

AGREEMENT

This Agreement (the "Agreement") is entered into this day of _____, 2012, by and between Verde, an Oregon nonprofit corporation, and the City of Portland, ("City"), by and through its Portland Parks & Recreation ("PP&R"), a municipal corporation duly organized and existing under the laws of the State of Oregon. The purpose of this agreement is to establish roles and responsibilities to support the fundraising, design, development and ongoing maintenance of the Thomas Cully Park.

RECITALS:

1. Thomas Cully Park ("Cully Park"), consists of approximately 25 acres in the Cully Neighborhood in NE Portland, as identified in the Thomas Cully Park Master Plan, dated December 2008 ("Master Plan"). Cully Park is shown on the attached **Exhibit A**.
2. From the 1950s through the 1980s, the Cully Park site was operated as a sand and gravel mine covering approximately 25 acres and excavated to a depth of about 60 feet. Once the sand and gravel were depleted, the site became a special waste landfill that accepted construction, industrial, and non-putrescible municipal waste.
3. Since the landfill ceased operation in 1991, it has been maintained and monitored by DEQ, METRO, Portland Parks, and BES. The site continues to produce methane, which is collected on-site and burned in a small facility next to the site's main entry off NE Killingsworth Street. Portland Parks and Recreation acquired the site in 2002 with the intention of developing it as a park that would accommodate a variety of active recreational uses and to serve neighborhood needs. While PP&R was able to do a Master Plan for the park, Cully Park remains undeveloped today because PP&R has had insufficient resources for its development.
4. Formed in 2005, Verde is a public charity under Sections 501(c)(3) of the Internal Revenue Code. Verde serves communities by building environmental wealth through social enterprise, outreach and advocacy. Verde brings new environmental investments to Portland's neighborhoods, involves community members in planning and building these investments, and ensures that these investments directly benefit low-income people and people of color.
5. The Cully Neighborhood is characterized by concentrated poverty, racial diversity, as well as by lack of access to nature and environmental benefits. In response, Verde has collaborated with 17+ community-based organizations to organize Let Us Build Cully Park! ("LUBCP!"). The current membership of LUBCP! is shown on the attached **Exhibit B**.
6. In 2010, Verde, Hacienda CDC, Native American Youth & Family Center, and Portland Community Reinvestment Initiatives successfully applied for an 18-month, \$150,000 grant from the NW Health Foundation's Convergence Partnership to create LUBCP! and to build momentum for the funding and construction of Cully Park.

7. In 2011, LUBCP! partners designed a *Survey to Let Us Build Thomas Cully Park!* in order to identify community awareness of the Cully Park project, park development issues, interest in participating, and the community's park priorities. Since the survey, LUBCP! members and Cully residents have been deeply engaged in all aspects of the project.
8. In 2012, Verde established the LUBCP! Advisors, a formal advisory group within Verde's organizational structure. The LUBCP! Advisors comprise members of Verde's Board of Directors, Verde staff, LUBCP! partner organizations, and subject matter experts. By Board motion, Verde establishes advisory groups for each Verde program to set and monitor program goals, set and monitor program budgets, and coordinate program activities.
9. Verde has a strong fundraising track record, and has developed significant resources for the planning and construction of Cully Park, including in-kind contributions from public agencies, nonprofit groups, and for-profit businesses. Verde has raised over \$1.2M in government and foundation grants for Cully Park, including a \$577,000 award from Metro's Nature in Neighborhoods Capital Grant Program. Verde plans to continue its fundraising efforts throughout the term of this Agreement for Cully Park.
10. Both Verde and PP&R recognize the importance of Cully Park for the Cully Neighborhood. PP&R recognizes the contributions of Verde in support of the development of Cully Park, and would like to formalize its relationship with Verde through this Agreement.
11. PP&R and Verde would like to develop a comprehensive plan for development and ongoing maintenance of Cully Park in a manner consistent with the Master Plan. The plan would include identifying the respective obligations of PP&R and Verde with regards to the following:
 - Identifying and securing public and private sources to fund the development of Cully Park.
 - Development of Cully Park.
 - Ongoing maintenance for the developed Cully Park.

The Master Plan states that design and land use implementation should "develop a phasing plan which will allow for a sequential improvement of the site if funds for the entire project cannot be secured." Per the Master Plan, Verde contracted with Vigil-Agrimis to prepare a site plan for the development of the first phase of Cully Park, entitled "Let Us Build Cully Park Phase 1" ("Phase 1 Plan"). The Phase 1 Plan is attached hereto as **Exhibit C**. PP&R acknowledges that the Phase 1 Plan is consistent with the Master Plan.

