

**CLASSICAL CHINESE GARDEN
PORTLAND, OREGON, USA
WORK OUTLINE**

Exhibit A

The City of Portland, Oregon, USA, (American Party) and the Suzhou Garden Bureau of the City of Suzhou, China, (Chinese Party) agree to the following responsibilities to design the Classical Chinese Garden and prepare construction documents for its completion

PROJECT MAGNITUDE

Occupying an area of one city block in Portland, which is approximately one acre, the Classical Chinese Garden will embrace all the fine elements of the authentic Classical Chinese Garden of which the meeting room, office space for the sister city associations and the Classical Chinese Garden Society, and the classical architecture cover no less than 600 square meters

I. Design

The Suzhou Garden Designing Institute of the Suzhou Garden Bureau is primarily responsible for the initial planning of the entire garden project

The City of Portland is responsible for technical assistance, and for review and approval of planning consistent with local legal requirements

All design and construction documents must be approved by an architect licensed to

practice in Oregon

The Chinese Party agrees to cooperate with the architect selected by the American Party to produce design plans and construction documents that will meet local building requirements and be buildable in Portland, Oregon

A The Chinese Party is responsible for the design of the project including the following garden and architectural elements

Gate entry way

Four sides hall (meeting space)

Boat shaped building

Tower building (office space)

Xuan building (office space)

Hexagon pavilion (located in the middle of the pond)

Square pavilion

Half pavilion

Covered zigzag walkway, covered walkway bridge

Side entrance and duty walkway

Tea House (kitchen)

Wash room

Ticketing office and retail shop

Perimeter walls

Interior walls

Designing of rockeries and single stone arrangements

Designing of walkway and ground elements

Landscape design

Other needs identified in the listing provided by the American Party, see appendix

- B The American Party is responsible for the design review and approval of the project, for technical assistance, and for designing of the infrastructure which includes the following

Architectural Assistance

Building codes

Accessibility codes established by the Americans with Disabilities Act

Structural engineering for foundations

Design assistance with kitchen

Design assistance with rest rooms

Signage

Mechanical Engineering Assistance

Sanitary sewer

Potable water

Water feature mechanics

Fire protection sprinklers

All utilities on site

Electrical Engineering Assistance

Lighting other than traditional Chinese fixtures

Other systems

Environmental Control Systems Engineering Assistance

Air conditioning

Heating

Landscape Engineering Assistance

Irrigation

Drainage

- C The Chinese Party is responsible for preparing construction documents in English and Chinese for the project. Construction documents shall provide sufficient technical information and detail to meet the requirements of the local architect and any regulatory agencies.
- D The American Party is responsible for technical review and approval of the construction documents and for preparation of the construction documents for site infrastructure including natural gas, sewer, water, site drainage, electrical

power, site lighting, and foundations Drawings shall be dimensioned in metric and shall include Chinese and English notations

II. Time Table

Design of this project will consist of three phases, expected to take seven months

First draft plan - 60 days following passage and signing of joint resolution

Second draft plan - 60 days following the approval and return of the review comments from the American Party

Construction documents - 90 days following the approval and return of the review comments from the American Party

III. Design and Construction Documents

First Draft-plan drawing eight pieces, size #1, (23 4" x 33") includes

Overall parameter drawing, i e perspective drawing, one piece

Master plan drawing, one piece

Three-dimensional drawings, two pieces

Section drawings, four pieces

Second draft drawing 25-30 pieces, size #1, includes

Topographical drawing, master plan drawing, drawings of placement of plant materials, 1 piece each ✓

Drawings for each structure (plan, three-dimensional and section)

Construction design drawing, 40-45 pieces, size #1

The Construction Documents include drawing of master plan perspective, master plan of three dimensions, drawings of plan views, drawings for each structure, three dimensional views, enlarged drawing of certain areas, interior-exterior decorative drawing, placement of rockeries and plant material. Notes of explanation, or specifications shall be provided as needed for City of Portland building permits and construction.

