines stabilized with Road Oyl™, a natural pavement stabilizer made of pine rosin.
5. Maximum landscape slope of 3:1.
6. All bare soil areas to be planted, seeded or mulched by October 15, 2004 to prevent soil erosion.
7. Maximum standing water depth of 6", and temporary stormwater depth to a maximum of 1'-3".
8. Protect existing trees and shrubs with temporary construction fencing wrapped around the trunk circumference with 4' diameter.
9. Place biobags around stormwater inlets to prevent any sediment from entering the drain.
10. Minimum pipe gradients of 1/8" : 1' to 1/8" : 1' with 1/4" : 1' to be used wherever possible.
11. Set brick and paving stones on well draining gravel base 4" minimum with 1/4" sand bedding layer as necessary.
12. Schoolyard emergency exits must be completed and free of obstacles prior to the opening day of school in September.

LEGEND

-  Shrubs, grasses, perennials for full sun
-  Shrubs, grasses, perennials for part sun/part shade
-  Native bunch grasses and wildflowers
-  Stormwater Infiltration Area
-  Lawn
-  Infiltration strip
-  Stepping Stones
-  1/4" Crushed Rock ADA accessible path
-  Gravel Bar
-  Existing tree
-  New tree

Note: The garden will receive an average of 450,000 gallons of stormwater annually



SITE LAYOUT & GRADING
July 2004



Ann Baker, Landscape Architect
David Whitaker, Civil Engineer
Erin Middleton, Project Manager

Scale: 1" = 10'-0"
North

Sheet
L1

BRIDGER SCHOOL WATER GARDEN Design Plan