AGREEMENT:

1. Fundraising. Verde is authorized to solicit for public and private funding for the specific projects identified in this Agreement and shall be responsible for paying its own expenses, including general administration, design, construction, marketing, promotion, and

fundraising (not to include PP&R staff costs). Verde and PP&R shall make best efforts to coordinate fundraising efforts for Cully Park and share information on a regular basis. Verde and PP&R will meet on a periodic basis to review prospective donors and funders. PP&R and Verde will work together on donor recognition and onsite events related to this Project. All onsite donor recognition and events will require approval in writing by PP&R.

2. Phase 1 Development.

2.1. The scope of work and estimated costs of the development of Phase 1 of Cully Park as shown on the attached **Exhibit C**, collectively the "Project."

2.2. Verde and PP&R shall begin development of Phase 1 with the installation of a community garden. **Exhibit F** outlines the roles and responsibilities for this portion of the Project.

2.3. Verde will enter into a design contract with the "Project Architect" to prepare plans and specifications for the Project.

2.4. A Construction Committee comprised of members of the Verde Board of Directors or its designees, the Project Architect, and one or more representatives of PP&R shall oversee the design and construction of the Project. The PP&R representatives on the construction committee shall be invited to attend all regular or significant Project meetings and to participate in steering, management, or any advisory committees organized for the Project. During the Design Phase, PP&R will be invited to attend all critical coordination meetings and will be provided a meaningful opportunity to review and comment in a timely manner on all key Project documents, major design features, proposed products and materials, issues, schedule, funding, Project sequencing, and other significant design issues. During the Construction Phase, PP&R will be invited to attend and participate in all critical coordination meetings and all construction related meetings, in addition to weekly construction meetings, and will be provided a meaningful opportunity to review and comment in a timely manner on all changes in work, submittals, substitution requests, requests for information, sequencing of construction, closures, and other significant construction related issues. The roles and responsibilities, approved project schedule, frequency of meetings, and PP&R inspections will be formalized in writing between PP&R and Verde. PP&R will be provided at least ten days notice prior to commencement of onsite construction work under this Agreement.

2.5. Verde will contract with the architects, engineers and other consultants necessary to prepare construction plans and specifications required to apply for building permits and construct the work. The plans and specifications will be reviewed and approved by the City's Parks Bureau prior to the application for a building permit. Plans and specifications provided by the Project Architect will be completed in accordance with PP&R's CAD drawings standards. PP&R's Final Deliverable Construction CAD Documents standards document is attached as Exhibit D. Specification sections will be provided to the design team per PP&R's standard requirements and materials. Technical specifications are required in CSI 2010 Masterformat. PP&R review will occur at a minimum of three submittals, 30%, 60%, and 90% Construction Documents, with each review taking no more than four weeks. All PP&R comments are advisory and non-binding, will be responded to by the Project Architect,

and any differences of opinion will be resolved between Verde and PP&R. All changes made due to permit requirements will be reviewed and approved by PP&R, prior to bidding. PP&R agrees to work with Verde to minimize and/or waive any plan check, permit, system development, and/or other similar fees and charges associated with the work within PP&R's decision-making authority.

2.6. Verde will contract with a general contractor for the construction of Phase 1 in accordance with the approved plans and specifications. Verde will prepare a contracting plan for review by PP&R prior to bidding the work. As they apply, it is the expectation that Verde will follow Bureau of Labor and Industry Prevailing Wage rules and regulations. Verde may either competitively bid all or portions of the work or sole source contracts to contractors it deems to be uniquely qualified to perform the work. Verde agrees not to contract with any contractor who is disqualified from bidding on similar City projects. Verde will use reasonable efforts to contract with minorities, women & emerging small businesses ("MWESB"), but will not be required to meet any participation levels.

2.7. PP&R will issue a Notice to Proceed with development of individual or multiple elements of Phase 1, only upon receipt of evidence from Verde, in a form reasonably satisfactory to PP&R, that it has actually collected, or otherwise secured the collection of funds sufficient to complete the development of the specified element or elements of Phase 1.

2.8. Verde will require its contractors and subcontractors to hold harmless, defend, and indemnify the City and Verde and their respective officers, agents and employees against all claims, demands, actions, and suits (including attorney fees and costs) brought against any of them arising from the contractors' or subcontractors' work on the Project.

