

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

CONTRACT NO. *Click Here and Type*

**SHORT TITLE OF WORK PROJECT:
Dawson Park and Streetscape Improvements**

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and 2.ink Studio, hereafter called "Contractor". The City's Project Manager for this contract is Sandra Burtzos.

Effective Date and Duration

This contract shall become effective on February 2, 2011 (or on the date at which every party has signed this contract, whichever is later). This contract shall expire, unless otherwise terminated or extended, on September 30, 2013.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$177,845 for accomplishment of the work.
(b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONTRACTOR DATA AND CERTIFICATION

Name (please print): 2.ink Studio

Address: 107 SE Washington, Suite 228, Portland, OR 97214

Employer Identification Number (EIN) 20-5277044

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business License # 688233

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. Information not matching IRS records could subject you to 20 percent backup withholding.

**STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

1. Access to Records

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

2. Audits

- (a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. 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 General Accounting Office.
(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.
(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. **Effective Date and Duration**

The passage of the contract expiration date (as recorded on reverse side) 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 cured.

4. **Order of Precedence**

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contract's terms and conditions, b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

5. **Early Termination of Agreement**

- (a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. **Payment on Early Termination**

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. **Remedies**

- (a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. **Subcontracts and Assignment**

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

9. **Compliance with Applicable Law**

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. Contractor shall complete the INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT, which is attached hereto and by this reference made a part hereof.

(a) **Indemnity - Claims for Other than Professional Liability**

Contractor shall defend, save, and hold harmless the City of Portland, its 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 Contractor or its subcontractors, agents or employees under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

(b) Indemnity - Claims for Professional Liability

Contractor 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 Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

(c) Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

- (a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

- (b) ☒ Required and attached or ☐ Waived by City Attorney: _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:

- (c) ☒ Required and attached or ☐ Waived by City Attorney: _____

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

- (d) ☒ Required and attached or ☐ Waived by City Attorney: _____

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

- (e) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause and 10-day non-payment clause that provides that the insurance shall not terminate or be cancelled without 30 days or 10 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. Ownership of Work Product

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

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

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 Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

17. 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.

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 License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

20. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by City Project Manager)**22. Arbitration: / X / Not Applicable / ___ / Applicable (consult with City Attorney's Office before finalizing as applicable)**

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any

litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

23. Progress Reports: / X / Applicable / ___ / Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, the STATEMENT OF THE WORK should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: / X / Applicable / ___ / Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in the STATEMENT OF THE WORK. The Contractor shall not change personnel assignments without the prior written consent of the City.

25. Subcontractors: / X / Applicable / ___ / Not Applicable

The City requires Contractors to use the Minority, Women and Emerging Small Business (M/W/ESB) subcontractors identified in their proposals, and as such the Contractor shall assign these subcontractors as listed in the STATEMENT OF THE WORK to perform work in the capacities designated. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer.

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature _____ Date _____ Entity _____

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

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

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

City Project Manager Signature _____ Date _____

SECTION C

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 form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

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

Contractor Signature _____ Date _____

CONTRACTOR 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 Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

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

2.ink Studio

BY: _____ Date: _____

Name: _____

Title: _____

Contract No. _____

Contract Title: Dawson Park and Streetscape Improvements

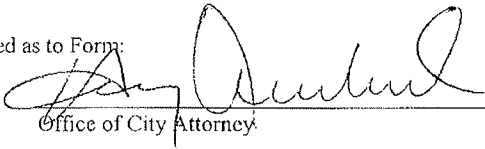
CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By:  _____ Date: 1/14/11
Office of City Attorney

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES
EXHIBIT A**

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

1. TECHNICAL OR REQUIRED SERVICES

The Contractor shall perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish these goals. The following describes the proposed scope of services for the project. The decision to proceed with each major task will rest solely with the PPR project manager. Where graphic products are required for review, the consultant design team shall budget to provide ten (10) copies of materials. The Contractor shall provide draft meeting notes for all meetings they attend for review and comment by the City. Comments will be incorporated to fully and accurately reflect the meeting discussions and decisions resulting in a Final Meeting Summary for each meeting.

Task One: Work Plan & Technical Investigation

A. Technical Investigation

1. **Relevant Information.** Assemble, review, and confirm all relevant information about the project area. Include key previous studies and plans, record drawings, historical park and neighborhood information, rights-of-way maps, utility information/easements, environmental conditions, and transportation and utility system plans. Conduct a site reconnaissance tour to document existing conditions. Document the existing palette of park and street furnishings, paving, and materials, as well as the condition of those items. Document the assemblage of relevant information. For Portland Parks & Recreation-provided items, this can be a list of document titles and their dates, and for information provided by other sources, provide a copy to PPR, along with a summary memorandum of all the relevant information and any implications to the project scope of proposed work.
2. **Base Plan.** Develop a detailed base plan for the project site. Compile the City-provided topographic survey and as-builts together with any planned street or utility projects' plans and any upcoming adjacent property development. In order to help expedite this project, the City intends to contract from the On-Call Contracts for a complete topographic site survey. The Design Team can anticipate the survey will be available upon Notice to Proceed on this project. Upon Notice to Proceed, the Design Team will be able to review the completed survey work, and request any additional information, areas, or corrections by the City's contracted surveyor.
3. **Geotechnical Investigation.** Provide a geotechnical investigation report for all project areas performed by a registered Geotechnical Engineer.
4. **Tree Assessment.** Provide a tree assessment report and recommendations for park and ROW trees performed by a certified Arborist. Include for each tree: size, species, general condition, observable defects, and potential impact to each tree from proposed project. Each tree should be keyed to the site survey, along with locations of overhead power lines.
5. **Identify Preliminary Concerns & Issues.** Participate in meetings to identify preliminary concerns and issues with the Technical Advisory Committee (TAC) and others as needed. Among others, these will include: coordination of public involvement with PPR; coordination through PPR on involvement of the neighborhood in the interpretive information and method of communicating it; coordination of public right-of-way improvements and public utilities with Portland Bureau of Transportation (PBOT), Bureau of Environmental Services (BES) and Portland Water Bureau (PWB); coordination with franchise utility providers; coordination with

Bureau of Development Services (BDS) on permitting; coordination with BES on stormwater management within the park; coordination with Bureau of Planning and Sustainability as well as Sustainable Procurement Services on sustainable design opportunities and Green Building Policy compliance; coordination with Regional Arts and Culture Council (RACC) on public art; coordination with Office of Neighborhood Involvement's (ONI), Portland Police, and Portland Park Rangers on crime prevention through environmental design; coordination with Urban Forestry on tree assessment, protection, and mitigation for any removals. Provide meeting summaries to document information provided and any decisions made in the meeting.

6. **Summary of Opportunities and Constraints.** Upon conclusion of the Technical Investigation Phase, provide a summary of opportunities and constraints revealed through the entire technical investigation phase.

Task Two: Schematic Design

Upon authorization from the PPR Project Manager, the Design Team will proceed with schematic design.

A. Schematic Design Alternatives

Using information gathered in Task One and the 2007 Master Plan, develop three schematic design alternatives for the primary design features. The purpose of the schematic alternatives is to describe and illustrate the strengths and weaknesses of various design approaches for review. There may be some common design components among the alternatives, but there must be substantive differences to allow reviewers choices. Schematic design should include at a minimum alternatives for the children's play area modifications and fence design, splash pad, park entry including the general display methods/concepts for interpretive information, sidewalk layout, planting concept including any recommended removals and replacements, sustainable design opportunities, lighting concept, relationship to public transportation, and potential public art opportunities/locations. Coordinate with the public artist. Schematic design will also include preliminary proposed options for thematic elements, products, site furnishings, and materials, including cut sheets or weblinks for all products for review and consideration.

Provide an order of magnitude cost estimate for each schematic design alternative.

Each schematic element will be reviewed, and the design team should anticipate a good dialogue with project participants to assure high quality results. A preferred schematic design or elements of more than one design will be selected for refinement.

B. Final Schematic Design

The final preferred schematic design elements will be developed and illustrated with presentation quality color graphics (board size and 8.5 x 11 or 11 x 17) of site plans, sections, and elevations with appropriate detail, along with furnishings & materials palette.

Final drawings will include a site plan illustrating the overall park plan and showing the preferred designs for all the elements. All drawings shall be suitable for inclusion in newsletters or other publications. Drawings must be also be available in a black and white reproducible format.

Provide a final schematic design cost estimate.

Task Three: Design Development

A. Design Development

Upon authorization from the PPR Project Manager, the Design Team will proceed with design

development drawings for the preferred design alternative.

Based on Schematic Design cost estimates and review comments, and as directed by the City, adjust the design and/or materials to match the scope to the budget, allowing for some alternates (selection as approved by City) to be carried forward into Design Development for further refinement and cost estimating. Provide value engineered cost estimate documentation and narrative of the proposed design changes to demonstrate that the changes will bring the project scope into alignment with the budget.

Provide more detailed drawings, including existing conditions plan (survey), demolition plan including any recommended tree removals, grading plan (slope directions and gradients to communicate concepts), utility plans (proposed locations of underground piping, conduits, surface structures, vaults, manholes, etc., materials proposed, any new franchise utilities), utility design plan and profile sheets, utility relocation plans, preliminary drainage design, site layout plan (scoring, paving interfaces, primary dimensions only, such as sidewalk widths and overall sizes of features, not detailed layout geometry), materials plan, irrigation zone plan (describe and/or show approach for modifying existing system to accommodate new improvements which may include points of connections, mainline routing, proposed equipment, coverage goals, zones), planting plan (locations, massing and species alternatives), lighting plan for any changes in layout or additions, and preliminary site details, including interpretive elements. Work with neighborhood and other stakeholders to research and develop appropriate interpretive information to be included in the project, and provide written drafts and graphics throughout the process for review by stakeholders.

Design development will also include a more refined package of proposed products, site furnishings, materials, and proposed color chips/samples for all items.

Coordinate with public artist on the type and location of art and its incorporation into the project.

Provide a detailed cost estimate and a minimum of a table of contents for technical specifications.

The design development for the splash pad will include cost benefit analysis of the following water use and disposal options: 1) flow through system (water to Sanitary Sewer), 2) re-circulated water system (water filtered, sanitized and re-used in the water feature), 3) reclaimed water system (water to storage tank for reuse in irrigation).

B. Building and ROW Improvement Permits Initial Review

The Bureau of Development Services (BDS) will provide an Early Assistance process for cursory reviews of progress drawings prior to permit submittal, if needed. Schematic Design and/or Design Development drawings can be used for this purpose, so all the required permits can be determined and important issues can be highlighted by BDS for the design team prior to permit submittal to help shorten the review and revision process. An Early Assistance meeting with the Bureau of Environmental Services (BES) staff to review the Portland Stormwater Management Manual requirements, management approach, and forms/plans/reports/calculations that will be required for the permit review process is required.

Review plans with representatives of Bureau of Transportation (PBOT) to determine permit and approval process for any proposed ROW improvements. If PBOT determines the improvements will require a Street Improvement Permit requiring full engineering review, as opposed to a counter permit, an Early Assistance Conference will be mandatory, as well as a Pre-Design Conference and reviews according to a prescribed process. A counter permit will only be allowed by PBOT for in-kind sidewalk replacement in the same location. Moving the sidewalk locations, working around existing utilities, and changing curb ramps for ADA compliance are all examples of improvements requiring the Street Improvement Permit review process. The Early Assistance conference will include interested City bureaus (PBOT, BES, Water, and Urban Forestry). This conference will likely occur at the beginning of design development or near the end of schematic design, as appropriate. The Design Team is expected to be able to discuss the technical requirements of each of the interested bureaus. The typical issues that are covered in the pre-design conference include,

but are not limited to, the following:

- Stormwater management
- Water supply
- Street trees
- Sidewalks
- Curb ramps
- Lighting
- Signage and Striping

Task Four: Construction Documents

Upon authorization by the PPR project manager, the Design Team will proceed with preparation of construction documents.

A. Construction Documents

Based on Design Development cost estimates and review comments, and as directed by the City, adjust the design and/or materials to match the scope to the budget, allowing for some alternates (selection as approved by City) to be carried forward into Construction Documents for further refinement and cost estimating. Provide value engineered cost estimate documentation and narrative of the proposed design changes to demonstrate that the changes will bring the project scope into alignment with the budget after each cost estimate stage identified.

Prepare complete construction documents for permitting and the City's formal bidding process. Include bid alternates and specifications based on or in compliance with PPR standards. This process will include at least three reviews, at approximately 60%, 90%, and 100%. Anticipate some review revisions to the 100% set to confirm changes that occurred between 90% and 100%, as part of the permit set production.

Provide all construction documents necessary to construct the project including construction drawings and technical specifications that are coordinated with the City's General Conditions of the Contract and Division One specifications, and coordinated with PBOT standard specifications and details in the case of street permit work. Some specification sections will be provided to the Design Team containing PPR's standard requirements and materials. Technical specifications are required in CSI 2010 Masterformat. The final version of drawings is required to be produced in a CAD format and provided on rewriteable CD-ROM or DVD disks in .dgn or .dwg format. The information will be required to be separated into levels (layers) and identified by level (layer) name, number, and symbology according to standards specified by PPR. Perform all work necessary to meet the Portland Stormwater Management Manual requirements, including soil infiltration testing, reports, forms, calculations, and drawings. Continue to refine interpretive information to be included in the project, and provide written drafts and graphics throughout the process for review by stakeholders.

