

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

CONTRACT NO. Click Here and Type

SHORT TITLE OF WORK PROJECT:
Westmoreland Park Nature Play Area

This contract is between the City of Portland ("City," or "Bureau") and GreenWorks, P.C., hereafter called Contractor. The City's Project Manager for this contract is Sandra Burtzos.

Effective Date and Duration

This contract shall become effective on January 11, 2012. This contract shall expire, unless otherwise terminated or extended, on December 31, 2013.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed **\$109,580.00** 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): GreenWorks, P.C.

Address: 24 NW 2nd Avenue, Suite 100, Portland, OR 97209

Employer Identification Number (EIN) 91-1747559

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

City of Portland Business License # 439358

Citizenship: Nonresident alien ☐ Yes ☒ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

TERMS AND CONDITIONS

1. Standard of Care: Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

4. Early Termination of Contract

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

6. 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.

7. Compliance with Applicable Law

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

8. Indemnification for Property Damage and Personal Injury

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

During the term of this contract, Contractor shall maintain in force at its own expense, the 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) Commercial 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 Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by operating Bureau X

Waived by operating Bureau Director or designee

- (c) 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 non-owned vehicles, as applicable:

Required by operating Bureau X

Waived by operating Bureau Director or designee

- (d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. If insurance is provided on a "claims made" basis the Contractor shall acquire "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If not feasible, contractor shall notify City immediately.

Required by operating Bureau X

Waived by operating Bureau Director or designee

- (e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 30 days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. Ownership of Work Product

All work product produced by the Contractor under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The 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.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets and other proprietary rights of Contractor are and will remain the exclusive property of Contractor.

11. EEO Certification: In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

12. Equal Benefits

Contractor must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

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 promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Contractor shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

22. Access to Records

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

(a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in

accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

(b) If an audit discloses that payments to the Contractor exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

24. Electronic Signatures

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

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work regardless of disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

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

If applicable, the Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

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

If applicable, the Contractor shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subcontractors

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors without prior written consent is a material breach of contract.

30. Third Party Beneficiaries

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

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE (SEE EXHIBIT A)**

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.

GreenWorks, P.C.

BY: _____ Date: _____

Name: _____

Title: _____

185096

Contract No. _____

Contract Title: Westmoreland Park Nature Play Area _____

CITY OF PORTLAND SIGNATURES:

By: _____
Bureau Director

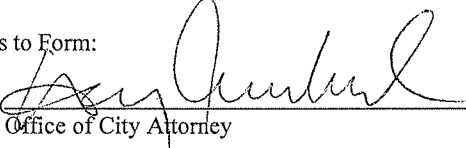
Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By:  _____
Office of City Attorney

Date: 12/23/11

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES EXHIBIT A

SCOPE OF WORK AND PAYMENT SCHEDULE

I. TECHNICAL OR REQUIRED SERVICES

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 final scope, schedule and cost will be determined during the negotiations stage of the selection process. The decision to proceed with each major task will be solely the decision of the City Project Manager. The Design Team 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.

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, meeting summaries, final drawings and reports. Contractor is encouraged to provide any deliverables in accordance with the City's Sustainable Paper Use Policy. Where graphic products are required for review, the consultant design team should assume for their reimbursable expense budget to provide ten (10) copies of materials and pdf files of each drawing.

The policy can be viewed at: <http://www.portlandonline.com/omf/index.cfm?c=37732>.

Anticipated meetings may move between the tasks to best suit the needs of the project and attendees' schedules.

For 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 Contractor.

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, public education, and/or for any purposes at the sole discretion of the City of Portland.

Task One: Project Start-Up

A. Work Plan

Contractor should provide a detailed work plan to address all tasks requested in this solicitation in the Project Approach and Understanding area of their proposal. The intent of this task is to finalize a work plan that further details the team's approach to the project, based on the information provided in the proposal. The Contractor shall draft a complete work plan to be delivered to the City within 15 business days of the Notice of Intent to Award (NOIA), and beginning work on it no earlier than 7 calendar days after the NOIA to ensure the Protest Period has passed. The work plan should include the overall goal of each task, specific sub-tasks, which firm from the project team is responsible for each sub-task, a description of products, schedule, reviews, costs by task and discipline, anticipated meetings, an explanation of how the team will interact with each other and the client, and expected deliverable(s). It should be realistic and reflect the full scope of tasks the Design Team expects necessary to accomplish the work and meet the project goals. The Contractor shall incorporate the City's comments and suggestions into the final version of the work plan, which shall be incorporated into the contract resulting from this solicitation. The work plan development task will not be billable; it is part of developing and negotiating the contract. It is critical to the overall project schedule that the Design Team and City develop an agreed upon work plan, compensation, and schedule in a timely

manner. Short Listed Proposers should block out time in advance to complete this task in the time allotted.