2.9. Verde will require its contractors and subcontractors to maintain public liability and property damage insurance, and shall require its design professionals to carry professional liability insurance, that protects the City and Verde, and their respective officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from work done on the Project. This insurance will provide coverage for not less than \$1,000,000 for personal injury to each person, \$2,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damage; or a single limit policy of not less than \$2,000,000 covering all claims per occurrence. The limits of the insurance are subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Project. The insurance will be without prejudice to coverage otherwise existing and will name as additional insureds the City and Verde, and their respective officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance will protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance will provide the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the term of the project, Verde

will require its contractors and subcontractors to provide a new policy with the same terms. Verde's contractors and subcontractors will maintain continuous, uninterrupted coverage for the duration of the Project. The insurance will include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Verde's contractors or subcontractors. A certificate of insurance certifying the coverage required under this Agreement shall be maintained on file with the PP&R's representative. The adequacy of this insurance shall be subject to the approval of the City Attorney.

2.10. Verde will require its contractors and subcontractors to obtain workers' compensation insurance for all of their workers and employees either as a carrier insured employer or as a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before commencing work on this project. If such contractors or subcontractors or their employees either are defined under that chapter as nonsubject workers or are not defined under that chapter as subject workers, the contractors and subcontractors will elect and obtain workers' compensation insurance under ORS 656.039 before commencing work on this project. Certification of the coverage required under this Agreement shall be maintained on file with the PP&R's representative. The adequacy of this insurance shall be subject to the approval of the City Attorney. Verde's contractors and subcontractors will further agree to maintain this workers' compensation insurance coverage throughout the duration of the work on this project.

2.11. Verde and its contractors and subcontractors will pay timely all suppliers, lessors, and contractors providing them services, materials or equipment for carrying out work on this project. Verde and its contractors and subcontractors will not, by their acts or omissions, cause the City or any materials that Verde or its contractors or subcontractors provide on the project to be subject to any claims or liens of any person.

2.12. In connection with its activities on this project, Verde will require its contractors and subcontractors to comply with all applicable federal, state and local laws and regulations. Verde shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, including, without limitation, the Americans With Disabilities Act of 1990 (Pub. L. No. 101-336), including Title II of that Act, with ORS 659.425, and with all regulations and administrative rules established pursuant to those laws. Verde will be required to present and obtain approval of the Project through Portland Parks & Recreation's Disability Advisory Committee prior to submitting for building permits.

2.13. Acceptance of Premises and PP&R Plans. Verde has examined the project site and accepts Cully Park in an "as is" condition. City or its officers, agents or employees have made no representations or warranties, express or implied, as to the condition of the project site. City shall have no liability to Verde for any damage or injury caused by the condition of Cully Park. Verde also understands that plans provided by PP&R can be used for informational purposes only, and should contract or conduct its own survey and verification of all conditions.

2.14. As-Builts and Record Drawings. Verde will keep accurate maps and records, including the approved as-built construction plans and specifications of its facilities

and improvements located in Cully Park. Verde will provide to PP&R within sixty (60) days of the Project being complete, copies of such maps, records, plans, and as-builts, in a form (digital and paper) that is to the complete satisfaction of Parks. PP&R As-Built and Record Drawings requirements document is attached as Exhibit E.

2.15. Public Involvement & Information. The construction committee and PP&R will work together to conduct any meetings with the public and prepare information to present. Verde and PP&R will keep each other informed of written material (e.g., news releases, brochures, newsletters, reports) produced for the Project that are intended for public distribution and will provide adequate time for review and discussion prior to distribution. Verde and PP&R will coordinate to prepare a plan for responding to inquiry from a media or press representative. Verde will ensure, through its contracts for the Project and by emphasizing verbally with construction contractor, the requirements for contractor(s) to not communicate with the press.