Continue to coordinate with public artist on the incorporation of art into the project and the construction documents as needed.

Street Improvement Permit Set:

Work that is within the public right-of-way requiring a Street Improvement Permit will be required to have a separate set of Public Works drawings and specifications as specified by PBOT. Attend a Pre-Design conference with PBOT and other affected bureaus to identify design requirements late in the Design Development (DD) task or early in the Construction Documents (CD) task. Permit submittals for any required Street Improvement Permit will be on an earlier and separate track, as the approval process from first submittal to approved permit set should be anticipated to be 4-6 months.

Throughout Construction Documents task, based on estimates and review comments, and as directed by the City, adjust the design and/or materials to match the scope to the budget, allowing

for some alternates to be carried forward through construction documents and bidding for further refinement and cost estimating. Provide cost estimate documentation and narrative of the proposed design changes at each stage of construction documents cost estimates to demonstrate how the changes will bring the project scope into alignment with the budget.

Task Five: Permitting

Upon authorization by the PPR project manager, the Design Team will proceed with preparation of permit set and permit applications.

A. 100% Construction Document Review Revisions

Prior to permit submittal, if the PPR project manager determines at her sole discretion that the 100% CD drawings require too many revisions or there are too many outstanding unresolved issues, the issues will be resolved and the Design Team shall make the revisions prior to producing permit sets for submittal. If, on the other hand, the PPR project manager determines the 100% CD review comments and any unresolved issues are minor enough that the 100% CD drawings and specifications are sufficient for permit submittal, any remaining 100% CD review comment revisions may be made during the permitting period, prior to Bid Set.

B. Building Permit

Provide all information, resubmittals, corrections and additions necessary to obtain required building permits, including trips to BDS to mark up or attach revisions to the permit review sets as necessary. The City project manager will be the applicant and prime point of contact, with all communications, checksheets, responses, negotiations, and appeals flowing through her. The City project manager will give direction on revisions.

C. Street Improvement Permit

Provide all information, resubmittals, corrections and additions necessary to obtain required permits, including trips to PBOT to mark up or attach revisions to the permit review sets as necessary. The City project manager will be the applicant and prime point of contact, with all communications, checksheets, responses, negotiations, and appeals flowing through her. The City project manager will give direction on revisions.

Task Six: Bid Period Services

Upon authorization by the PPR project manager, the Design Team will proceed with preparation of bid set.

A. Bid Set Preparation

Throughout the Construction Documents and Permitting tasks, based on cost estimates, review comments and revisions, and as directed by the City, adjust the design and/or materials to match the scope to the budget and prepare bid alternates, as directed by the PPR project manager in order to provide adequate flexibility should the bids come in substantially lower or higher than the cost estimates. Provide detailed cost estimate documentation of the proposed design changes and of each alternate to demonstrate how the changes will bring the project scope into alignment with the budget and provide flexibility in awarding a contract should the bids come in substantially low or high. Bid sets will contain all the drawing and specification revisions to date, as well as all permit revisions. Assist City with preparation of bid form, unit price schedule, Supplemental General Conditions, bid alternates narrative and drawings, contractor pre-qualification requirements, and other contract requirements for the bid documents.

B. Bid Period Services

Provide services during the bid period, including attendance at a pre-bid meeting, preparation of all addenda including review of material substitution requests and document clarifications. Update drawings electronically with all addenda information, and provide the Construction Set of drawings and specifications with all addenda items incorporated.

If all bids are over budget, the Design Team will be required to make City directed value-engineering changes that alter the scope of work to bring bids within the project budget at no additional cost to the City of Portland.

Task Seven: Construction Administration and Close-Out

Upon authorization by the PPR project manager, the Design Team will proceed with construction administration. PPR will have a construction manager assigned to this project to represent the City.

A. Construction Administration Services

Provide a complete spreadsheet of required submittals per PPR format spreadsheet, including close out submittals, for a tracking log. Provide construction administration services. This will include attendance at pre-construction meetings, weekly project meetings, draft weekly meeting notes, and site visits during construction, weekly site observation reports, site observation visits, fabrication plant, nursery and quarry visits as required in the project specifications, additional site visits if necessary for problem solving, review and approval of shop drawings, submittals (including completeness review), samples and mockups, Requests for Information (RFIs) responses, issuance of Architect's Supplemental Instructions (ASIs), communication with the contractor through PPR construction manager or project manager, with PPR construction manager, and with PBOT and BDS inspectors, monitoring the contractor's performance, providing clarification to construction documents as necessary, substantial completion walk through and punchlist, and final completion walk through and punchlist. Monetize the punchlists and advise the City on retention amounts to cover the necessary corrections. Track all drawing and specification changes throughout the construction process in the electronic files for ease of compiling Record Drawings during Close-Out.

B. Construction Close-Out

Review contractor provided red-lined as-builts, project closeout manual, warranties, and spare parts submittals, and provide comments on their accuracy and completeness. Produce electronic record drawings in PPR's required format that includes all changes made to the project since the construction set, including owner/design team revisions and the information from contractor's as-built mark ups.

2. WORK PERFORMED BY THE CITY

The City has assigned a project manager to oversee the successful Proposer's work and provide support as needed. Specific duties the City will perform include:

- Owner project management
- Owner construction management
- Public involvement facilitation

The City will provide the successful Proposer with:

- Topographic survey of the park
- Approved Dawson Park Master Plan and Priority Matrix (2007)
- Draft Public Involvement Plan

- Record drawings for various park improvements made over the years (accuracy, completeness, and quality varies)
- Various historical information from PPR files, although additional research will be necessary for the interpretive information
- PPR CAD Standards
- PPR General Conditions and Division One
- PPR Technical Specification Sections that have specific requirements (primarily Tree Protection and Irrigation)
- PPR As-Built Standards

3. DELIVERABLES

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, reports and meeting summaries. The successful Proposer is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. The policy can be viewed at: <http://www.portlandonline.com/omf/index.cfm?c=37732>.

Although the City currently anticipates this project will proceed directly from Design through Construction and Close Out, there is a potential for the project to be phased with a gap of one to three years between design and construction.

Anticipated meetings may move between the tasks to best suit the needs of the project and attendees' schedules. Deliverables and schedule for this project shall include:

Task One: Work Plan & Technical Investigation

Products:

1. Detailed Project work plan – Scope, Compensation, and Schedule (First draft due 15 business days after Notice of Intent to Award)
2. Summary memorandum to document the assemblage of relevant information described under Section B.1, Task One, B.1 and recommendations
3. Photo and narrative documentation of existing conditions and palette of park and street furnishings, paving, and materials, along with a summary memorandum regarding the conditions and recommendations.
4. Site base plan
5. Geotechnical Investigation Report
6. Arborist's Tree Assessment Report and Recommendations for trees both inside the park boundaries and within the Right-of-Way.
7. Meeting summaries for all meetings attended
8. Summary of Opportunities and Constraints from information gained through the entire Technical Investigation phase.

Anticipated Meetings:

- a. Biweekly (or as needed) meetings with City project manager, including at least one site visit
- b. Up to six meetings as necessary with other agencies, City bureaus, and City staff, to be combined or staggered for efficiency where possible
- c. Up to two meetings with Technical Advisory Committee (TAC)

Task Two: Schematic Design

Products:

1. Three Schematic design alternatives as described in Part I, Section B.1. of this RFP, appropriately illustrated to communicate to the public, including in an unattended public display (Budget for ten full size and ten half size printed sets and electronic files in pdf format, as well as 2 sets of full size boards for public display. Products should also be legible in black & white and reduced format for inclusion in newsletters and websites)
2. Options for proposed thematic elements, products, site furnishings, lighting, interpretive elements, and materials for public review
3. Digital images and information for web and comment card to facilitate public feedback
4. Magnitude of cost estimate for each schematic design alternative
5. Final Schematic Design drawings package appropriately illustrated to communicate to the public the preferred schematic design and thematic elements, products, site furnishings, lighting, and materials (Budget for ten full size and ten half size printed sets and electronic files in pdf format, as well as 2 sets of fully size boards for public display. Products should also be legible in black & white and reduced format for inclusion in newsletters and websites)
6. Detailed cost estimate for preferred final schematic design
7. Meeting summaries for all meetings attended

Anticipated Meetings:

- a. Biweekly (or as needed) meetings with City project manager
- b. One meeting with PPR public involvement staff to prepare for public meeting
- c. One public meeting to present schematic design and thematic options
- d. Presentation to Interstate Corridor Urban Renewal Area Committee (ICURAC) or the ICURAC Parks Subcommittee
- e. Presentation to RACC (Regional Arts & Culture Council) Public Art Advisory Committee
- f. Up to four meetings for selection of public artist and meeting with the artist
- g. One presentation with Portland Parks & Recreation Disability Advisory Committee
- h. Up to two meetings with the Technical Advisory Committee (TAC)
- i. One plan review meeting with PPR project manager and Operations & Maintenance staff
- j. Up to six meetings as necessary with City bureaus and others

Task Three: Design Development

Products:

1. Value engineered version of schematic design cost estimate and narrative description of design and/or material changes (if directed by City)
2. Design development drawings (equivalent to approximately 30% CD) (Budget for ten full size and one half size printed sets and electronic files in pdf format.) ROW drawings to be in PBOT format.
 - a. Existing Conditions Plan (Survey) (stand alone sheet(s) from proposed improvements sheets)
 - b. Demolition Plan
 - c. Civil Stormwater & Utility Plans, Utility Preliminary Details, and Plan & Profiles
 - d. Grading Plan
 - e. Materials Plan (may be combined on Layout Plan if legible)
 - f. Layout Plan (primary dimensions only)
 - g. Irrigation Zone Plan (can be combined with Planting Plan if preferred)
 - h. Planting Concept Plan
 - i. Preliminary Details
 - j. Preliminary Lighting/Electrical Plans, Details & Photometric calculations
3. Package of proposed thematic elements, furnishings, lighting, materials, and color chips/samples, including weblinks for each
4. Drafts of written and graphic interpretive materials

5. Technical Specifications Table of Contents
6. Detailed cost estimate
7. Cost benefit analysis for splash pad to compare water use and costs in flow through system, recirculating system, and reclaimed system
8. Meeting summaries for all meetings attended

Anticipated Meetings:

- a. Biweekly meetings with City project manager
- b. One meeting with Portland Bureau of Transportation (PBOT) permitting group to determine whether a counter permit or a Street Improvement Permit will be required once the ROW improvements scope is fully defined
- c. One Early Assistance conference with PBOT and other affected City bureaus for any ROW work required to be permitted through Street Improvement Permit process
- d. One meeting with Bureau of Development Services (BDS) for Early Assistance if necessary
- e. One meeting with BDS's Bureau of Environmental Services staff for Early Assistance with meeting the Portland Stormwater Management Manual's requirements
- f. One presentation with Portland Parks & Recreation Disability Advisory Committee
- g. Presentation to Interstate Corridor Urban Renewal Area Committee (ICURAC) or the ICURAC Parks Subcommittee, if needed
- h. Presentation to RACC (Regional Arts & Culture Council) Public Art Advisory Committee
- i. Up to two meetings with public artist
- j. One plan review meeting with PPR project manager and Operations & Maintenance staff
- k. One meeting with the Technical Advisory Committee (TAC)

Task Four: Construction Documents

Products: (Budget for ten full size and one half size printed sets and electronic files in .pdf format for each submittal.) ROW drawings to be in PBOT format.

1. Value engineered version of Design Development cost estimate and narrative description of design and/or material changes (if directed by City)
2. 60% Construction Documents package
 - a. Existing Conditions Plan (Survey) (stand alone sheet(s) from proposed improvements sheets)
 - b. Erosion Control Plan
 - c. Demolition Plan
 - d. Civil Storm & Utility Plans, Utility Details, and Plan & Profiles
 - e. Grading Plan
 - f. Materials Plan
 - g. Layout Plan
 - h. Irrigation Plan
 - i. Planting Plan
 - j. Details
 - k. Lighting/Electrical Plans & Details, Photometric, including a Grounding Plan for the splash pad, and photometric calculations
 - l. Technical Specifications
 - m. Draft Drainage/Stormwater Management Report
 - n. Preliminary (60% level) Street Improvement Permit review drawings (if required by PBOT for type of street sidewalk improvements being undertaken)
4. Revised 60% CD package of proposed thematic elements, furnishings, lighting, materials, and colors, including weblinks for each
5. Refined drafts of written and graphic interpretive materials
6. Detailed 60% CD cost estimate
7. Value engineered version of 60% CD cost estimate and narrative description of design and/or material changes (if directed by City)

8. 90% Construction Documents package
 - a. Existing Conditions Plan (Survey) (stand alone sheets(s) from proposed improvements sheets)
 - b. Erosion Control Plan
 - c. Demolition Plan
 - d. Civil Storm & Utility Plans, Utility Details, and Plan & Profiles
 - e. Grading Plan
 - f. Materials Plan
 - g. Layout Plan
 - h. Irrigation Plan
 - i. Planting Plan
 - j. Details
 - k. Lighting/Electrical Plans & Details, including a Grounding Plan for the splash pad
 - l. Technical Specifications
 - m. Final Drainage/Stormwater Management Report and all forms, plans, and specifications required by the Portland Stormwater Management Manual
 - n. Soil Infiltration Test results, as required by Portland Stormwater Management Manual
 - o. Final (90% level) Street Improvement Permit review drawings (if required by PBOT for type of street sidewalk improvements being undertaken)
9. Revised 90% CD package of proposed thematic elements, furnishings, lighting, materials, and colors, including weblinks for each
10. Refined drafts of written and graphic interpretive materials
11. Detailed 90% CD cost estimate
12. Value engineered version of 90% CD cost estimate and narrative description of design and/or material changes (if directed by City)
13. 100% Construction Documents package
 - a. Existing Conditions Plan (Survey) (stand alone sheet(s) from proposed improvements sheets)
 - b. Erosion Control Plan
 - c. Demolition Plan
 - d. Civil Storm & Utility Plans, Utility Details, and Plan & Profiles
 - e. Grading Plan
 - f. Materials Plan
 - g. Layout Plan
 - h. Irrigation Plan
 - i. Planting Plan
 - j. Details
 - k. Lighting/Electrical Plans & Details, including a Grounding Plan for the splash pad
 - l. Technical Specifications
14. Revised 100% CD package of proposed thematic elements, furnishings, materials, and colors, including weblinks for each