B. Technical Investigation

- 1. Relevant Information.** Assemble, review, and confirm all relevant information about the project area, as well as PP&R's "Play Area Technical Paper" (June 2008). Include previous studies, plans, and reports, record drawings, historical park information, code sections, utility information/easements, environmental conditions, zoning, and grant agreements.

Conduct a site reconnaissance tour to document existing conditions and any other information supplemental to the survey to provide context and analysis of existing conditions. Document the existing playground equipment, site furnishings and paving materials, along with their condition.

Assemble information, examples and images to explain the importance of nature-based play, and to entice the community to imagine how it might be developed in Westmoreland Park. Assemble information about the habitat types proposed for the creek area from the Duck Pond Removal & Stream Restoration project being performed by the Army Corps of Engineers, and potential habitat types that could be created or represented as part of the play area theme.

Document the assemblage of relevant information. For PP&R-provided items, this can be a list of document titles and their dates. For information provided by other sources, provide a copy to PP&R, 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 with the proposed duck pond removal/stream restoration project plans and any plans for utility construction and any other nearby park work. In order to help expedite this project, the City intends to contract from its On-Call Services list for a complete topographic site survey. The successful Proposer can anticipate the survey to be available upon Notice to Proceed on this project. Upon Notice to Proceed, the successful Proposer will be able to review the completed survey work, and request additional information, areas, or corrections from the City's contracted surveyor.
- 3. Geotechnical Investigation.** The project team will be provided with the Geotechnical Investigation report for the Duck Pond Removal & Stream Restoration Project to be referenced for design and earthwork recommendations. A separate investigation for this project will not be part of the scope.
- 4. Site Conditions and Site Analysis Plan(s).** Review and evaluate existing conditions, including soils, lighting, environmental zone limitations, views from adjacent properties or park areas, and links to other park features and the neighborhood. Prepare a plan(s) to document these conditions for the City's project team and for the public. This information will serve to introduce the public to current site conditions, with the modifications as proposed by the duck pond removal/stream restoration project.
- 5. Identify Preliminary Concerns & Issues.** Participate in meetings to identify preliminary concerns and issues with the Advisory Committee and others as needed. Among others, these will include: coordination of public involvement with PP&R; coordination with any affected franchise utility providers; coordination with Bureau of Development Services (BDS) on permitting; coordination with Bureau of Environmental Services (BES) on stormwater management within the park; coordination with Bureau of Planning and Sustainability (BPS) as well as Procurement Services on sustainable design opportunities and Green Building Policy compliance; coordination with RACC on public artist; coordination with Office of Neighborhood Involvement's (ONI) Crime Prevention, Portland Police, and Portland Parks Rangers on Crime Prevention Through Environmental Design (CPTED); coordination with Urban Forestry on tree assessment, protection, and mitigation for any removals. Provide meeting summaries to document information provided and any decisions.

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.

C. Nature-Based Play Powerpoint Presentation

Develop a PowerPoint presentation(s) for the first Advisory Committee meeting and Community Outreach Event to explain the concept of nature-based play to the community and PP&R Operations & Maintenance staff. The presentation may be tailored as appropriate for the PP&R staff. The presentation(s) should explain the importance of free, creative play in childhood development, citing studies and/or experts, to explain the PP&R initiative to develop these areas in the City's play areas, and show the community examples and images to help people envision what this type of play setting might be in an unstaffed public park. The presentation will be reviewed by the Advisory Committee, the PP&R Playgrounds and Nature-Based Play Committees, and other PP&R staff prior to the Community Outreach Event, and comments will be provided for revisions.