2.15 Warranty. Verde's contractors shall fully warrant all work for at least two (2) full years from substantial completion of the Project, regardless of the length of manufacturers' or installers' warranties. In addition to any other warranties that are required, the Verde's contractors shall make all necessary repairs and replacements to remedy any and all defects, breaks, or failures of the contractor's work performed on the Project, occurring within two (2) years following the date of substantial completion due to faulty or inadequate materials or workmanship. Such repairs and replacements shall conform to the contract specifications under which the contractor originally performed the work. In the event of a dispute regarding any portion of the work, the contractor shall nonetheless provide any warranty service, repairs or replacements as described above, for that portion of the work that is not in dispute. In the event that a dispute delays acceptance of the work, the warranty for portions of the work not in dispute shall run from the date of substantial completion of the remaining portions of the work. Verde's contractors shall also repair any damage or remedy any disturbance to other publicly owned property or improvements thereon if caused by the contractors' work and if the damage or remedy occurs during the warranty period. If the contractors perform warranty work, the warranty work also shall have a two (2) year warranty period from the date of its completion and acceptance by PP&R. PP&R shall provide Verde with written notice of the need to perform warranty work unless it is determined that an emergency exists, that delay would cause serious additional loss or damage, or if any delay in performing the work might cause injury to any member of the public. If Verde, after written notice, fails within ten days to comply with PP&R's request, PP&R has the right to perform the warranty work either by hiring another contractor or by using its own forces. In that event, Verde, Verde's contractors and its surety shall be liable to the City for the cost of the work performed and any additional damage suffered by the City. Verde's contractors shall each provide a bond during the two-year warranty period to guarantee the contractor's performance of warranty work. Such Verde contractors shall provide to the City a bond in the amount of 20% of the final contract amount in one of the following ways: 1. Continuance of the contract performance and payment bond; 2. Any new performance and payment bond, acceptable to PP&R, which covers the contractor's warranty obligations imposed by the contract Documents. 3. Cash deposit to the City Treasury. Proof of the deposit shall be a receipt from the Treasurer. 4. Other arrangements proposed by the contractor that PP&R finds acceptable.

2.16 Performance and payment bonds. Verde's contractors will provide performance and payment bonds for the Project. The forms for the performance bond and the payment bond, to be executed by Verde's contractors for the Project and delivered to the City not later than the date of execution of the subject contract, will be the standard forms of the City of Portland, Oregon, and approved by the City Attorney. The bonds, in an amount equal to one hundred percent (100%) of the contract sum, shall be satisfactory to PP&R and shall be executed by a corporate surety licensed to do business in the State of Oregon. The attorney in fact who executed the bonds on behalf of the surety shall affix thereto a certified and current copy of his power of attorney and shall indicate the monetary limit of such power.

2.17. Ownership of Work. Once the Project is complete and accepted by the PP&R, all improvements and work product shall be the property of the City. Verde shall transfer all warranties to the City and shall cooperate with the City in the enforcement of any warranties.

3. Phase 1 Operations and Maintenance. As part of the Project, an Operations & Maintenance Plan ("O&M Plan") will be documented by Verde and PP&R. Operation and Maintenance responsibilities will be discussed upon completion of the O&M Plan, and shall be incorporated into this Agreement and attached as an Exhibit hereto. Unless agreed otherwise in writing, upon substantial completion of the Project and acceptance by PP&R, PP&R shall immediately assume full responsibility for maintenance of Cully Park.

4. Monitoring. This agreement does not authorize Verde to do any work or use Cully Park in any manner that is inconsistent with the Solid Waste Disposal Site Closure Permit No. 1204 issued by DEQ which expires on March 15, 2012, the Intergovernmental Agreement between the City of Portland and DEQ dated on or about February 25, 2002, the operating and monitoring agreement between the City of Portland and Metro, also dated on or about February 25, 2002, and any future DEQ permits or intergovernmental agreements that pertain to methane monitoring or environmental hazards on the site. This Agreement also does not assign any of the City's obligations under these documents to Verde. Prior to the construction Phase 1, PP&R shall provide Verde with a comprehensive summary of the all the limitations on use of Cully Park which are imposed by these documents. Verde shall provide the summary to its contractor and subcontractors prior to construction.

5. Future Development. Upon successful completion of Phase 1, it is the intent of PP&R and Verde to continue to work together to improve Cully Park. Both Parties aspire to continue the development of Cully Park through a community lead development and design process that Verde will convene and implement for the development of Phase 1. In any event, PP&R shall at minimum enter into negotiations with Verde as to its role in development of each future phase of development of Cully Park.

6. Term. The term of this Agreement will be five (5) years from the date it is entered into, unless earlier terminated in accordance with this Agreement. PP&R and Verde, by mutual agreement, may extend this Agreement as deemed necessary to complete Phase 1.

7. Early Termination.

- (a) PP&R and Verde, by mutual agreement, may terminate this Agreement at any time.
- (b) The City, on ninety (90) days written notice, may terminate this Agreement upon a determination by the City Council that termination is required in the public interest. Before terminating the Agreement under this subsection, the City shall give reasonable advance notice, in writing, to Verde, and shall give Verde an opportunity to appear before the City Council and to comment on whether termination is, in fact, required in the public interest.