Anticipated Meetings:

- a. Biweekly meetings with City project manager
- b. Up to three meetings with public artist
- c. Pre-Design Conference with PBOT and other affected bureaus
- d. Up to three plan review meetings with PBOT and other bureau staff
- e. Up to three plan review meetings with PPR Project Manager & Operations & Maintenance staff
- f. One meeting with the Technical Advisory Committee (TAC)

Task Five: Permitting

Products:

1. Permit Set for submittal (see B.1. Task Five)

2. Assist City project manager with permit applications and forms necessary to submit for all permits. City to pay for all permit applications and fees and appeals directly.
3. Stormwater Operations & Maintenance Form, Plan and Specifications, if required for permits
4. Revisions to permit sets as necessary to obtain building and street improvement permits
5. Appeal applications as necessary to obtain permits

Anticipated Meetings:

- a. Meetings as needed to resolve building permit checksheet comments
- b. Meetings as necessary to resolve street improvement permit checksheet comments

Task Six: Bid Period Services

Products:

1. Value engineered version of 100% CD cost estimate and narrative description of design and/or material changes (if directed by City)
2. Bid Set, incorporating any outstanding PPR plan review comments, permit revisions, value-engineering revisions, and bid alternates
3. Bid Alternates (narrative descriptions and any necessary drawings & specifications), as directed by City project manager
4. Assist City with recommendations and preparation of Bid Form, Unit Price Schedule, Supplemental General Conditions, contractor pre-qualification requirements, and other contract requirements for the bid documents
5. Bid Addenda, as directed by City project manager
6. Substitution Requests review and response
7. Recommendations memo regarding bid results and alternates to accept, as well as proposed value engineering changes, if necessary to bring the bids within budget
8. Construction Set, incorporating all bid addenda revisions, selected alternates and value engineering revisions, and any remaining permit revisions

Anticipated Meetings:

- a. Pre-Bid Meeting
- b. Value Engineering meetings as necessary to bring project within budget in the event the bids come in over budget

Task Seven: Construction Administration and Close-Out

Products:

1. Develop list of required submittals on PPR format spreadsheet, including close out submittals, for a tracking log
2. Review and approval of submittals and shop drawings, including a prompt initial completeness review
3. Requests for Information (RFI) responses
4. Architect's Supplemental Instructions (ASIs) as necessary
5. Substitution Request review and responses
6. Weekly construction meeting draft minutes
7. Response memo regarding any missing information in contractor's draft Project Close-Out submittals (spare parts, close-out manuals containing O&M, warranties, color-coded irrigation zone plan, etc.)
8. Response memo regarding any missing information on contractor as-built mark ups
9. Substantial Completion punchlist, including items keyed to a keymap and photos as appropriate to illustrate deficiencies
10. Final Completion punchlist, including items keyed to a keymap and photos as appropriate to illustrate deficiencies
11. Draft Electronic Record Drawings & Specifications (As-Builts) in PPR required format – for review

13. Final Electronic Record Drawings & Specifications (As-Builts)

Anticipated Meetings:

- a. Pre-Construction Meetings
- b. Weekly Construction Meetings with City's Construction and Project Managers and Contractor
- c. Site observations and fabrication plant/nursery/quarry/etc visits as called for in the specifications and as needed by contractor to keep the construction work progressing efficiently and to solve problems as they arise in the field
- d. Substantial Completion walk-through(s)
- e. Final Completion walk-through(s)

All Tasks: Submit a Monthly Subconsultant Payment and Utilization Report by the 15th of each month (reference Part II, Section C.5 of the RFP). Include a monthly project status report with invoice. Payment will be based on deliverables and City project manager's determination of percent completion by task, not by the number of hours spent by the Design Team.

All deliverables and resulting work products from this contract will become the property of the City of Portland. As such, the Contractor and any Subcontractors grant the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, or public education purposes.

4. PLACE OF PERFORMANCE

Contract performance will take place primarily at the Contractor's facility. On occasion and as appropriate, work will be performed at City facilities, a third-party location or any combination thereof.

All meetings will take place in Portland, Oregon. Specific locations will be determined at a future date. All work on the production of the project documents will take place in the consultant's and sub-consultants' offices.

5. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Contractor shall anticipate delays in such places and include the cost of delay in the proposed cost. The successful Contractor's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the successful Contractor's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
Melinda Graham	Principal and Project Manager
Jonathan Beaver	Principal and Lead Designer
Travis Scrivner	Landscape Designer, CAD, and Technical Services

SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
Vigil-Agrimis	Civil Engineering
R&W Engineering	Electrical Engineering
Waterscape Solutions	Fountain Consultant
Pacific Geotechnical	Geotechnical Engineering
Pacific Resources Group	Arborists
Jan Dilg	Consulting Historian

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

As approved in advance by the City Project Manager, fee shifts between team members may occur, if necessary, to best serve the project needs, but shall not exceed 20% change within any single sub consultant's fees as obligated and shown above, unless especially approved by the City Project Manager. However, a minimum of the same percentage listed on the PTE First Tier Subconsultant Disclosure Form of the total labor costs will be performed by the M/W/ESB firms on this list.

COMPENSATION

Contractor shall be paid a lump sum fee not to exceed amount of **\$169,620.00** for all work described by itself and its subcontractors, billed monthly on a percent complete basis of each major Task, as designated in this Statement of Work, plus any authorized expenses directly related to the Project, not to exceed **\$2,200.00** for travel reimbursable expenses and **\$6,025.00** for other reimbursable expenses, as set forth in more detail below, for a TOTAL contract not to exceed amount of **\$177,845.00**. This is a Lump Sum Fixed Fee contract, and therefore the number of hours required to perform the services is irrelevant to the contract, other than it may be used as a guide to determine approximate percent completion of tasks. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by the contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

PAYMENT TERMS: Net 30 Days after an approvable invoice has been received and reviewed by the City and revised by the Contractor.

Standard Reimbursable Costs

The following costs will be reimbursed at cost, with a 10% mark-up.

Automobile mileage	IRS reimbursement rate - Updated annually (currently .51/mile for 2011)
Photocopies/BW print 8 ½ x 11	\$0.15 each
Color copies/print 8 ½ x 11	\$1.00 each
Plotting-inhouse BW 24x36	\$4.00 each
BW 30x42	\$4.40
BW 32x40	\$4.50
BW 36x48	\$6.00
Color 24x36	\$50.00
Color 32x40	\$75.00
Scans	\$1.00 per sq. ft.
Printing, out of office	At cost
Model supplies	At cost
Postage, delivery	At cost
Telecommunication (long distance)	At cost
Travel, lodging, meals	At cost

Subcontractor Costs

Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. There shall be no markup on subcontractor fees or reimbursable expenses.

Adjustment of Labor Rates Due to Inflation

Should the contract be extended beyond its expiration date, through no fault of the Contractor, an adjustment of fees will be considered upon written request from the Contractor. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

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

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

Progress Payments

On or before the 15th of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor 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 or company, labor category, and tasks performed. The Contractor shall also attach photocopies of claimed reimbursable expenses, if applicable. The Project Manager shall stamp and approve all subcontractor invoices and note on the subcontractor 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 Contractor shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any invoice, 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 Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the City to Contractor.

PROJECT TEAM ORGANIZATION

Dawson Park captures the "dual nature" of cultural resources defined in the PP&R Cultural Resource Management Plan as "an inseparable union of social and physical qualities". 2.ink Studio has assembled a team with the respect and skills to assist the communities of N/NE Portland in celebrating the park's rich historic context, preserving the mature natural resources present and integrating park enhancements that support the park's ongoing contribution to the vitality of adjacent neighborhoods.

We are excited to continue our professional relationships with each of the team members. We have worked with Jan Dill, a resident of the inner northeast neighborhoods, on other historical projects in this community. Working with the community, and building on her existing knowledge base, Jan will assist in developing content for the interpretive history components in conjunction with the RACC approved artist.

Civil engineers at Vigil-Agrimis were selected for their commitment to sustainable site solutions and expertise in storm water management. Our working relationship with this multidisciplinary firm (natural resources, civil engineering and landscape architecture) has resulted in a uniquely collaborative design approach on recent projects.

Waterscape Solutions will provide assistance in developing innovative and technically sound splash pad design. Firm Principals have successfully collaborated on seven area water features to date, ranging in size and complexity.

Pacific Resources Group, led by Steve Goetz, will provide professional arborist services. As a previous city employee, Steve understands city resources and the delicacy of working with mature sites. R&W Engineering and Pacific Geotechnical will round out the team with electrical and geotechnical engineering, respectively, again representing team members with which we have worked in complex urban settings.

2.ink Studio will serve as the prime consultant, leading this team in a collaborative planning and design process. We will be the primary point of contact for the client, responsible for ensuring efficient Project Management and effective Public Outreach.

2.INK STUDIO | LANDSCAPE ARCHITECTURE

2.ink Studio is a landscape architecture firm based in Portland, Oregon. The firm has at its core the belief that landscapes have a profound impact on the lives of ordinary and extraordinary people. We believe that good projects come from clear and meaningful communication with our clients, a strong sense of service to our community, and playful enthusiasm for the creation of new and interesting places. The Principals of 2.ink Studio have collaborated for over 14 years, forming 2.ink Studio in 2006 to focus on a practice that integrates our interest in design, community, and ecology with outstanding client service.

We offer a wealth of experience in park master planning and site design. Studio Principals have guided projects ranging from renovations at Sandy's existing Dodge Park to the master planning of Vancouver's 240 acre Hockinson Meadows Community Park. We have led numerous public involvement efforts incorporating stakeholder interviews, public charrettes, surveys, newsletters and open house events. Our work is grounded in comprehensive site analysis and programming, and clear construction documentation is supported by detailed cost estimating and an understanding of regulatory processes to ensure the effective implementation of park improvements.



Jackie Husein Park Playground

KEY STAFF

MELINDA GRAHAM, LA, ASLA, LEED® AP
Principal and Lead Project Manager: Availability 40%

Professional Registration: Landscape Architect; OR#489, WA #1024

Professional Experience: 2.ink Studio, Portland, OR: 2006-Present, Murase Associates, Portland, OR; 2004-2006 (Associate/Vice President), Walker Macy, Portland, OR; 1996-2004 (Project Manager)

Education: Bachelor of Science in Psychology, Lewis and Clark College, 1989, Masters in Landscape Architecture, University of Michigan, 1996

Professional Affiliations: American Society of Landscape Architects, Forest Park Conservancy - Board of Directors; U.S. Green Building Council

Melinda Graham is a Principal and lead project manager at 2.ink Studio. With broad experience in the master planning and design of public parks and waterfronts, her outstanding leadership, project management and public relations skills are instrumental in facilitating client communication and collaboration. Melinda's problem solving skills in all areas of design provide the firm with a broad range of solutions to complex site and program challenges.

Select Project Experience:

Jackie Husein Park; Cedar Hills, OR (2010), Crystal Springs Rhododendron Garden North Lagoon; Portland, OR (2009), NE Martin Luther King, Jr. Boulevard Gateway and Heritage Markers Master Plan; Portland, OR (2010), Hockinson Meadows Park Master Plan; Vancouver, WA (2006)*, Park Planning Studies, THPRD (2008), Corvallis Commemorative Riverfront Park; Corvallis, OR (2002)*, Oregon City Waterfront Master Plan; Oregon City, OR (2002)*

*Projects completed prior to 2.ink Studio

Project Team

KEY STAFF CONTINUED

JONATHAN BEAVER, LA, ASLA, LEED® AP
Principal and Lead Designer: Availability 35%

Professional Registration: Landscape Architect; OR #600, CA #5587

Professional Experience: 2.ink Studio, Portland, OR; 2006 - Present; Murase Associates, Portland, OR; 2002 - 2006 (Senior Associate/Designer), Walker Macy, Portland, OR; 1996 -2002 (Project Manager/Designer)

Education: Bachelor of Landscape Architecture and Bachelor of Fine Art, University of Idaho, 1995

Professional Affiliations: American Society of Landscape Architects, U.S. Green Building Council

Jonathan Beaver is a Principal and lead designer at 2.ink Studio. His background as an artist and landscape architect developed his interest in the integration of aesthetics and ecology in the landscape. With over 14 years of design experience, Jonathan has worked at diverse scales including park master plans, community and neighborhood park designs, urban plazas, and courtyard gardens. Jonathan's strong design skills integrate his sense of material craft with program and client needs to elevate ordinary landscapes into spaces of clarity and beauty.