Ratio of the Drawings

Master plan drawing	1 200
Plan, three-dimensional, section drawings for each structure	1 50
Detail drawings	1 10/ 1 20

The American party should complete the review and approval process for the first and second draft plan submittals within two weeks of receipt. Should the American Party extend the review and approval process for the design and construction documents, the Chinese Party will extend the time table for the project accordingly. The progress of the project is dependent upon availability of funds. Therefore, the Chinese Party

shall not proceed from first draft plan phase to second draft plan phase or from second draft plan phase to third draft plan phase without prior written consent of the American Party. All parties are confident that the funding for design and construction documents will be completed.

IV. Other Obligations and Responsibilities

A The American Party will provide the Chinese Party with technical data needed for design and construction documents, including

- 1 [✓] Approved documents for the selected site including a topographical drawing (ratio 1:200), drawings of site utilities, as well as related drawings of surrounding buildings, roads and parking lots
- 2 Statistics on natural environment, such as climate, wind force, rainfall and earthquake, etc., deemed necessary for the project, and American laws and regulations related to protection against earthquake, fire, etc.
- 3 Soils report including the chemistry of the local soil and the available plant materials
- 4 Design and construction documents for mechanical, plumbing, electrical, and foundation systems

- 5 Cooperation between technical experts of Chinese and American parties as needed during the design phase, the second draft design, and construction documents

✓
B The Chinese Party will

- 1 Be responsible for design and construction documents as provided herein, and responsible for design quality
- 2 Be responsible for design and construction documents for all structural elements, excluding foundations
- 3 Be responsible for design and construction documents for architectural and landscape components and materials

V. Designing Fee and Payment Time Table

The total fee owed to the Chinese Party is one hundred and sixty eight thousand dollars (\$168,000) which will be paid in US dollars

- A 10% payment of the designing fee, i.e., sixteen thousand, eight hundred (\$16,800) US Dollars (\$16,800) will be due two weeks after the signing of this partnership agreement and the provisions IV A, item 1, are met,

- B An additional sixteen thousand, eight hundred US Dollars (\$16,800) will be due two weeks after the first draft plan is presented to the American Party

- C Another 30% payment of the designing fee, i e , fifty thousand and four hundred US dollars (\$50,400) will be due two weeks after the second draft design is presented to American Party

- D The balance, 50% of the designing fee, i e , eighty four thousand US dollars (\$84,000) will be due two weeks after the approved construction drawings are presented to the American Party

Each payment will be cabled to the Suzhou Institute of Landscape Architectural Design The beneficiary Bank is Bank of America Int'l, New York U S A , Account # 6550590188, Further credit forwarded to the People's Construction Bank of China, Suzhou Branch, Suzhou, Jiangsu, China

Costs of the room and board and local transportation for visiting Chinese experts in Portland, Oregon, USA as approved in advance by the American Party will be in addition to the design fee

✓
The Chinese Party understands that the Classical Chinese Garden Society, a private non-profit corporation organized for the purpose of building a Classical Chinese Garden in Portland, Oregon has been delegated the responsibility to obtain the funds to pay for the project The Mayor's Steering Committee will

support the fundraising efforts of the Classical Chinese Garden Society

VI. Confidentiality of Design Documents

All the design drawings, materials and documents provided by the Chinese Party to the American Party under this partnership agreement enjoy technology design patent and/or copyright privileges. The American Party guarantees no transfer to a third party except the Classical Chinese Garden Society or other duly noted authorized agent for the City, unless agreed to by the Chinese Party.

✓ The Chinese Party guarantees no release of the contents of this design to a third party unless agreed to by the American Party.

VII. Force Majeure

When this project is disrupted due to war, earthquake, flooding, fire and other reasons beyond control by either party, the effective time for this project should be extended for a period no less than the event. No claim for the loss caused by the above-mentioned reasons should be raised by either party.

The party which suffers from the force majeure should inform the other party through fax as soon as possible, and provide the details of the event and certification of authority concerned by air mail.