Task One Deliverables

Products:

1. Detailed Project Work Plan (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. Copy of non-PP&R provided relevant information
4. Assemblage of information, examples and images regarding nature-based play
5. Photo and narrative documentation of existing conditions and palette of playground and site furnishings and materials, along with a summary memorandum regarding their conditions and recommendations
6. Complete project base plan
7. Site Conditions and Site Analysis Plan(s)
8. Summary of Opportunities & Constraints from information gained through the entire Technical Investigation phase
9. PowerPoint presentation as a digital file and a disc of the images (and referenced sources) collected for the purpose
10. Meeting summaries for all meetings attended

Anticipated Meetings:

- a. Biweekly meetings with PP&R Project Manager
- b. One joint meeting with PP&R Playground and PP&R Nature Play Committees
- c. One meeting with RACC Public Art Advisory Committee to review proposed team artist

Task Two: Preliminary Design

A. Nature-Based Play Community Outreach Event

Conduct a Community Outreach Event, to include the Advisory Committee, to introduce nature-based play and solicit input as to what types of features and themes would be most appropriate at Westmoreland Park. The Design Team should propose the format and type of event they would like to use to best meet the goals of the workshop, as well as cite successful past experience with similar events.

B. Concept Design

Using information gathered in Task One, the 2004 Master Plan, and public input from the Community Outreach Event, develop a minimum of three concepts for the new play area. The purpose of the concept 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. Select themes such as stream

restoration, endangered species (particularly salmonids), habitat, urban nature, stewardship, or others suggested by the community, for children's and families' exploration and learning. Depending on the outcome of the Community Outreach Event, one or more concepts may include some traditional play equipment such as a swing set, slides, a composite structure, or other play equipment that encourages active play and motor skill development integrated into the setting. Include settings that encourage children to invent their own games, and settings that evoke the wild side of nature in a way that is inviting for children to explore, but feels safe to parents, and can be reasonably maintained by PP&R staff. The three concept plans for the play area shall be appropriately illustrated to communicate to the public, and can also be sufficient as an unattended public display and the project website. Products should also be legible in black and white reduced format for inclusion in newsletters. Each concept design element will be reviewed, and the design team should anticipate a good dialogue with project participants to assure high quality results. A preferred concept design or elements will be selected for refinement.

Provide a magnitude of cost estimate for each concept design alternative.

C. Schematic Design

Based on feedback from the public and the Advisory Committee about the three initial concept plans, and feedback from PP&R staff and the team play expert, develop a single schematic design from the favored concept plan or that combines the favored elements of the three initial concepts. The schematic design will be developed and illustrated with presentation quality color graphics (board size and 8.5x11 or 11x17 of site plans, sections, elevations, and perspectives with appropriate detail). Schematic design will also include preliminary proposed options for thematic elements, products, furnishings, and materials, including initial color selections. Include cut sheets or weblinks for products and materials for review and consideration.

Provide a detailed schematic design cost estimate.

Task Two Deliverables

Products:

1. Community Outreach Event materials
2. Three concept plans for the park improvements (Include in reimbursable budget 10 full and 10 half-size printed sets, electronic files in pdf format, and 2 sets of full size boards for public display.)
3. Magnitude of Cost Estimate for each of the three Concept Designs
4. Schematic illustrative plan with supporting drawings and graphics
5. Documentation will include:
 - a) Site materials, grading, and planting concepts
 - b) Enlargement plans and sections as necessary to illustrate and explain the concepts
6. Cut sheets or weblinks for all products and materials
7. Detailed schematic design cost estimate for preferred option
8. Team play expert plan review comments
9. Digital images and information for web and comment cards to facilitate public feedback for all public meetings
10. Meeting summaries for all meetings attended

Anticipated Meetings:

- a. Biweekly meetings with City Project Manager
- b. Meetings with City Project Manager and public involvement staff to prepare for each public involvement meeting (Advisory Committee meetings and Community Outreach Event)
- c. Four Advisory Committee meetings
- d. Three Community Outreach Events
- e. Presentation to RACC (Regional Arts & Culture Council) Public Art Advisory Committee
- f. Up to three meetings as necessary with City bureaus and others

Task Three: Design Development

Upon authorization from the City Project Manager, the Design Team will proceed with design development drawings for the preferred design alternative.

Based on Schematic Design cost estimate and review comments, and as directed by the City, adjust the design and/or materials to reduce the project's cost. Provide value engineered cost estimate documentation within the cost estimate notating the changes to document the decisions made.

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 the incorporation of any interpretive and/or art elements and environmental graphic design of them.

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

Provide a detailed cost estimate and a minimum of a table of contents for technical specifications. Provide plan review comments by the team play expert.