Select Project Experience:

Jackie Husen Park Design; Cedar Hills, OR (2010), Dodge Park Master Plan* and Amphitheater; Sandy, OR (2006-2010), NE Martin Luther King, Jr. Blvd. Gateway and Heritage Markers Master Plan; Portland, OR (2010), Snyder Park; Sherwood, OR* (2006), Town Center Park; Wilsonville, OR* (2005), Memorial Park; Wilsonville, OR*, Discovery Meadows Park; McMinnville, OR* (2005).

*Projects completed prior to 2.ink Studio

TRAVIS SCRIVNER, Landscape Designer
CAD and Technical Services: Availability 50%

Professional Experience: 2.ink Studio, Portland, OR; 2008 - Present; Moore Iacofano Goltsman, Inc. (MiG), Portland, OR; 2006-2008; Murase Associates, Portland, OR; 2005-2006; Gustafson Guthrie Nichol, Ltd, Seattle, WA; 2004-2005

Education: Bachelors of Landscape Architecture, University of Washington, 2005

Professional Affiliations: American Society of Landscape Architects

Travis Scrivner is a designer at 2.ink Studio who's work focuses on the creative design of public spaces. Travis brings to projects a keen spatial awareness and a broad understanding of current construction techniques. His responsibilities include site analysis and design, development of graphic materials, construction documentation and construction administration.

Select Project Experience:

Jackie Husen Park; Beaverton, OR (2010), Crystal Springs Rhododendron Garden North Lagoon; Portland, OR (2009), Dodge Park; Sandy, OR (2008), Legacy Neighborhood Park, Canby, OR* (2007), 53rd Ave. Community Park, Hillsboro, OR* (2006-2007), Golden Eagle Regional Park, Sparks, NV* (2006-2007)

*Projects completed prior to 2.ink Studio



SUBCONSULTANT TEAM

VIGIL-AGRIMIS | CIVIL ENGINEERING

Vigil-Agrimis, Inc. (VAI) is a professional services consulting firm specializing in civil and environmental engineering, park planning and design support, water resources and natural resources planning, analysis, and design. Their staff includes civil, environmental and water resources engineers, landscape architects and environmental scientists who provide professional services responsive to client and site needs. They work on assignments throughout the Northwest for public and private sector clients, and maintain professional registrations in Oregon, Washington, and Alaska.

VAI has provided civil design support for numerous park and trail projects in Oregon and Washington since their inception in 1999. This experience has varied from the coordination of site utilities to low impact development of storm water design. They have provided engineering support for the design of playgrounds, water features, and associated roadway and sidewalk improvements. A focus throughout their work has been a focus on integrating sustainable site strategies and the integration of parks with their natural settings.

The Portland metro area and Salem are home to the majority of the firm's park work. VAI currently holds several on-call contracts with Portland Parks and Recreation. VAI is dedicated to incorporating low maintenance, sustainable and environmentally sound design practices in all their work. Their significant field experience has helped them develop a field-based practice that provides a "real world" basis for analysis and design.

VAI has a staff of 19 full-time and part-time employees and is a Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE) in Oregon.

KEY STAFF

KEN VIGIL, PE, LEED® AP

Principal and Lead Engineer: Availability 20%

LEED Accredited Professional

Professional Civil and Environmental Engineer in Oregon (No. 15,549)

Professional Civil Engineer in Washington (No. 30,969)

Experience: President, Vigil-Agrimis, Inc., Portland, Oregon, February 1999 to Present

Independent Professional Consultant, Portland, Oregon, July 1998 to February 1999

Senior Civil Engineer, David Evans and Associates, Inc., Portland, Oregon, May 1996 to July 1998

Civil Engineer, Curran-McLeod Engineers, Inc., Portland, Oregon, January 1995 to May 1996

Education: MS. Civil and Environmental Engineering, 1989, Utah State University

B.S. Civil and Environmental Engineering, 1982, Utah State University

Mr. Vigil is a civil and environmental engineer with 28 years of professional experience. He has expertise in project management, hydrology and hydraulics, roadway drainage and water quality design, storm water and wastewater system planning and design, water quality modeling, and technical report writing. Mr. Vigil has a wealth of experience completing a wide range of projects throughout the west, particularly in Oregon and Washington. He uses his technical and managerial skills to lead a multidisciplinary consulting firm, as the president of Vigil-Agrimis, Inc.

Select Project Experience:

Cooper Mountain Nature Park, Washington County Oregon
On-Call Engineering Drainage/Storm water Quality Projects, City of Portland
Jorgenson Woods Neighborhood Park, Clark County Washington

ADAM ZUCKER, PE, CWRE

Project Engineer: Availability 50%

Registration: Professional Civil Engineer and Water Rights Examiner in Oregon (No. 58,509)

Professional Civil Engineer in Washington (No. 43,531)

Experience: Water Resources Engineer, Vigil-Agrimis, Inc., Portland, Oregon. September 2000 to April 2008; October 2009 to Current

District Engineer, Multnomah County Drainage District, May 2008 to September 2009

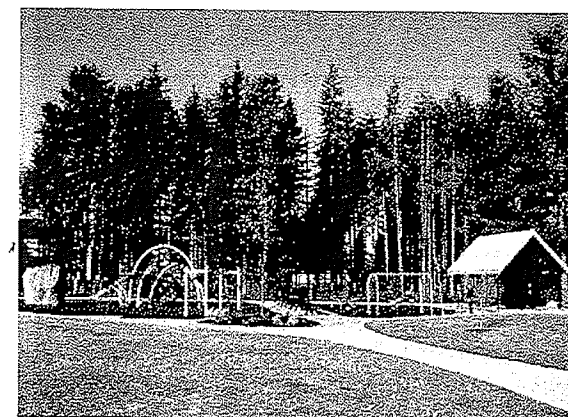
Civil Designer, KPFF Consulting Engineers, August 1998 to September 2000

Education: B.S. Environmental Engineering and Agriculture and Life Sciences, 1997, Cornell University

Mr. Zucker is a civil engineer and environmental scientist with over 12 years of professional experience. Mr. Zucker has experience in small-to-large scale site development and park design, construction documentation, and construction services. He has expertise in low impact storm water development as well as designing water quality and storm water detention facilities. Mr. Zucker also has experience with trail layout and boardwalk design, utility layout, roadway design and frontage improvements, and pedestrian bridge design. Additionally, his skills include environmental permitting, regulatory compliance, and technical report writing. Mr. Zucker combines his strong background in biological and natural sciences with traditional civil and environmental engineering skills.

Select Project Experience:

Cooper Mountain Nature Park, Washington County Oregon
Wade Creek Park, City of Estacada
River Road Park, Salem Oregon



R&W ENGINEERING | ELECTRICAL ENGINEERING

R&W Engineering, Inc., now in business over 32 years, is an engineering consulting firm specializing in mechanical and electrical engineering. Our services include energy analysis, power quality, automation and connectivity engineering. R&W now has offices in Beaverton and Bend Oregon and Longview Washington; our steady growth has allowed R&W Engineering to continue to focus on each project and client while still expanding our horizons and project diversity. R&W currently has 38 employees, 10 as Registered Professional Engineers, 7 LEED® Accredited Professionals, 21 designers, 4 Cad Drafters, and 5 Administrative Personnel. Each member of the design team has many years of experience successfully and efficiently delivering projects on time and within budget. Each of these key personnel has worked with public entities and public contracting at Federal, State, County, and City, and Special Districts since our first year. We fully understand the tight financial constraints and design schedules that are common to public projects. Every project has a senior level engineer responsible for oversight and direction. With specific designated project managers as a single point of contact for all aspects of the job, we bring an efficiency and organization that help make the design process run smoothly.

Project Team

DOUG SHAW, SENIOR ELECTRICAL ENGINEER, PE
Civil Engineer: Availability 20%

Mr. Shaw has been engaged in (commercial) electrical engineering for over 34 years, four years as in Engineer-in-Training and over 30 years as a registered Professional Engineer, and has acquired a broad range of project experience. His project experience includes commercial, institutional, industrial, hospitality, educational and residential projects. He is uniquely qualified in indoor and outdoor field lighting design and has numerous park and field lighting projects in the area. Recent experience with several education projects, designed to achieve LEED (Leadership in Energy and Environmental Design) certification, has reinforced the value of sustainable and energy efficient design considerations on all projects. Doug maintains a commitment to the success of each project through active collaboration with clients, design team members and code enforcing agencies. Mr. Shaw has a diverse knowledge of the electrical codes, as he has been involved in projects throughout the U.S. as well as in other countries.

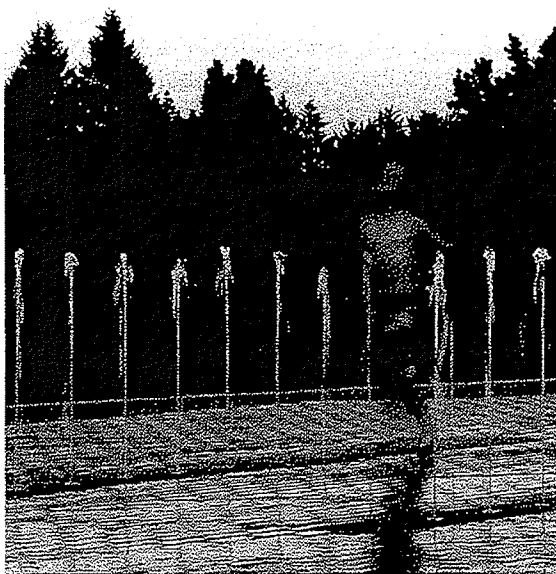
Select Project Experience:

Jackie Husen Neighborhood Park, Washington County, OR
Crater Lake Lodge Rehabilitation, Crater Lake, OR
Crater Park (4) Softball/Baseball Complex Lighting, Newberg, OR
Deschutes County Fairgrounds, Utility Infrastructure, Redmond, OR
Gordon Faber Recreation Complex, Ball Field Development, Hillsboro, OR
Graham Oaks Nature Park Gateway, Restrooms, Picnic Structure, Security Gates, Wilsonville, OR
Scappoose Veteran's Park, Pathway Lighting, Concessions & Restroom Building, Scappoose, OR
Tualatin Community Park, Tualatin, OR
Tualatin Hills Park & Recreation District - Rock Creek Recreation Facility, Beaverton, OR

WATERSCAPE SOLUTIONS | FOUNTAIN CONSULTANT

Waterscape Solutions is dedicated to providing the utmost level of professional aquatic engineering design services and developing solutions for a range of simplistic to highly complex water feature systems. Waterscape Solutions offers a comprehensive range of services for parks, playgrounds, community and entertainment centers, hotel and resort destinations, thematic entertainment parks, museums, retail centers, business parks, corporate headquarters, schools, golf courses and residential developments.

The firm offers the highest level of expertise and experience in the design and consulting of various water feature elements, including Interactive Water Features (drain-to-waste and recirculating), Recreational Pools, Wave Pools, Slide & Splash Pools, Competition Swimming Pools, Therapy Pools, Fountains, Animated Water Shows, Lakes, Streams, Reservoirs, Koi Ponds, Special Effects Systems, and other water feature elements.



KEN MCPHIE, PRINCIPAL OWNER
Availability 20%

Ken brings over 18 years of water feature design and construction experience including hydraulic engineering, mechanical design, water quality treatment, client consultation, project coordination, construction administration and observation.

His experience includes management of both domestic and international projects, often each with a combination of diverse water feature elements. Serving clients including Architects, Landscape Architects, Interior Designers, Engineers, Developers, Property Owners and Contractors, Ken has worked on projects involving public parks, hotel and resort destinations, casinos, thematic entertainment parks, museums, community and entertainment centers, retail centers, business and commercial parks, corporate headquarters, schools, golf courses and residential developments.

Select Project Experience:

Snyder Park; Sherwood, OR - Interactive Fountain
Wilsonville Civic Park; Wilsonville, OR - Interactive Fountain
Town Center Park; Wilsonville, OR - Interactive Fountain
Wellspring Medical Center; Woodburn, OR - Fountain
Armory's Gerding Theater; Portland, OR - Fountain
Block 35, South Waterfront; Portland, OR - Biological Fountain
Bravern Towers; Bellevue, WA - Interactive Fountains
Group Health Medical Center; Bellevue, WA - Fountains
Legacy Salmon Creek Hospital; Vancouver, WA - Fountains
Lott Alliance; Olympia, WA - Natural Pond
New Columbia Community Park; Portland, OR - Interactive
Sacred Heart Riverbend Campus; Springfield, OR - Pond
Salem Regional Health Services; Salem, OR - Fountain

PACIFIC GEOTECHNICAL LLC | GEOTECHNICAL ENGINEERING

Pacific Geotechnical LLC provides a wide variety of geotechnical services for municipal, commercial and residential development and redevelopment projects, transportation and energy infrastructure improvements, and natural resources management projects. Since our inception in 2006, we have grown from one individual to 7 individuals, including 5 technical staff and 2 administrative staff. The company's Principals have over 40 years of geotechnical experience, mostly in the Portland area. As a company we have completed a number of projects similar to Dawson Park. We have the latest technical capabilities including AutoCAD 2010 as well as our own soils testing laboratory for rapid turn-around of engineering tests.