Either PP&R or Verde may terminate this Agreement in the event of a material 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 breaching party has not entirely cured the breach within fifteen (15) days after such notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination. If the breach is not reasonably capable of being completely cured within fifteen (15) days, then the party giving notice shall not terminate the Agreement so long as the breaching party commences the cure within fifteen (15) days, diligently pursues completion of the cure, and completely cures the breach within a reasonable time.

8. Subcontracts and Assignment. Except for the design and construction of the improvements contemplated by this Agreement, which the parties acknowledge Verde intends to contract out, Verde shall not subcontract, assign or transfer this Agreement, or its rights or obligations hereunder, without the prior written consent of PP&R. Notwithstanding any assignment, subcontract or transfer, or PP&R's approval thereof, Verde will remain obligated for the full performance of its obligations hereunder, and PP&R will incur no obligations other than its obligations to Verde.

9. Successors in Interest. The provisions of this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective successors and approved assigns.

10. Severability. If any term or provision of this Agreement 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 will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

11. Waiver. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that or any other provision.

12. Governing Law. This Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this Agreement must be brought in the appropriate court in Multnomah County, Oregon.

13. Amendments. Any and all changes to this Agreement may be made only by written amendment signed by the parties. The Commissioner in Charge of Parks and Recreation, or the Commissioner's designee, is authorized to negotiate and execute written amendments to this Agreement on behalf of the City.

PORTLAND PARK AND RECREATION

VERDE:

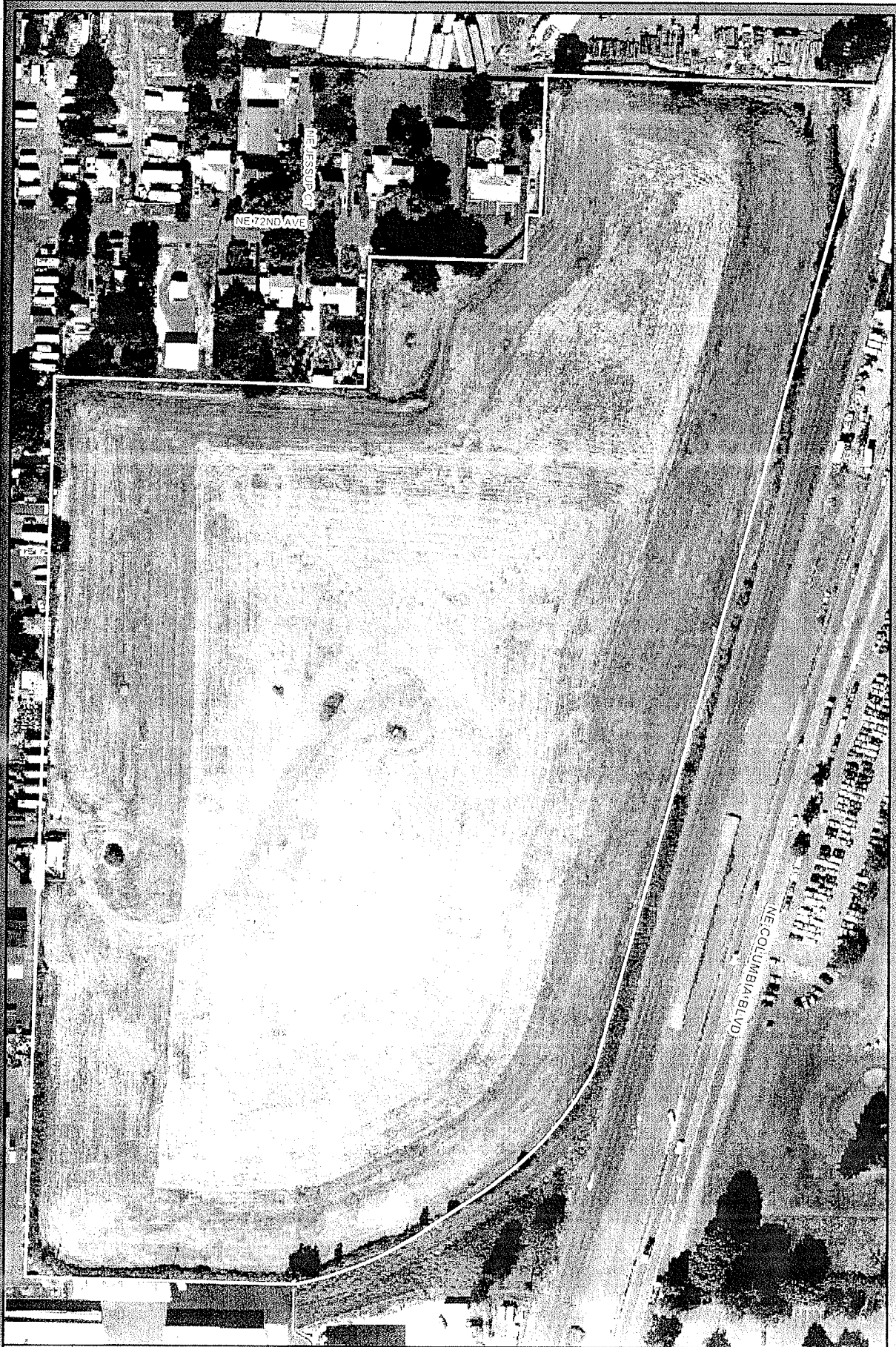
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM
APPROVED AS TO FORM