Task Three Deliverables

Products:

1. Value engineered version of schematic design cost estimate (if directed by City)
2. Design development drawings (equivalent to approximately 30% CD)
 - 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) Water Play Element Plans & Details
 - e) Grading Plan
 - f) Materials Plan (may be combined on Layout Plan if legible)
 - g) Layout Plan (primary dimensions only)
 - h) Irrigation Zone Plan (can be combined with Planting Plan if preferred)
 - i) Planting Concept Plan
 - j) Preliminary Details
 - k) Preliminary Lighting/Electrical Plans, Details & Photometric calculations
 - l) Technical Specifications Table of Contents
3. Package of proposed products, equipment, site furnishings, materials, lighting, and color chips/samples, including weblinks for each
4. Drafts of any written and graphic interpretive materials and public art concepts
5. Detailed cost estimate
6. Team play expert plan review comments
7. Meeting summaries for all meetings attended

Anticipated Meetings:

- a. Biweekly meetings with City Project Manager
- b. One CPTED meeting
- c. One meeting with Bureau of Development Services (BDS) for Early Assistance
- d. One meeting with BDS's Bureau of Environmental Services staff for Early Assistance with meeting the Portland Stormwater Management Manual's requirements
- e. One presentation with Portland Parks & Recreation Disability Advisory Committee (first Thurs in even numbered months)
- f. Presentation to RACC (Regional Arts & Culture Council) Public Art Advisory Committee

- g. One plan review meeting with City Project Manager and Operations & Maintenance staff

Task Four: Construction Documents

Upon authorization by the City 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 Project Manager, adjust the design and/or materials to reduce the project's cost. Provide value engineered cost estimate documentation within the cost estimate notating the changes to document the decisions made.

Prepare complete construction documents for permitting and the City's formal bidding process. Include bid alternates and technical specifications based on or in compliance with PP&R standards. This process will include three reviews, at approximately 60%, 90%, and 100%. Anticipate some review revisions at 100% for changes 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. Some specification sections will be provided to the Design Team containing PP&R'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 PP&R. 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. Provide written comments on each plan submittal set by the team play expert.

Throughout Construction Documents task, based on cost estimates and review comments, and as directed by the City, adjust the design and/or materials to align the project's cost with the project budget, allowing for some alternates to be carried forward through construction documents and bidding. Provide value engineered cost estimate documentation within the cost estimate notating the changes to document the decisions made.

Task Four Deliverables

Products:

A. 60% CD Package

1. Value engineered version of Design Development cost estimate (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) Water Play Element Plans & Details
 - f) Grading Plan
 - g) Materials Plan
 - h) Layout Plan
 - i) Irrigation Plan
 - j) Planting Plan
 - k) Details
 - l) Lighting/Electrical Plans & Details, including a Grounding Plan if necessary for water play element

- m) Technical Specifications
 - 4. Draft Drainage/Stormwater Management Report
 - 5. Revised 60% CD package of proposed products, equipment, site furnishings, materials, lighting, and color chips/samples, including weblinks for each
 - 5. Refined drafts of written and graphic interpretive materials and public art
 - 6. Detailed 60% CD cost estimate
 - 7. Team play expert plan review comments
- B. 90% CD Package
- 1. Value engineered version of 60% CD cost estimate (if directed by City)
 - 2. 90% 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) Water Play Element Plans & Details
 - f) Grading Plan
 - g) Materials Plan
 - h) Layout Plan
 - i) Irrigation Plan
 - j) Planting Plan
 - k) Details
 - l) Lighting/Electrical Plans & Details, including a Grounding Plan if necessary for water play element
 - m) Technical Specifications
 - 3. Final Drainage/Stormwater Management Report and all forms, plans, and specifications required by the Portland Stormwater Management Manual
 - 4. Soil Infiltration Test results, as required by Portland Stormwater Management Manual
 - 5. Revised 90% CD package of proposed products, equipment, site furnishings, materials, lighting, and color chips/samples, including weblinks for each
 - 6. Refined drafts of written and graphic interpretive material and public art
 - 7. Detailed 90% CD cost estimate
 - 8. Team play expert plan review comments
- C. 100% CD Package
- 1. Value engineered version of 90% CD cost estimate (if directed by City)
 - 2. 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) Water Play Element Plans & Details
 - f) Grading Plan
 - g) Materials Plan
 - h) Layout Plan
 - i) Irrigation Plan
 - j) Planting Plan
 - k) Details
 - l) Lighting/Electrical Plans & Details, including a Grounding Plan if necessary for water play element
 - m) Technical Specifications
 - 3. Detailed 100% CD cost estimate
 - 4. Team play expert plan review comments
 - 5. Revised 100% CD package of proposed products, equipment, site furnishings, materials, lighting, and color chips/samples, including weblinks for each
 - 6. Written and graphic interpretive material and public art