KEY STAFF

TIM BLACKWOOD, PE, CEG, LEED AP

Principal-in-Charge, Geotechnical Investigations: Availability 30%
Professional Engineer, Oregon #52838PE, Engineering Geologist, Oregon #E1439

Education: M.S. Geotechnical Engineering, Portland State University, 1995, B.S. Geology, Portland State University, 1993
LEED Accredited Professional

Experience: Pacific Geotechnical LLC 2006-present, GeoEngineers 2002-2006, Carlson Geotechnical -2000-2002, GeoEngineers 1996-2000

Tim Blackwood is a professional engineer with over 15 years of geotechnical experience in Oregon and the Northwest. Tim is also a LEED accredited professional. Prior to forming Pacific Geotechnical, Tim managed the geotechnical engineering departments for two local firms for over 6 years, where he acquired extensive experience with urban redevelopment projects. Tim has completed hundreds of projects in all aspects of geotechnical engineering and geology. His experience includes broad evaluations at a watershed scale through detailed site investigations for public, commercial and industrial clients.

Select Project Experience:

City of Portland Parks, Waterfront Park / Ankeny Plaza
Terminal 6 Seismic Upgrade Project, Port of Portland
Ochoco Ck Floodplain Restoration Project, Prineville, OR
City of Oregon City's Jon Storm Park
Lake Oswego Green Street Project

ANDRÉ MARÉ, PE, GE

Project Manager, Geotechnical Investigations: Availability 30%
Professional Engineer, Oregon #19463PE, Geotechnical Engineer, Oregon #19463PE

Education: M.S. Geotechnical Engineering, University of Washington, 1994, B.S. Geological Engineering, University of Arizona, 1987

Experience: Pacific Geotechnical LLC 2007-present, GeoDesign 2007, PacRim Geotechnical -2001-2007, HWA GeoSciences 1995-2001

Mr. Maré has over 17 years of experience in geotechnical engineering, the last nine in the Portland area. His projects range from small private housing developments to large public works projects. His diverse experience includes slope stability assessment and landslide stabilization design; evaluation of building distress due to compressible and expansive soils and the preparation of foundation repairs; transit projects with bridges, tunnels, new roadway corridors, and flexible and rigid pavement design; and design of retaining structures including soil nail walls and reinforced soil walls. Mr. Maré is well versed in geotechnical earthquake engineering and stays abreast of changes in this rapidly evolving field.

Select Project Experience:

City of Portland Parks, South Waterfront Neighborhood Park
City of Portland Parks, South Waterfront Greenway
McCormick & Baxter Barrier Wall, Portland, Oregon
North Plains Elem. School Playground, North Plains, Oregon
Edgefield Storm water Detention Ponds, Troutdale, Oregon

PACIFIC RESOURCES GROUP | ARBORISTS

The Pacific Resources Group provides a broad range of expertise to assist clients in preserving trees and other vegetation and in the design and management of landscapes ranging from rural to urban for both public agencies and private property owners. Our clients have benefited in one or more of the following: reduced site development costs, reduced site maintenance costs, improved quality and frequency of maintenance service, reduced losses of site vegetation, improved aesthetic appearance, reduced time in legal or property dispute resolution, reduced time in development permitting and public review and reduced time of facilities or property management staff in dealing with landscape issues.

KEY STAFF

STEPHEN GOETZ

Consulting Arborist: Availability 30%

Professional Registration: State of Oregon Landscape Architect #80

American Society of Consulting Arborists, Registration #260
American Forest Foundation, Certified Tree Farm Inspector #89554

Experience: The Pacific Resources Group, Principal, 1991 - present

City of Portland, Bureau of Parks & Recreation, City Forester, Parks Grounds Manager, Parks Operations Manager, 1980 - 1991

Oregon State Parks, Landscape Architect, 1980

Tillamook County, Natural Resource Planner, 1979

Walker Macy, Landscape Architect, 1977 - 1979

Education: Bachelor of Science, Forestry, Michigan State University

Bachelor of Landscape Architecture, Michigan State University
Post Graduate work, University of Michigan

Stephen Goetz is a sole practitioner and a recognized expert

Project Team

in the field of urban land management, landscape planning and urban forestry. His current practice emphasizes cost effective stewardship of client properties and projects. This is accomplished by preserving suitable indigenous vegetation if appropriate, assisting in the planning, design and construction of site improvements, natural features and landscape amenities that are compatible with physical conditions present on the finished project. This is followed by recommendations on landscape maintenance techniques that ensure the survival and growth of the landscape plants and site improvements at reasonable cost. Over the long-term this maximizes the return on a clients investment in project development and annual operating costs.



Existing trees at Snyder park

JAN DILG | CONSULTING HISTORIAN

Availability 10%

As a historian and long time resident of Northeast Portland, Ms. Dilg offers extensive public history project experience. She has worked on diverse teams for similar projects that have included collaborations with artists, landscape architects, and the City of Portland. Her sharp research skills and knowledge of the local area will bring a wealth of information to inform the artist working on the Dawson Park Project.

Education: 2005 M.A., History, Portland State University, Portland, Oregon, summa cum laude. Major field: U.S. Social History; Minor field: Pacific Northwest History. Thesis, "'By Proceeding In an Orderly and Lawful Manner': Working Women, Protective Legislation, and Progressive Politics, 1913-1924." 2000 B.A. in History, Portland State University, summa cum laude

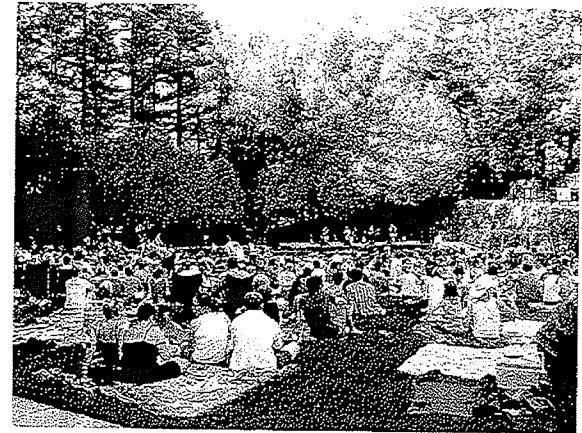
Select Project Experience:

2007-Present Senior Capstone Instructor, Portland State University, Portland OR
2007-Present Editor & Project Assistant, Bridges to History, U.S. District Court of Oregon Historical Society Oral History Project, Portland, Oregon.
2006-07 Researcher, Center for Columbia River History and Washington State Historical Society
2006 Project Development, Center for Columbia River History, Vancouver, Washington
2002-05 Assistant Editor, Oregon Historical Society Press, Oregon Historical Society, Portland, Oregon
2002 Editorial Assistant, Oregon Historical Society Press, Oregon Historical Society, Portland, Oregon.
2001 Research Assistant, Oregon Historical Society, Portland, Oregon, Education Department

Professional Affiliations:

Bosco-Milligan Architectural Heritage Foundation; Board of Directors, Education Committee
Friends of History, Portland State University
National Trust for Historic Preservation
Northwest History Network

Northwest Oral Historians Association
Oregon Historical Society
Western Association of Women Historians
Washington State Historical Society



Community picnic at Snyder park

Proposer's Capabilities

WORKING WITH GOVERNMENT AGENCIES

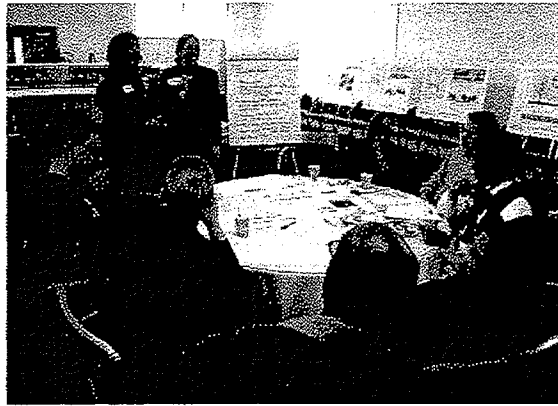
The Principals of 2.ink Studio have worked with diverse municipalities and government agencies on the successful completion of projects similar to Dawson Park. Completed park improvements include ADA enhancements, splash pad and water features, site furnishings and amenity upgrades, streetscape improvements, storm water management facilities and natural resource assessment, preservation and mitigation.

Firm Principals' past collaborations include work with the Portland Water Bureau, the City of Portland Bureau of Transportation, Portland Bureau of Environmental Services, Portland Development Commission, Tualatin Hills Park and Recreation District, and the Cities of Hillsboro, Sherwood, Portland, Salem, Woodburn, Sandy, Corvallis and McMinnville.

2.ink Studio has direct project experience with all agencies involved in the Dawson Park project, including PP&R's ADA Disability and Management Committee. We understand the high level of public accountability in public projects and always strive to enhance collaboration between city staff, technical advisors, project stakeholders and outside consultants.



Crystal Springs Rhododendron Garden - ADA pathways, North Lagoon



NE Martin Luther King, Jr. Blvd. Gateway Project - Public Charrette

FIRM'S RESOURCES AND AVAILABILITY

2.ink Studio offers a fully digital studio capable of working in a wide variety of formats depending on the needs of our clients and the requirements of the work. Drafting is performed in the current version of AutoCAD and team members are fluent in developing base mapping, site analysis, design drawings, presentation graphics and final reports utilizing a wide variety of formats including Illustrator, Photoshop, Powerpoint, InDesign and Sketchup.

The entire 2.ink Studio team can assure readiness to begin work on this project as indicated in the Proposed Project Schedule. 2.ink Studio is highly selective in the pursuit of projects to ensure the delivery of uninterrupted professional services. As small-business owners we bring to the project specific skills in, and an intimate understanding of, efficient management, cost control and strategies to maximize end results.

COST AND QUALITY CONTROL

Since its formation in 2006, 2.ink Studio has successfully completed all projects awarded to the firm, on schedule and on budget. We are proud to have collaborated on over 40 projects in this time period serving in the roles of both prime consultant and team sub-consultant.

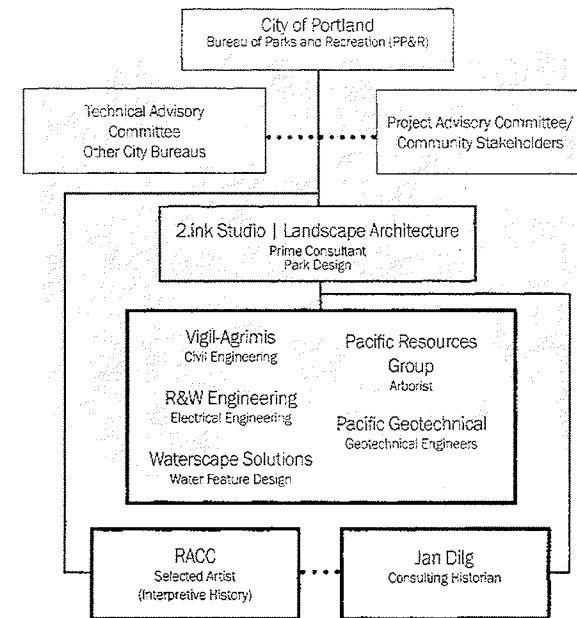
2.ink Studio incorporates both cost and quality controls into our management approach from the beginning of each project. The

tracking of work progress against established project time-lines is combined with budget utilization reports that ensure the team remains on target throughout the duration of the work. All work is reviewed in-house by a Principal of 2.ink Studio to ensure both quality and accuracy prior to review by the client.

As a certified Emerging Small Business, our growing reputation is critical and we pride ourselves on providing the highest quality of work to our clients. Our focus remains on the delivery of complete, compelling and clear documentation to meet our client's specified needs. As a small firm, all of our work involves complete Principal involvement.

EFFECTIVE AND EXPERIENCED MANAGEMENT

Melinda Graham will serve as 2.ink Studio's Project Manager for the Dawson Park project. Her management experience ranges from guiding small Community Initiated Projects to leading complex, multidisciplinary teams such as for the Corvallis Commemorative Riverfront Park, with development costs of \$13.5 million and a team encompassing seven disciplines.



As a project manager Melinda's strength lies in her clear communication skills and ability to coordinate diverse resources to achieve schedule and budget targets.

Successful projects require management strategies that capitalize on available resources while ensuring the efficient use of time and budget. 2.ink Studio employs the following strategies to ensure an innovative, high-quality product delivered on time and within budget:

- Establishing the lead PM as a single point of contact to ensure clear channels of communication throughout the project.
- Defining distinct project phases with identified milestones and time-frames to track team progress.
- Identifying targeted goals for team/City work sessions to support quality progress while ensuring team efficiency
- Use of weekly project management review meetings and monthly utilization analysis to assess completed tasks against remaining schedule and budget

2.ink Studio will clarify with the client underlying goals of each specific task prior to proceeding. We will work with the City to establish realistic timetables and budgets for completion of the work and provide progress reports as appropriate to monitor our efforts against established parameters.



2.INK STUDIO PROJECT REFERENCES

Columbia Boulevard Wastewater Treatment Plant
(2010-currently in Design Development)
James Bowen | Capital Project Manager
Bureau of Environmental Services
1120 SW 5th Avenue
Portland, OR 97204
p. 503.823.7414
james.bowen@portlandoregon.gov
Type of Project: Master Planning, Schematic Design, Design Development, Construction Documents, Bidding, and CA

Jackie Husen Park (2010- completed)
René Brucker | Project Manager
Tualatin Hills Parks and Recreation District
5500 SW Arctic Drive Suite 2
Beaverton, OR 97005
p. 503.629.6305 ext 2933
rbrucker@thprd.org
Type of Project: Master Planning, Schematic Design, Design Development, Construction Documents, Bidding, and CA

NE Martin Luther King, Jr. Blvd. Gateway and Heritage Markers (2010- currently in bidding)
Irene Bowers | Senior Project Coordinator
Portland Development Commission
p. 503.823.2419
bowersi@pdc.us
Type of Project: Master Planning, Schematic Design, Design Development, Construction Documents

Subconsultant references available upon request.