Should the event of force majeure occur and this project has to be extended in execution, both parties should conduct friendly consultation and reach agreement on the extension

VIII. Construction

The construction contract, containing supervision, will be signed separately

IX Amendments

If amendments are to be made, then both parties will need to sign to agree, which will become an inseparable part of this partnership agreement

X. Effectiveness of the Resolution and Partnership

To assure the smoothness of the partnership, the American party guarantees that the theme of "Two Chinas" or "One China, one Taiwan" will not be represented in any way in this garden during its design, construction, or after completion,

This resolution and partnership is signed on this ___ day of ___, 1995 in Portland by representatives of Chinese and American parties, and will be effective on this very day it is signed. This partnership shall terminate when work is completed, but no later than one year from the date it is signed.

Vera Katz, Mayor / Date
City of Portland

Zhang Xin Sheng, Mayor / Date
City of Suzhou

35441

RESOLUTION NO.

Adopt a joint resolution with the City of Suzhou for the design and preparation of construction documents for a Classical Chinese Garden in Portland, Oregon (Resolution)

WHEREAS, a delegation from our sister city of Suzhou, China, representing the Suzhou Garden Bureau, led by Mr Xu Fu Rong, has visited Portland and expressed strong interest in a partnership with the City of Portland to build a Classical Chinese Garden, and

WHEREAS, an understanding was reached in October, 1994, between Mr Huang Jing Ru and Mr Chen Bo Shou of the Suzhou Garden Bureau and Dr Eng Lock Khoo of Portland regarding the design of the Classical Chinese Garden, and

WHEREAS, the Northwest Natural Gas Company will lease land in northwest Portland, under certain conditions for the Garden, and

WHEREAS, The City of Portland has established a "Mayor's Classical Chinese Garden Steering Committee" charged with oversight of the project's development and fundraising, authorization of the expenditure of funds, operation of the City trust account, and coordination with sister city governments, and

WHEREAS, the Classical Chinese Garden Society will be responsible for soliciting pledges and donations sufficient to pay for the design and construction of the Classical Chinese Garden and will contribute to the development of the design, and

WHEREAS, Portland's sister city associations have agreed to play a liaison role with Portland's sister cities and manage aspects of protocol for the garden project, and

WHEREAS, the City of Suzhou, represented by the Suzhou Garden Bureau, has agreed to a partnership with the City of Portland, sister city to Suzhou, to design and build a Classical Chinese Garden in Portland, and

WHEREAS, delegates from Suzhou and Portland have met to discuss and agree on each party's responsibilities for design of the garden, and

WHEREAS, responsibilities for each party are outlined in the attached work outline

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Portland, a municipal corporation of the State of Oregon, through the Mayor, and the City of Suzhou, that a partnership has been formed to design and prepare construction documents for a Classical Chinese Garden in Portland, Oregon

BE IT FURTHER RESOLVED, that both parties accept the responsibilities in the work outline, attached as Exhibit A, and will work diligently to complete design and prepare construction documents for the Classical Chinese Garden

Adopted by Council, **SEP 13 1995**
Mayor Vera Katz
Andrew Haruyama
September 8, 1995

BARBARA CLARK
Auditor of the City of Portland
By *Britta Olson*
Deputy

1511
Agenda No

RESOLUTION NO **35441**

Title

Adopt a joint resolution with the City of Suzhou for the design and preparation of construction documents for a Classical Chinese Garden in Portland, Oregon (Resolution)

INTRODUCED BY	Filed SEP 8 1995
MAYOR VERA KATZ	Barbara Clark Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	
Finance and Administration <i>Vera Katz</i>	By <u><i>Cay Kershner</i></u> Deputy
Safety	For Meeting of _____
Utilities	
Works	
BUREAU APPROVAL	ACTION TAKEN
Bureau OFFICE OF THE MAYOR	
Prepared by Date Andrew Haruyama 9/8/1995	
Budget Impact Review	
<input type="checkbox"/> Completed <input type="checkbox"/> Not Required	
Bureau Head Mayor Vera Katz	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS	
			YEAS	NAYS
Consent	Regular X	Blumenauer	_____	_____
NOTED BY		Hales	✓	
City Attorney		Kafoury	✓	
City Auditor		Lindberg	_____	_____
City Engineer		Katz	✓	