- a. Biweekly meetings with City Project Manager
- b. Up to three plan review meetings with City Project Manager & Operations & Maintenance staff
- c. One CPTED meeting
- d. One presentation with Portland Parks & Recreation Disability Advisory Committee (first Thurs in even numbered months)

Task Five: Permitting

Upon authorization by the City Project Manager, the Design Team will proceed with preparation of permit set and permit applications. This will include Environmental Review, due to the site falling within an Environmental Zone overlay.

A. 100% Construction Document Review Revisions

Prior to permit submittal, if the City 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 to the satisfaction of the City Project Manager by the Project Manager in coordination with the Design Team and the plan reviewers/stakeholders, and the Design Team shall make the revisions prior to producing permit sets for submittal. If, on the other hand, the City 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. Site Development/Building Permit

Provide all information, permit applications, resubmittals, corrections and additions necessary to obtain required site development/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.

Task Five Deliverables

Products:

1. Permit Set for submittal
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 permit
5. Appeal applications as necessary to obtain permits

Anticipated Meetings:

- a. Meetings as needed to resolve building permit checksheet comments

Task Six: Bid Period Services

Upon authorization by the City 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 City 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 bid 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. Recommendations memo regarding bid results and alternates to accept, as well as proposed value engineering changes, if necessary to bring the bids within budget. 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 Six Deliverables

Products:

1. Value engineered version of 100% CD cost estimate (if directed by City)
2. Bid Set, incorporating any outstanding PP&R 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. Other bidding documents, as described in the task description
5. Bid Addenda
6. Substitution Requests review and response
7. Recommendations memo regarding bid results
8. Construction Set, incorporating all bid addenda revisions, selected alternates and value engineering revisions, and any remaining permit revisions
9. Value engineering changes if necessary to bring bids within budget.

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 Services

Upon authorization by the City project manager, the Design Team will proceed with construction administration. PP&R 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 PP&R 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 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 City Construction Manager or Project Manager, with City Construction Manager, and with 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 marked up as-builts, project closeout manual, warranties, and spare parts submittals; and provide comments on their accuracy and completeness. Produce electronic record drawings in PP&R'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.

Task Seven Deliverables

Products:

1. Develop list of required submittals on PP&R 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. 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.)
7. Response memo regarding any missing information on contractor as-built mark ups
8. Substantial Completion punchlist, including items keyed to a keymap and photos as appropriate to illustrate deficiencies
9. Final Completion punchlist, including items keyed to a keymap and photos as appropriate to illustrate deficiencies
10. Draft Electronic Record Drawings & Specifications (As-Builts) in PP&R required format – for review
11. Final Electronic Record Drawings & Specifications (As-Builts)

Anticipated Meetings:

- a. Pre-Construction Meetings (meeting notes provided by City Construction Mgr)
- b. Weekly Construction Meetings with City's Construction and Project Managers and Contractor (meeting notes provided by City Construction Mgr)
- 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)

II. WORK PERFORMED BY THE CITY

The City has assigned a project manager to oversee the Contractor'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:

- Existing PP&R record site plan for the entire park
- Topographic survey of the project area
- Duck Pond project Geotechnical Report
- Approved 2004 Westmoreland Park Master Plan Book
- Draft Public Involvement Plan
- PP&R General Conditions and Division One
- PP&R Technical Specification Sections that have specific requirements (primarily Tree Protection and Irrigation)
- PP&R CAD standards
- PP&R Record Drawing Standards

III. PLACE OF PERFORMANCE

Contract performance will take place primarily at the successful Proposer'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 their sub-consultants' offices.

IV. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer shall anticipate delays in such places and include the cost of delay in the proposed cost. The successful Proposer'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 Proposer'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.

V. CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
Mike Faha	Principal in Charge
Michelle Mathis	Project Manager
Ben Johnson	Project Landscape Architect

SUBCONTRACTORS

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

NAME	ROLE ON PROJECT
Sitemasters, Teresa Hendy	Play Expert
Adam Kuby	Artist
KPFF, Curtis Vanderzanden	Civil Engineer
MainLine Design, Glendon Smith	Irrigation & Planting Design
Reyes Engineering, Flaviano Reyes	Electrical Engineering (if needed)
Geotechnics, Andre Mare	Geotechnical Engineer (if needed)

Diversity and M/W/ESB Commitments

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.