Project Approach and Understanding

PROJECT UNDERSTANDING

Introduction

Dawson Park sits within the vibrant confluence of dynamic social, historical, and physical forces. The Vancouver/Williams transportation corridor has been rapidly evolving over the past decade with new restaurants and shops multiplying along the street and a burgeoning creative class of entrepreneurs setting down new roots in the neighborhood. Emanuel Hospital and associated commercial development to the west creates an interesting day-round presence near the park, but also supplies a constant supply of traffic along the park's edge. Improvements to bicycle connections have made Vancouver/Williams a major transportation route for residents commuting into downtown by bicycle. Major street traffic impacts the sides of the park. Many people know the park from driving past it and readily recognize it by the iconic gazebo in the southeast corner of the park.

But surrounding the park to the east sits a long-established neighborhood with residence whose ties to this area run deep. Historically the neighborhoods in this area provided housing and community for much of the City's African American population, many of whom came to Portland in the early years to work in local hotels or as part of the WWII ship building industry. In addition, many of these surrounding neighborhoods were home to immigrant groups such as the Irish, Poles, and German-Russians. The expansion of Emanuel Hospital in the early



DAWSON PARK

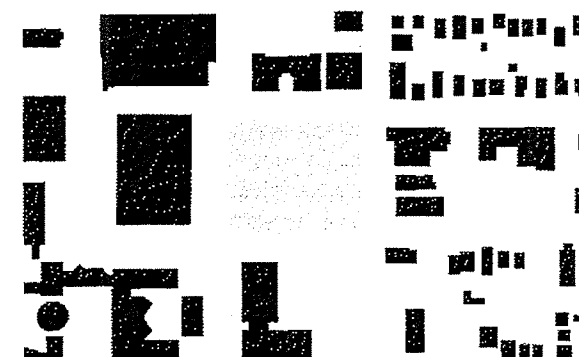
1970's generated animosity among many local residents as a large number of the area's residents were displaced. Today, a diverse group of Portlanders call this neighborhood their home and continue to use the park in much the same way as it was originally designed nearly a century ago.



Dawson Park, one of Portland's earliest examples of the City Beautiful Movement in park design, is an iconic fixture in the neighborhood. The park is used for both passive and active uses and is host to many local events by church and community groups such as Emanuel Temple Church's "Taking it to the Streets" event and the African American Health Coalition's yearly "Wellness Walk." The beautiful stand of mature maple, tulip, and horse chestnut trees gives a sense of the park's age and provides a shady place of respite within the urban context.

Site and Context

The park sits at a seam in both the transportation infrastructure of the City, as well as a change in land uses. To the west the park is dominated by large commercial buildings, including parking garages or building edges that are not activated. To the east is a much finer grain of building structures; smaller wood homes and community buildings. The surrounding uses provide a fairly cohesive edge to the park. With HAP housing to the north and medical office buildings surrounding the park there is a fair amount of pedestrian activity and "eyes on the park" to support a sense of public safety.



Neighborhood Texture

Transportation infrastructure constitutes much of the framework around the park. North Vancouver and North Williams are fast moving streets that generate a fair amount of noise, but alternate in their activity between the morning commute and evening return trips home. Bus access exists on both sides of the park and the park is connected on three sides by major designated bicycle routes. To the northwest is a new pedestrian connection to the expansion at Emanuel Hospital. This walkway may prove to be a strong future connection between the park and employees of the new building.



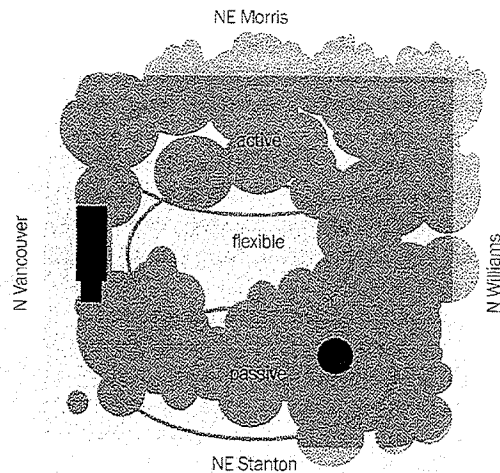
Transportation Alternatives

Project Approach and Understanding

Because the park is entirely surrounded by streets, the corners become the most activated and important points of access. These corners create the basic structure of the pedestrian walkway system of the park.

Dawson Park appears to have three distinct activity zones. The north end of the park is predominantly ACTIVE recreation, with existing basketball courts and a playground to the east. The southern end has more sun exposure and is predominantly PASSIVE in character with picnic tables and open lawn. The center of the park is largely open with few trees and plentiful open space for FLEXIBLE use. We believe this is a fundamental organization of the park that should be preserved.

The existing structures provide additional amenities, with a large covered area and restrooms to the west and the historic gazebo to the southeast.



Our Charge

Our Design Team will foster a clear design vision for the park as it moves into the future. We see a tremendous opportunity to reinvigorate existing uses and patterns in the park, building on the recently completed Master Plan (MP) that suggests integrating new uses, such as a water feature and improved park amenities, as noted by citizens in the MP Priority Matrix.

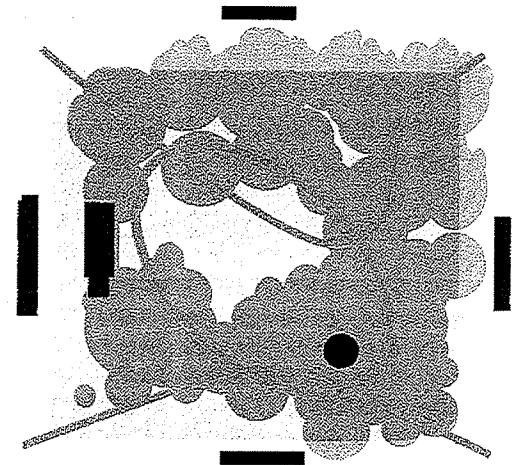


As open space resources struggle to keep pace with growing community needs, design efforts must become increasingly strategic in nature; focusing on Dawson Park's ability to maximize flexibility, efficiency, and public benefit within the greater parks and open space system. Parks must be developed with an understanding of their potential for meeting long-term system-wide goals and an understanding of the roles adjacent parks already play. They must capitalize on their ability to improve neighborhoods, but also improve infrastructure, limit maintenance and safety burdens and enhance existing ecological, cultural and socioeconomic systems.

History

LOOKING TO THE PAST: One of the tremendous opportunities Dawson Park affords is the chance to look to the past for inspiration and traditions that may suggest ways to intervene in the park or make references to past events and local citizens through physical design. By bringing a historian to the Design Team with experience working and living in this neighborhood, we hope to flesh out many of those cherished stories and illustrate them physically in the park in conjunction with RACC's Public Art program. Old photos or aerial photographs may also provide clues to the evolution of the park and surrounding neighborhoods, suggesting program elements, patterns, or design features that should be considered in the design.

LOOKING TO THE FUTURE: The design for Dawson Park will look to the future. The team understands that the design process must address current site conditions and community needs, but also provide a framework to guide the park into the future. It must consider current Oregon trends including organized youth activities, park programming for diversity across age, ethnicity and accessibility, and the need for open space to provide year round benefits. It must capture the latest thinking on sustainable systems, open space as a socioeconomic catalyst and the inclusion of diverse community programming elements.



Safety and Security

It will be important to consider safety and security in the park design. Open site lines into the park and adequate night lighting are important considerations as is the generation of activity to enliven the park throughout the day and across seasons. The long-term health and safety of the park is strongly tied to the community's sense of ownership and the value placed on this community resource.

Responding to the Community

Much of what happens in the design process is really about listening to what is already happening in public spaces and the existing patterns that surround them. We were struck when

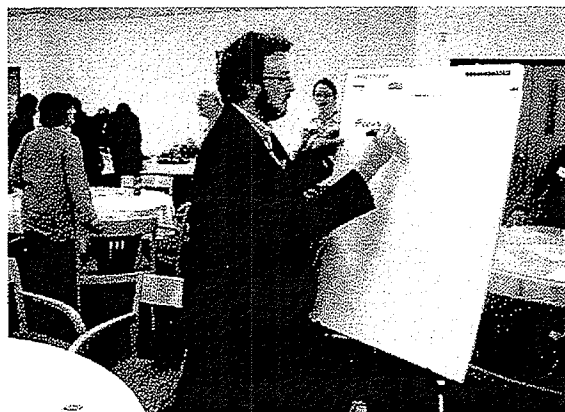
Project Approach and Understanding

looking at images of the park, using Google Streetview, that a photo was captured of a man carrying a chair into the park to join a large group gathered around one of the existing tables. This not only suggested to us that perhaps there is not enough site furniture in the park, but it may in fact be the wrong kind of furnishing to support the patterns of use that people in the neighborhood expect from their open space.



Google Street View

Our design process is one in which we work closely with agencies and communities to understand the core premises that will drive the design of park space. What is the desired function of the space, how will people engage it, what existing elements are important? Our process seeks to not only acknowledge, but to capitalize on the continuing evolution of public landscapes and the communities that use them.



Documenting public comments



Enhancing Ownership

Through an interactive Public Outreach component the design process will build on support for the existing Master Plan and help foster ownership of the ideas developed in the park design. Public involvement is critical to our work as it gives us a better feel for the ultimate user of the park as well as a means for testing design options and gathering feedback on different concepts. Public Outreach also serves a vital educational function by building the community awareness and understanding necessary to generate long-term stewardship for the park.

The public outreach process is also important in identifying key partnerships, both public and private. Schools, church groups, youth organizations, non-profits, environmental and conservancy groups, special interest groups, and community based organizations all provide opportunities for expanding available programs, and providing civic stewardship.

Responding to City Needs

Our team's approach will focus on efficiency, innovation and community outreach. Through effective project management we will move the project forward not backward, respecting decisions completed, and working closely with PP&R and the community to breathe life into the community's initial ideas. We will build on the program and park components identified in the existing Master Plan and outlined in the RFP. We will rely on our creative design skills to develop a clear and distinct voice for the park through careful detailing, thoughtful material selection, and an emphasis on creating a neighborhood park that speaks to its unique context.

Team Approach

We understand public open space as a series of interlocking systems: cultural, economic, environmental, and infrastructure driven. Our team approach involves building strong connections between the design team, public agencies and the community to understand the core premises that will drive the development of open space at Dawson Park. Design is often less about proposing solutions than it is about listening for good ideas.

Sustainable Design Solutions

The design for Dawson Park should reinforce the City's commitment to green building through a focus on energy efficiency, sourcing local materials, reduced water use, and other sustainable site design practices. Creating a more sustainable park environment means fewer resources expended on maintenance and the increased potential for longevity in site elements. The Design Team is also committed to the idea that excellence in the park design itself fosters a stronger commitment to maintaining existing park materials, rebuilding and repairing park elements rather than removing and replacing, and strengthening existing design elements during subsequent renovation projects rather than wholesale removal.

We see an opportunity to recycle or reuse some of the materials in the park, including reusing brick paving for walkways, recycling concrete walks for base course building materials, or recycling wood if any of the trees need to be removed to accommodate new program elements.

PROJECT APPROACH

Our team will engage in an intensely creative process within a clearly structured management framework. Specific work tasks and deliverables by phase are outlined in the following Proposed Schedule and specific participation of team members by task is detailed in the Fee Proposal section of this proposal. 2.ink Studio will work closely with Portland Parks and Recreation at project start-up to refine and modify the following scope of work as necessary to ensure the most effective and comprehensive approach possible.

TASK 1 WORK PLAN & TECHNICAL INVESTIGATION

will establish a detailed work plan identifying critical path items, associated timeline and key dates for the Public Process, Design, Documentation, and Building Permits to ensure a start of construction by August 2012. Initial background review will confirm project goals, program, and identify outstanding issues for targeted resolution in conjunction with Portland Parks and Recreation (PP&R) and the community. The team will begin work with surveys of the existing park elements, background data, site analysis and on-site work by the team's geotechnical engineer and arborist.

Geotechnical Investigation:

The Geotechnical investigation will begin with a literature search compiling historical subsurface borings and geologic information in the vicinity. Prior to drilling, a non park use permit will be developed, purchased, and submitted that will outline impacts, methods, and site protection for the anticipated equipment trafficking. The subsurface investigation is planned to consist of one 20 to 25 foot boring in the vicinity of an underground structure or water collection tank, which may have an adjacent overflow or storm water infiltration drywell. Two other 5-foot borings are planned for pavement design and grading requirements. One infiltration test is included in the event that on-site storm water disposal becomes a requirement or is desired. A geotechnical report will be developed and include subsurface findings, infiltration test results, recommendations for grading, pavement sections and specifications, underground structure design parameters, and geologic and groundwater data from the literature search.

Arborist Report:

A complete tree inventory can be completed on the site within a 2 week time frame, weather depending. Because of the schedule, the arborist investigation will take place when the trees are not in leaf. Twig growth and leaf size are good indicators of the general health of the tree. To allow a more comprehensive tree analysis, we are recommending a preliminary review of the trees in later winter as the project begins, with a follow-up assessment in June or when the trees begin exhibiting new Spring growth. The follow-up assessment will be added to the arborist's report for the project and will give recommendations for tree health, protection during construction, tree removal, and maintenance.