James H. Van Dyke

CITY ATTORNEY
City Attorney

6/11/12



Thomas Cully Property
Exhibit A

Exhibit B: Current Membership of LUBCP!

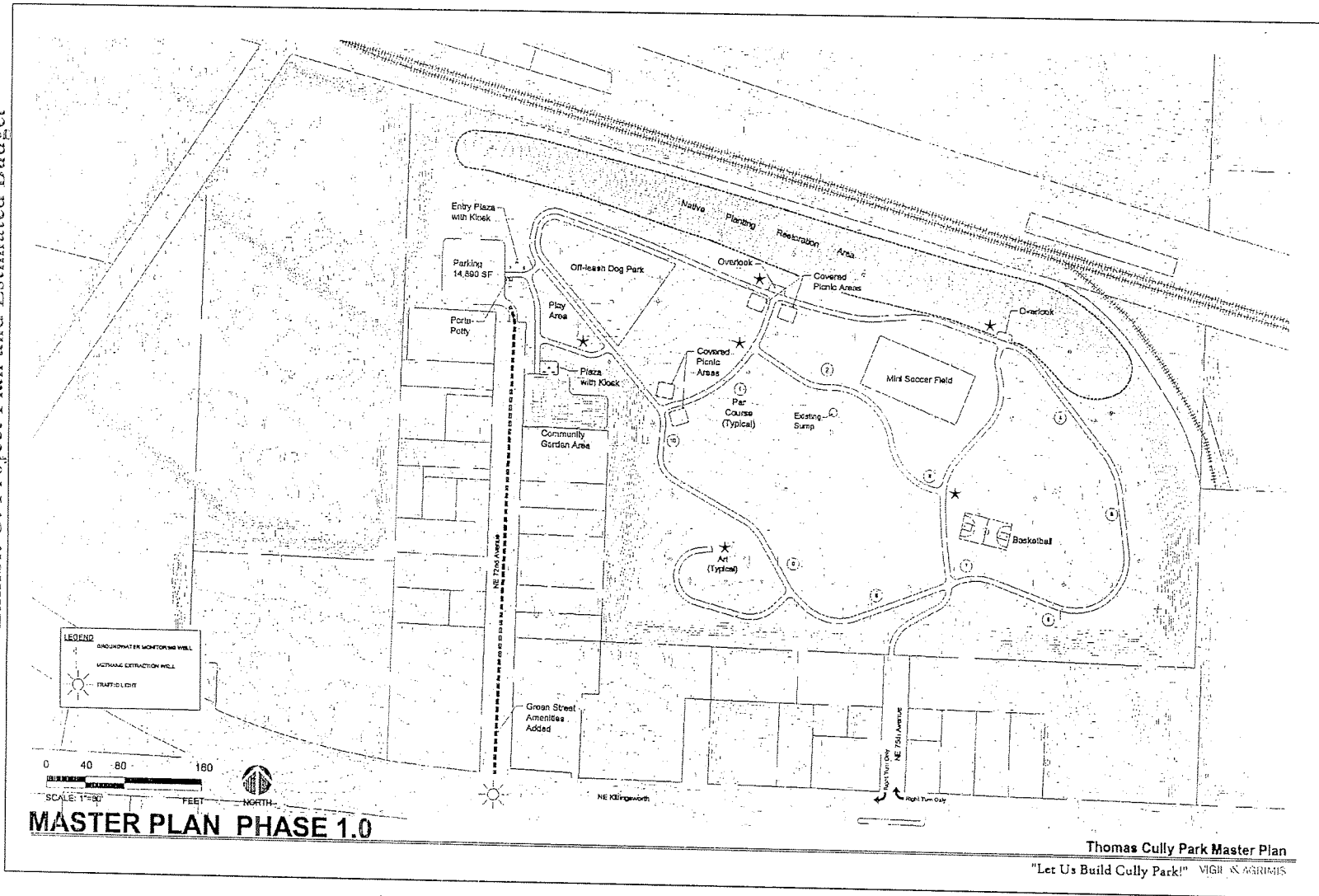
PARTNERS

- Coalition for a Livable Future
- Columbia Slough Watershed Council
- Cully Association of Neighbors
- Hacienda CDC
- Scott School
- Latino Network
- National Association of Minority Contractors - Oregon
- Native American Youth & Family Center
- Portland Community Reinvestment Initiatives
- Portland Youth & Elders Council
- Probitry Builders
- Verde

SUPPORTERS

- African-American Outdoor Association
- El Programa Hispano
- Groundwork Portland
- Helensview School
- Rigler School
- Oregon Action
- Organizing People Activating Leaders (OPAL)

Exhibit C: Project Plan and Estimated Budget



Estimated Budget (10.1.2010-6.30.2015)

PROJECT MANAGEMENT		
	Item	Gross Cost
	Verde	\$501,008.48
	LUBCP! Advisors	\$229,274.00
	PP&R	\$126,250.00
	BES	\$34,240.00
TOTAL		\$890,772.48

DESIGN/PREDEVELOPMENT		
	Item	Gross Cost
	Human Health Risk Assessment	\$135,576.00
	NE 72d Greenstreet	\$283,800.00
	Community Garden	\$34,163.20
	Trails	\$29,000.00
	Exercise Equipment	\$13,500.00
	North Slope Restoration	\$19,500.00
	Native Plant Gathering Area	\$8,400.00
	Youth Soccer Field	\$60,000.00
	Basketball Court	\$16,000.00
	Nature Play Area	\$30,000.00
	Off-Leash Dog Area	\$20,000.00
	Outreach	\$257,310.94
TOTAL		\$907,250.14

CONSTRUCTION		
	Item	Gross Cost
	NE 72d Greenstreet	\$662,200.00
	Community Garden	\$52,761.00
	Trails	\$104,500.00
	Exercise Equipment	\$32,500.00
	North Slope Restoration	\$237,140.00
	Native Plant Gathering Area	\$35,093.00
	Youth Soccer Field	\$140,000.00
	Basketball Court	\$32,000.00
	Nature Play Area	\$70,000.00
	Off-Leash Dog Area	\$80,000.00
	Outreach	\$257,310.94
TOTAL		\$1,703,504.94
CONSTRUCTION CONTINGENCY (@ 20%)		\$289,238.80

TOTAL PHASE 1 COSTS

\$3,790,766.36

Exhibit D: Final Deliverable Construction CAD Documents

1. Each drawing sheet shall be individual document files. This also includes separate base (existing condition) and design (proposed condition) files.
2. The final format for each map shall be either *Microstation's ".dgn" format*, Version 7 or later or *AutoCAD ".dwt" format*, Release 2007 or earlier.