VI. COMPENSATION

Contract Services include all work described in Section I above, which Contractor agrees to complete no later than the expiration date of the Personal Services Contract between the parties, commencing upon Contractor's receipt of a Notice-To-Proceed from PPR for the work described herein.

In consideration of the services Contractor agrees to perform under the Personal Services Contract all work described by itself and its subcontractors, Contractor shall be paid a lump sum fee amount of **\$100,154.00** for personnel labor costs, billed monthly on a percent complete basis of each major Task, plus any authorized expenses directly related to the Project, not to exceed **\$5,008.00** for reimbursable expenses, as set forth in more detail below, for a TOTAL contract not-to-exceed amount of **\$105,162.00** for all work described in Section I above. This is a Lump Sum Fixed Fee contract for personnel labor costs, and therefore the number of hours required to perform the services is irrelevant to the contract, other than the Proposed Project Fee exhibit's hours 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. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract.

The Contractor is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Contractor based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Contractor remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

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 expenses will be reimbursed at cost, with mark-ups and costs as noted below.

Type of Expense	Not to Exceed
Automobile mileage	At current GSA mileage rate (currently \$0.51)
Postage & delivery	At cost plus 5%
Travel – Airfare & Transportation *	At cost plus 5%
Travel – Lodging *	At cost plus 5%
Travel – Meals *	At cost plus 5%
Supplies	At cost plus 5%
Printing – Out of Office	At cost plus 5%
Photocopies/BW letter	\$0.15 each
Photocopies/BW legal	\$0.15 each
Photocopies/BW 11x17	\$0.15 each
Color copies/color letter	\$0.75 each
Color copies/color legal	\$0.75 each
Color copies/color 11x17	\$0.75 each
Plotting in-house BW	\$1.00/SF
Plotting in-house Color	\$2.00/SF

The City will request the Contractor provide receipt copies of all expenses for which reimbursement is sought. The City will reimburse Contractor's travel expenses only when the travel is essential to the normal discharge of Contractor's obligations under the Contract. Contractor shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to the City and the public. Additionally, travel expenses are limited in the following manner:

- Airfare must be calculated at the most cost-efficient round-trip economy/coach class rate
- Rental vehicles must be limited to economy or compact-sized rented vehicles**
- Hotel stay must be at moderate standard room rate
- Reimbursement for meals may not include alcoholic beverages, and itemized meal receipts must be submitted for reimbursement.

Mileage for privately-owned vehicles (POV) will be reimbursed at the current GSA mileage rate.

* Contractor should note that Portland, Oregon has an excellent regional public transit system, including light rail transportation from the Portland International Airport (PDX) to downtown Portland. The City strongly encourages the use of public transportation for all local transit in the performance of work under this Contract.

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.

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. Include a monthly progress report with invoice, containing the following information: tasks and sub-tasks and deliverables provided, personnel and their labor category who have worked on the tasks, and meetings attended.

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. Payment will be based on deliverables and City Project Manager's determination of percent completion by major Task, not by the number of hours spent by the Contractor.

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.

VII. CHANGE IN SERVICES

Consulting Team shall not perform work beyond the Scope of Work, unless such additional services are authorized and confirmed in writing by PPR through an Amendment to the Agreement for Professional, Technical, or Expert Services. Services beyond those listed in Section III above will be determined based on the following billing rates, and will either be billed on a time and material basis or by lump sum fee, as specified in the Amendment.

Billing Rates

Greenworks, PC		KPFF	
Principal-in-Charge	\$160	Principal-in-Charge	\$154 - \$185
Landscape Architect II	\$105 - \$110	Project Manager	\$109 - \$143
Landscape Architect I	\$90	Project Engineer	\$84 - \$113
Landscape Designer III	\$105	Design Engineer	\$68 - \$85
Landscape Designer II	\$85	CAD Tech	\$60 - \$81
Landscape Designer I	\$72 - \$80	Clerical	\$58 - \$74
Project Assistant	\$90		
		Site Masters	
Mainline Design		Play Expert	\$150
Principal-in-Charge	\$90		
Project Manager	\$80	Adam Kuby	
Admin	\$60	Artist	\$100

Adjustment of Labor Rates Due to Inflation

Annual adjustment of hourly rates 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.