Existing Park Trees

Bureau Meetings:

The Team will begin communications with the City's many Bureaus during the technical investigation stage of the project to outline the impacts of utilities, transportation, and regulatory considerations. It may be advisable to have a preliminary meeting with the Interstate Corridor Urban Renewal Area Committee (ICURAC) to determine the potential effects of some of the projects anticipated in the area, for example, the Vancouver-Williams Transportation Safety Study.

DELIVERABLES: Detailed Work Plan (Scope, Compensation, and Schedule) | Summary Memo of Existing Site Furnishings and Materials | Development of a Site Base Plan | Geotechnical

Project Approach and Understanding

Investigation Report | Arborist's Tree Assessment Report and Recommendations | Meeting Notes | Opportunity and Constraints Summaries | Monthly Progress Reports
MEETINGS: As indicated in the Proposed Schedule

TASK 2 SCHEMATIC DESIGN will begin with the development of three distinct site alternatives. We will focus our efforts site program relationships, park materiality, furnishing selection, protection of existing tree canopy, and, low maintenance concepts. Program elements will be developed from the previously completed Master Plan and will include at a minimum the splash pad, playground and fencing options, park entry areas, pedestrian connections, lighting, and public art/interpretive elements. We recommend developing some early order of magnitude cost estimates to establish a means of comparing costs and ensuring design solutions fit within the project budget. We will develop preliminary narratives to accompany each scheme including advantages and disadvantages of each design solution for comparison. The 2.ink Studio team will work with PP&R's Public Involvement Staff to develop the appropriate time and materials for a Public Meeting.

Public Art/History:

We are proposing to develop the park history components in conjunction with the chosen RACC artist on the project. Jan Dilg, the team's historian, will research the history of the park, some of its historical advocates, and the general neighborhood history, of which she has extensive knowledge. Jan will work with the artist to supply narrative information, historic imagery, and



Meeting with Community Stakeholders

Project Approach and Understanding

other information to the artist to assist their development of an integrated approach to their work.

DELIVERABLES: 3 Preliminary Design Concepts | Order of Magnitude Costs for each concept | Preliminary Narratives | Materials for Public Meeting/Web/Public Comment | Final Schematic Design Plan | Thematic Elements Board | Final Cost Estimate | Meeting Notes

MEETINGS: As indicated in the Proposed Schedule

TASK 3 DESIGN DEVELOPMENT PHASE will produce a Design Development package with detailed site work sufficient to clarify character of design and serve as a foundation for the subsequent development of construction documents. Design development will include refinement of site elements, furnishings and materials selection, and detailing as necessary to clarify intent. The 100% Design Development package will include site plan, materials plan, grading plan, sections and details as necessary to establish key design decisions. Outline specifications and a DD level cost estimate will also be completed to ensure the project is on budget. The Design Team will begin exploring utility requirements with local jurisdictions to determine requirements for future utilities to the site, specifically water and power as well as street improvement/right-of-way requirements.

Splash Pad:

During the beginning of the Design Development Phase we will be working closely with Waterscape Solutions to analyze the costs and benefits of different Splash Pad mechanical configurations. Several possibilities exist including draining potable water to a swale area on the park (perhaps combining with roof runoff from the existing structures), capturing potable water for irrigation use, or re-circulating water using mechanical and chemical treatment systems. The Project Team will evaluate up-front costs of each system, long term maintenance considerations, on-going costs, as well as environmental impacts.

DELIVERABLES: Update of SD Cost Estimate with Value Engineering Items | 100% Design Development Package per RFP | Update to Thematic Elements Board | Draft of Artist/Interpretive Element Concept | Table of Contents for

Specifications | Final DD Cost Estimate | Splash Pad Cost/Benefit Analysis | Meeting Notes

MEETINGS: As indicated in the Proposed Schedule

TASK 4 CONSTRUCTION DOCUMENT PHASE entails the preparation of Construction Documentation including all drawings and specifications necessary for successful project bidding and construction of all park elements including, but not limited to, those identified in the current Design Development Phase. Construction drawings/specifications will be prepared for team coordination and PP&R review at 60% 90% and 100% complete, including demolition, erosion control, utilities, electrical, water feature, materials, layout, grading, planting, irrigation and details. Cost estimates will also be completed at each submittal to provide updated probable costs.

DELIVERABLES: Construction Documents (60%, 90%, 100%) | Specifications | Cost Estimates (60%, 90%) | Preliminary and Final Storm Water Report | Update to Thematic Elements Board | Refinement of Artist/Interpretive Element Concept

MEETINGS: As indicated in the Proposed Schedule

TASK 5 PERMITTING will include rolling the 100% Construction Documents package into a permit package suitable for submission to the City of Portland for a Site Development Permit, Street Improvement Permits, Building Permits, and other permits as required by the scope of work. The Team will work with PP&R to assist in completing permit application forms necessary to submit for all permits. Vigil-Agrimis will complete a Storm water Operations and Maintenance Form for BES. Based on previous meeting with City Bureaus, the Design Team will continue to follow through with comments from the permit review and making final changes to the documents for Bidding.

DELIVERABLES: Permit Set | Storm water Operations and Maintenance Forms

MEETINGS: As indicated in the Proposed Schedule

TASK 6 BID PERIOD SERVICES Project Team will provide approved copies of bid documents to staff and applicable plan distribution centers. Advertisements for bid will be placed in appropriate media outlets. Team will address requests for

clarification, substitution and prepare addenda as necessary. The Team will attend a pre-Bid meeting outlining the project scope and highlighting critical areas of the project.

DELIVERABLES: Bid Set including Specification | Assistance with City's Division 1&2 Coordination/Bid Form | Addenda (if required) | Substitution Requests | Final Construction Set

MEETINGS: As indicated in the Proposed Schedule

TASK 7 CONSTRUCTION ADMINISTRATION AND CLOSE-OUT entails project Construction Management including attendance at pre-construction meeting with Contractor to clarify intent and scope of work, construction document requirements, access, timing, existing tree protection and minimizing impacts on area residents. Weekly site inspections during construction will include site visit reports, verbal and written technical clarification, response to all RFI's, and review of all submittals and change orders. Construction Management will also include review of requests for contractor payment as well as substantial and final completion walk-through prior to final project acceptance. Final Record Drawings will be completed by the Design Team based on as-builts submitted by the Contractor.

DELIVERABLES: Meeting Notes | Field reports | Clarifications | Punch lists (substantial and final) | Close Out Requirements Memo | Draft and Final Record Drawings

MEETINGS: Weekly, as noted in the Project Schedule

Diversity in Employment and Contracting Requirements

2.INK STUDIO TEAM

2.ink Studio, Landscape Architect Prime - Oregon #4689 - WBE/ESB/DBE
 Vigil-Agrimis, Civil Engineering - Oregon #2720 - MBE/DBE
 Pacific Geotechnical LLC, Geotechnical Engineering - Oregon #4663 - ESB

SUMMARY OF UTILIZATION BY PERCENT OF CONTRACT - 64%

2.ink Studio, ESB/WBE/DBE (#4689)
 Total 38% of Project

Vigil-Agrimis, MBE/DBE (#2720)
 Total 20% of Project

Pacific Geotechnical, ESB (#4663)
 Total 6% of Project

SUPPORTING COMMUNITY HEALTH

2.ink Studio is a certified WBE, ESB and DBE practice committed to supporting diversity both within our profession and our community at large. As an emerging practice we strive to reflect our values in all that we do; where we work, who we do business with, the types of projects we pursue, and the professional partnerships we develop.

In locating our studio, we became the first tenants in the renovated Olympic Mills Center, a Central Eastside landmark on the National Register. In seeking financial services for our firm, we partnered with Albina Community Bank, 1 of only 55 certified community development banks in the nation, putting our money to work supporting development within the N/NE Portland neighborhoods. In pursuing projects in recent years, we have worked with diverse communities including the Quaker Religious Society of Friends, New Avenues for Youth, a foundation providing support for Portland's homeless youth, Sequoia Mental Health Services of Aloha, and the citizens of North/Northeast Portland in developing the Master Plan for a "Gateway" to their Northeast Portland communities.

ENCOURAGING A DIVERSE WORKFORCE

We are committed to maintaining an open studio environment in which every member has equal access to resources, knowledge and hands-on professional experience. We believe that quality design relies on a constant influx of varied perspectives, ideas, and approaches. It is focused on the questioning, fusing, contrasting, and testing of diverse hypotheses and therefore not only innately promotes diversity, but ultimately relies upon it.

2.ink Studio is certified as a City of Portland Equal Employment Opportunity employer (expiration: 07/31/2011). Below is our current workforce profile.

2.ink Studio Workforce Profile

Principal / Landscape Architect	F	Caucasian
Principal / Landscape Architect	M	Caucasian
Project Designer/Drafter	M	Caucasian
Total Employees	3	
Total Minorities	0	
Total Women	1	

As a Principal driven practice, we will share equally in the responsibilities for this project. Acting as the Project Management lead for this project, Melinda Graham will serve as the primary point of contact for the client. Responsible for overall management of the project, including schedule and budget, she will also coordinate and execute the extensive Public Outreach efforts, working to serve as a quality role model for community participants throughout the project.

2.ink Studio works to provide exposure to our profession within traditionally under-represented populations. We actively seek to incorporate community youth mentorship and workshop components within our projects. We recently mentored students from Jefferson High School and Self Enhancement Inc (SEI). Not only do these activities expose diverse youth to our profession, they bring back to the studio the varied perspectives and energy that come with differences across age, ethnicity and background. Mentorship opportunities also open the door for future internship opportunities with the firm.

M/W/ESB UTILIZATION HISTORY

Our professional partnerships within the last 24 months include the following M/W/ESB certified firms:

- James M. Harrison Art & Design Studio (ESB #5020)
- Environmental Science & Assessment (WBE/DBE/ESB #2472)
- Sargent Designworks (ESB #4545)
- Bluedot Group LLC (ESB #3819)
- Peterson Structural Engineers (ESB #3052)
- Seed Architecture Studio (ESB #6291)
- Skylab Architecture (ESB #6145)
- Vigil-Agrimis (ESB #2720)

In addition to partnering with certified firms, 2.ink Studio continues to pursue relationships with firms that represent the core values of the OMWESB regardless of completed certification. Such firms partnered within the previous 12 months include:

- Terra Dolce Geotechnical; a woman owned business providing geotechnical services
- CH2A; a minority owned consulting firm providing community advocacy services
- Jan Dilg Consulting; a woman owned business providing consulting historian services
- Liz Williams Design; a woman owned firm providing full architectural services
- Ella Mills, Biella Lighting Design; a woman owned firm providing lighting design services

Recognizing the common challenges often facing M/W/ESB firms, 2.ink Studio works to serve as a professional resource within this community. We regularly open our studio to other emerging professionals in need of conference space and office resources. We encourage and assist emerging artists and practitioners within our teams in the completion of MBE/WBE/ESB certification. Such practices encourage the sharing of resources, knowledge and a sense of camaraderie that benefit all parties while supporting continued growth and diversity within our community.