3. Each drawing border shall be scaled according to the scale shown on the drawings so that the final digital product is at a 1: 1 scale (i.e. 1' in drawing = 1' in real world),
4. Information on each drawing shall be separated into distinct 'levels' according to the level standards provided. Level tables, Seed (proto type) files, Font library and color table will be provided in electronic format.
 - a. Information on each drawing will be separated into distinct *DGN/DWG* files according to the Level Standards provided; bm-facil.dgn, bm-site.dgn, and, bm-util.dgn, Level tables are provided for each of the required files.
 - b. These files shall be separated into distinct directories that indicate the category of information being stored, For example all existing condition information shall be in a directory called base. All proposed design information should be in a directory called design. And all construction documents should be in a directory called sheets.
 - c. Contour elements, fence lines, retaining walls, tree and shrub lines, etc. must be connected strings or chains and not individual lines. Buildings must be closed shapes and not individual lines. Patterns must be 'associated' with closed shapes. All cell libraries or custom line styles created for this work shall be submitted with final drawing files.
5. Symbols shall be either cells (MicroStation) or blocks (Autocad). No shape files will be accepted for symbol representation .
6. Acceptable fonts for Autocad shall either be archstyle.shx for text contained within the drawing, and helv.shx, optimal.s.shx or romant.shx for border text. For MicroStation users; fonts 19 for drawing text, and font 58/65 for border text. These fonts are included with our standards for your use.
7. Final products are to be delivered via e-mail/FTP/CD-Rom or DVD. Each CAD document should be delivered in a ZIP file including all xref, fonts, symbols, and other supporting documents used to create each sheet. Also include all supporting documents used during the project design , and also include full size PDF documents of permitted construction document.
8. For questions regarding format, content, standards or other requirements call Greg McGowan at 823-5458.