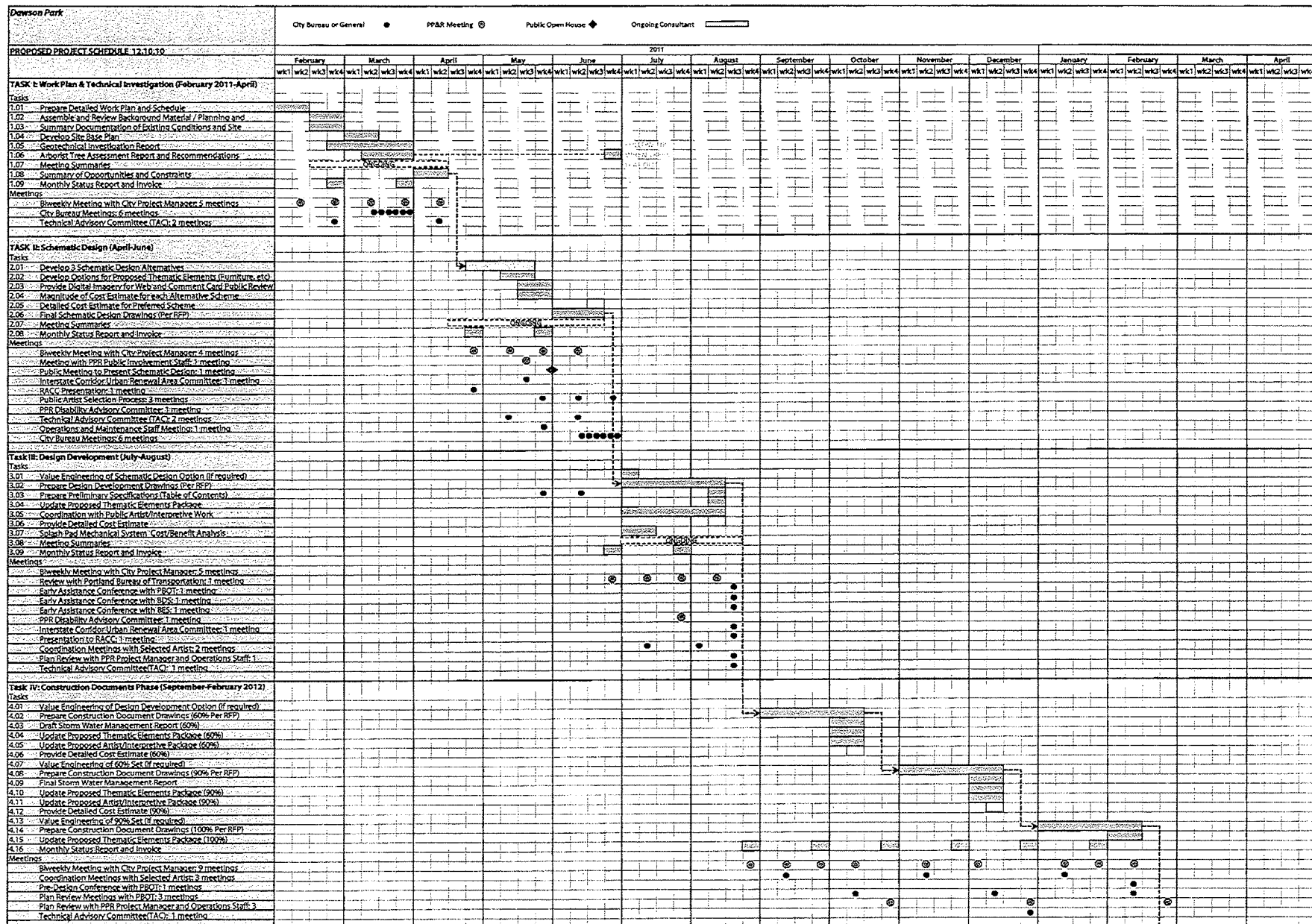
Proposed Cost

Dawson Park																				
PROPOSED PROJECT FEE 12.10.10																				
PHASE AND TASK DESCRIPTION	JB \$95	MG \$95	YS \$68	KMV \$140	Vigil Agrimis ASZ \$110	EIT \$75	DS \$99	DH \$72	MP \$59	VF \$42	KM \$180	NH/SL \$135	AW \$85	Jan Dill JD \$50	Pacific Resources SG \$148	TB \$130	AM \$115	Eng \$90	Drafting \$59	
TASK I: Work Plan & Technical Investigation (February-April 2011)																				
Tasks																				
1.01 Prepare Detailed Work Plan and Schedule		4									2	2					1	4		
1.02 Assemble and Review Background Material / Planning and Technical	3	3	14		8		4				1			14				2		
1.03 Summary Documentation of Existing Conditions and Site Furnishings	4	1	8				2										3			
1.04 Develop Site Base Plan	2	1	16		2	4					1									
1.05 Geotechnical Investigation Report		1																		
1.06 Arborist Tree Assessment Report and Recommendations		1													18		26	30	7.5	
1.07 Meeting Summaries		4									1									
1.08 Summary of Opportunities and Constraints	4	4			4															
1.09 Monthly Status Report and Invoice		3					1				1									
Meetings																				
Biweekly Meeting with City Project Manager: 5 meetings	5	5			2															
City Bureau Meetings: 6 meetings	6	6			4															
Technical Advisory Committee (TAC): 2 meetings	2	2																		
subtotal hours	26	34	38	0	30	4	7	0	0	0	6	2	0	14	18	3	35	30	7.5	
subtotal fee	\$2,470	\$3,230	\$2,584	\$0	\$2,200	\$300	\$693	\$0	\$0	\$0	\$1,080	\$270	\$0	\$700	\$2,664	\$390	\$4,025	\$2,700	\$443	
TASK II: Schematic Design (April-June 2011)																				
Tasks																				
2.01 Develop 3 Schematic Design Alternatives	24	1	4		4	16	1	6	6		1	2	2	15	2					
2.02 Develop Options for Proposed Thematic Elements (Furniture, etc.)		4																		
2.03 Provide Digital Imagery for Web and Comment Card Public Review	1		4																	
2.04 Magnitude of Cost Estimate for each Alternative Scheme	1	6	6		4	2	4				3									
2.05 Detailed Cost Estimate for Preferred Scheme	1	1	6		4	2	2	4			2									
2.06 Final Schematic Design Drawings (Per RFP)	8	4	16	2	4	12	1	2	3		2	3	3							
2.07 Meeting Summaries		4																		
2.08 Monthly Status Report and Invoice		3					2													
Meetings																				
Biweekly Meeting with City Project Manager: 4 meetings	4	4									2			2						
Meeting with PPR Public Involvement Staff: 1 meeting	1	1									2									
Public Meeting to Present Schematic Design: 1 meeting	4	4												2						
Interstate Corridor Urban Renewal Area Committee: 1 meeting	1	1																		
RACC Presentation: 1 meeting	1	1												2						
Public Artist Selection Process: 3 meetings	6													2						
PPR Disability Advisory Committee: 1 meeting	1	1																		
Technical Advisory Committee (TAC): 2 meetings	2	2			2		4	4												
Operations and Maintenance Staff Meeting: 1 meeting	1	1			1			2												
City Bureau Meetings: 6 meetings	6	6			8			6			2				2					
subtotal hours	63	36	40	2	27	30	14	24	9	0	14	5	5	23	4	0	0	0	0	
subtotal fee	\$5,285	\$3,420	\$2,720	\$280	\$2,970	\$2,250	\$1,386	\$1,728	\$631	\$0	\$2,820	\$675	\$425	\$1,150	\$592	\$0	\$0	\$0	\$0	
TASK III: Design Development (July-August 2011)																				
Tasks																				
3.01 Value Engineering of Schematic Design Option (if required)	2	1	2				1	1			1	1	1							
3.02 Prepare Design Development Drawings (Per RFP)	8	2	40	2	8	24	1	12	8		2	4	4							
3.03 Prepare Preliminary Specifications (Table of Contents)		2			2		2			2										
3.04 Update Proposed Thematic Elements Package			2					2												
3.05 Coordination with Public Artist/Interpretive Work	2						1	4						4						
3.06 Provide Detailed Cost Estimate		2			4	2	1													
3.07 Splash Pad Mechanical System Cost/Benefit Analysis	4				2							6								
3.08 Meeting Summaries		4										1								
3.09 Monthly Status Report and Invoice		2					1					1								
Meetings																				
Biweekly Meeting with City Project Manager: 4 meetings	4	4			2						2			2						
Review with Portland Bureau of Transportation: 1 meeting	1	1			2			4												
Early Assistance Conference with PBOT: 1 meeting	1	1						4												
Early Assistance Conference with BOS: 1 meeting	1	1			2															
Early Assistance Conference with BOS: 1 meeting	1	1			2															
PPR Disability Advisory Committee: 1 meeting	1	1																		
Interstate Corridor Urban Renewal Area Committee: 1 meeting	1	1																		
Presentation to RACC: 1 meeting	2													2						
Coordination Meetings with Selected Artists: 2 meetings	4													4						
Plan Review with PPR Project Manager and Operations Staff: 1 meeting	1	1					4													
Technical Advisory Committee (TAC): 1 meeting	1	1					4													
subtotal hours	34	25	44	2	24	26	14	27	8	2	13	5	5	12	4	0	0	0	0	
subtotal fee	\$3,230	\$2,375	\$2,992	\$280	\$2,640	\$1,950	\$1,386	\$1,944	\$472	\$84	\$2,340	\$675	\$425	\$600	\$592	\$0	\$0	\$0	\$0	
TASK IV: Construction Documents Phase (September-February 2012)																				
Tasks																				
4.01 Value Engineering of Design Development Option (if required)	2	1	2				1	1			1	2	2							
4.02 Prepare Construction Document Drawings (60% Per RFP)	11	11	48	1	10	24	5	10	4	2	7	8	6	2						
4.03 Draft Storm Water Management Report (60%)		1		1	6	10														
4.04 Update Proposed Thematic Elements Package (60%)			1					2												
4.05 Update Proposed Artist/Interpretive Package (60%)	1										2			2						
4.06 Provide Detailed Cost Estimate (60%)		2			4	2	1	2				1	1							
4.07 Value Engineering of 60% Set (if required)		2	1				1	1				1	1							
4.08 Prepare Construction Document Drawings (90% Per RFP)	8		40	6	24	2	4	4	2	2	4	4	6			1	5			
4.09 Final Storm Water Management Report		1		1	8	4														
4.10 Update Proposed Thematic Elements Package (90%)								2												
4.11 Update Proposed Artist/Interpretive Package (90%)	1													1						
4.12 Provide Detailed Cost Estimate (90%)		1			4	2	1	2			1	1	1							
4.13 Value Engineering of 90% Set (if required)		2					1	2				1	1							
4.14 Prepare Construction Document Drawings (100% Per RFP)			40	1	8	40	2	4	2	2	4	4	4							
4.15 Update Proposed Thematic Elements Package (100%)			1					2												
4.16 Monthly Status Report and Invoice		6					4					1								
Meetings																				
Biweekly Meeting with City Project Manager: 9 meetings	9	9									2									
Coordination Meetings with Selected Artists: 3 meetings	6													2						
Pre-Design Conference with PBOT: 1 meeting	1	1						2												
Plan Review Meetings with PBOT: 3 meetings	3	3						4												
Plan Review with PPR Project Manager and Operations Staff: 3 meetings	3	3					2	4												
Technical Advisory Committee (TAC): 1 meeting	1	1					2													
subtotal hours	46	44	134	4	46	106	20	44	12	6	20	20	20	7	0	1	5	0	0	
subtotal fee	\$4,370	\$4,180	\$9,112	\$560	\$5,060	\$7,950	\$1,980	\$3,168	\$708	\$252	\$3,600	\$2,700	\$1,700	\$350	\$0	\$130	\$575	\$0	\$0	
PHASE TOTAL																				
																				\$25,632

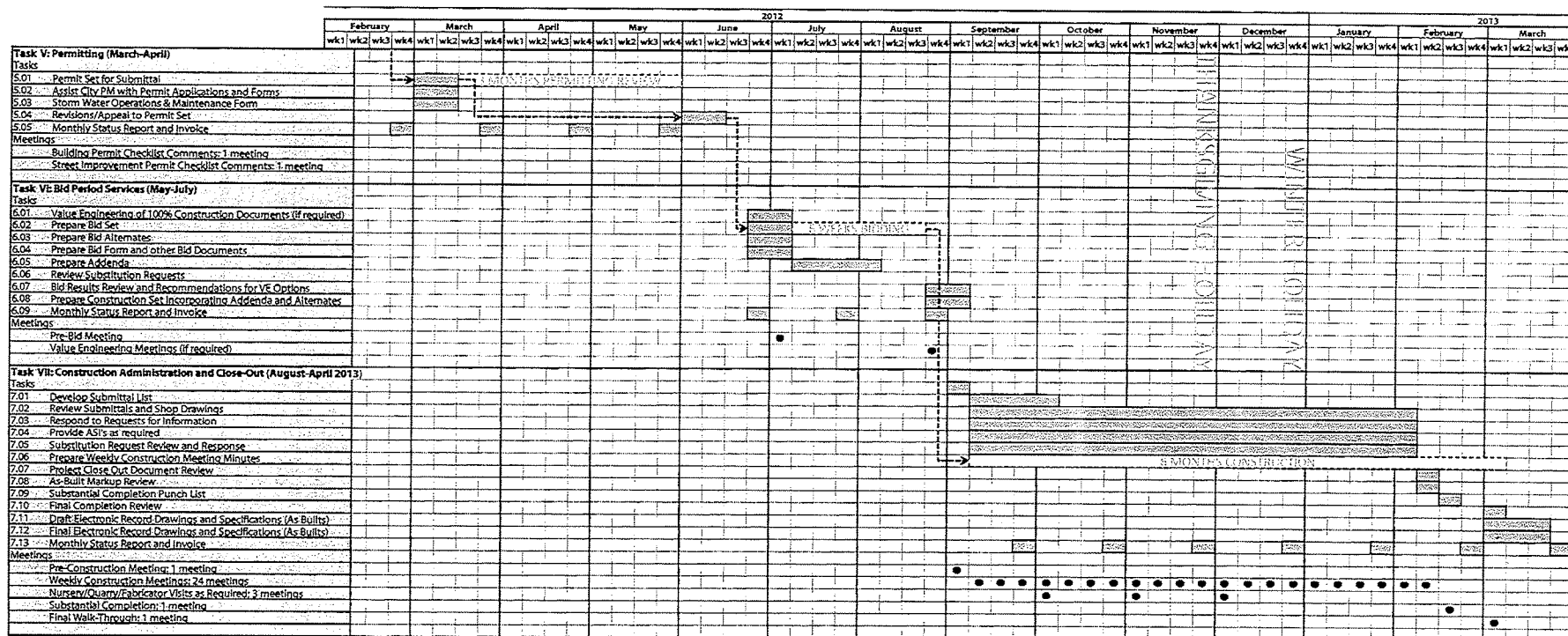
FEE ASSUMPTIONS:

- 2.inK Studio does not markup subconsultant fees.
- Fee assumes no street work is required for the project. If 'green street' improvements or other improvements are required outside the existing curb line of the park, the fee will be adjusted accordingly. Fee assumes a single title block format can be used for both construction documents and permit submittals.
- Fee assumes no structural changes or design modifications to existing architectural features in the park.
- Fee assumes that no items in the park design will require structural engineering.
- Fee assumes no contaminated soil on site.

Proposed Project Schedule



Proposed Project Schedule



SCHEDULE NOTES:

- Schedule assumes dry weather for arborist and geotechnical work to be completed.
- Ideally, the arborist work would be completed once the existing trees are fully leafed out and when the sap is running. Based on the suggested schedule and project start times we will be assessing trees in later winter. We recommend doing a follow-up arborist assessment in June to get a better understanding of tree health.