Exhibit E: As-Built and Record Drawings

1. The Construction Contractor shall mark up all changes from the Bid Set or Construction Set, whichever set was issued by HP as the drawing set to construct from. The Contractor shall use red to indicate any element that was removed from the drawing, green to indicate any elements that were added to the drawing, and any element requiring changes or editing in blue. No White-Out or black ink shall be used. Contractor shall include all ASIs (Architect's Supplemental Instructions), FCDs (Field Change Directives), approved substitutions, and all other changes to the drawings during the course of the project, by attaching the most current version of changes issued to the drawing. Contractor who is documenting as-built information shall mark in the lower right corner of each drawing with the words "As-Built", the date, signature, and company name that provided the as-built information. (Further instructions to contractor provided in PPR Division One specifications.)
2. Once the Construction Contractor has submitted their complete set of as-builts for review, HP will distribute them to their Project Architect and PPR Project or Construction Manager (PM or CM) to review for completeness and accuracy. HP's Project Architect and PPR PM/CM will submit to the Conservancy their comments regarding anything not indicated correctly or that they are aware is missing from the Construction Contractor's mark ups.
3. HP will return the review comments and as-builts to their Construction Contractor for correction, as necessary. Once an acceptable set of As-Builts has been received by PPR PM/CIVI from HP's Construction Contractor, the Project Architect shall color scan each sheet that has color mark ups and black & white scan each sheet with no color mark ups, resulting in one .pdf per sheet for the entire set. This scan will serve as the As-Builts for the project records showing what changed during the course of the construction project.
4. The Project Architect shall draft the as-built changes into CAD from the Construction Contractor mark ups and any other changes the Project Architect's team is aware of that may not have been reflected by the Construction Contractor, including all ASIs, FDCs, approved substitutions, etc. All bubbles and deltas should come off the Record Drawings and in the titleblocks, and the drawings should only show the final condition, not what changed. Nothing should be crossed out to show the difference between the bid or construction set and what was built. Only show the final condition. Also include all measurements the contractor has provided to indicate the actual location of underground improvements from a known point of reference. If the underground improvements were built within reasonable proximity, dimensions will suffice to show the actual location is over a few feet. If underground improvements were installed in significantly different locations, redraw the elements to the correct location on the drawings, and also include the dimensions.
5. Label in an appropriate location in the title block "Record Drawings" and the date. Also label "Record Drawings" in larger letters outside the title block in the lower right corner of each sheet.

6. Project Architect shall submit draft Record Drawings set(s) (hard copy or electronic in .pdf format, as directed by PPR PM) to PPR PM/CM for review, along with the contractor As-Built mark-up set(s). Make corrections if necessary and resubmit for PPR PM/CM approval.
7. Each drawing sheet shall be individual document files in both .pdf and CAD formats. See CAD Delivery document for specifications.
8. Final products are to be delivered via e-mail/FTP/CD-Rom or DVD.

Exhibit F: Community Garden Project

1. All terms and conditions of the Agreement apply to this Exhibit.
2. Purpose of Exhibit: The purpose of this Exhibit is to further define the relationship between PP&R and Verde in regard to their respective responsibilities and accountability as to the Community Garden Project at Cully Park.
3. Verde and PP&R will work together on the garden design and identify the appropriate location in the park.
4. PP&R will assign a PP&R Representative to review and approve all design and construction plans, and schedules. No construction work will begin until a notice to proceed is provided in writing by the PP&R Representative and Verde provides evidence, in a form satisfactory to PP&R, that it has collected or otherwise secured the collection of funds sufficient to complete the development of the garden.
5. As PP&R greatly values the contributions that Verde is making to the development of a community garden at Cully Park, PP&R will provide \$13,500 to Verde upon execution of this Agreement for the purposes of construction of the community garden.
6. As they apply, it is the expectation that Verde will follow Bureau of Labor and Industry Prevailing Wage rules and regulations during the development of the community garden.
7. Upon completion of the community garden, PP&R shall be responsible for all rentals of the community garden plots in accordance with its program guidelines.
8. PP&R shall be responsible for all utilities associated with the community garden.
9. Ongoing Maintenance and Operations: Upon completion of construction of the garden, PP&R will assume full ownership, maintenance and operations of the garden and the garden improvements.