

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

CONTRACT NUMBER 30003374

**TITLE OF WORK PROJECT
Werbin Park – Development Project**

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

Effective Date and Duration

This contract shall become effective on June 24, 2013. This contract shall expire, unless otherwise terminated or extended, on June 30, 2014.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$177,199 for accomplishment of the work.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): GreenWorks, P.C.

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

Employer Identification Number (EIN): 91-1747559 (Federal Tax ID)

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

City of Portland Business Tax Registration Number: 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

Consultant 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 Consultant 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, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant'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 Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

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

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>.

8. Indemnification for Property Damage and Personal Injury

Consultant 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 Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant 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

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

☒ Required and attached or ☐ Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

☒ Required and attached or ☐ waived by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

☒ Required and attached or ☐ waived by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$2,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☒ Required and attached or ☐ waived by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall 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.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant 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 Consultant 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 Consultant 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. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant 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 Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-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 Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

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

12. Equal Benefits

Consultant 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 Consultant 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 Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant 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 Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant'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 Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant 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 Consultant 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: / ☒ / Applicable / ☐ / Not Applicable

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

28. Consultant's Personnel: / ☐ / Applicable / ☒ / Not Applicable

If applicable, the Consultant 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. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity

contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

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

SCOPE OF WORK

Task One: Technical Investigation

Upon selection and completion of the work plan we will meet with our design team to discuss the goals of the project, feedback and direction from PP&R project manager. We will lead a site reconnaissance tour with key members of the design team including PP&R to discuss the existing conditions and any other information that further expands on the analysis of the site since the Master Plan. At this time we will prepare a detailed base plan and conduct our technical investigation.

Subtasks

- 1.1 Work Plan Development and Contract Negotiations (not billable)
- 1.2 Kick-off Meeting and Site Reconnaissance Tour
- 1.3 Review Updated Survey
- 1.4 Prepare Base Plan Based on New Survey
- 1.5 Geotechnical Investigation and Report
- 1.6 Tree Assessment and Arborists Report
- 1.7 Sustainable Design Memo

We will develop an outline listing potential sustainable design elements for the project and place them into categories based on cost and applicability.

- 1.8 Review Meetings with PP&R Project Manager
- 1.9 Project Management

Time for preparing meeting agendas, meeting notes client and consultant coordination throughout the duration of Task 1.0

Work Products: Updated Project Work Plan, Fees, Schedule, Base Map, Geotechnical Report, Tree Assessment Report, Sustainable Design Memo, Meeting Notes

Task Two: Schematic Design

In this phase, we will develop the design and material pallet of the site, skatedot, art plan, and solidify the design around the play area. This phase will include a preliminary conceptual design for the skatedot and establish a plan for incorporating art for review with PP&R's project manager, Skatepark Advisory Committee, and RACC. Based on the schematic design, we will prepare an updated cost estimate and feasibility analysis to ensure the project is within the construction budget. During this phase, we will meet with the neighborhood to present the development of the skatedot, play areas, and also receive valuable community input on our team's direction for art within the park.

Subtasks

- 2.1 Prepare Schematic Design for Site
- 2.2 Prepare Schematic Design for Nature Playgrounds

- 2.3 Develop Themes for Art
- 2.4 Prepare Design Options for Skatedot
- 2.5 Cost Estimate and Feasibility Analysis
- 2.6 Playground Safety Review
- 2.7 Prepare updated Site Plan and Graphics for Neighborhood Meeting
- 2.8 Neighborhood Meeting
- 2.9 Review Meetings (2) with PP&R Project Manager
- 2.10 Design Team Meetings (2)
- 2.11 Project Management

Time for preparing meeting agendas, meeting notes client and consultant coordination throughout the duration of Task 2.0

Work Products: *Conceptual Design Options for Skatedot (Site Plan Enlargements and 3D Models), Conceptual Art Plan (Narrative and Precedent Images), Schematic Site Materials Plan, Schematic Grading Plan, Nature Playground Enlargement, Updated Site Rendering for Neighborhood Meeting*

Task Three: Construction Documentation

Based on the outcome of the Schematic Design phase and input from PP&R, we will proceed into the Construction Documentation phase. We will refine the design and prepare submittals at the 60, 90, and 100% while updating the cost estimate after each submittal. The 60% package will serve to receive appropriate consent from PP&R and Advisory Committees. The 90% package will serve as the preliminary City Permit Submittal while the 100% package will incorporate final PP&R and City Permit comments. We will conduct an in-house QA/QC and playground safety reviews at the 60% and 90% levels to ensure the packages of high quality and accuracy and the play areas are designed to be safe, and accessible. The Construction Drawing Submittals will consist of drawings, specifications, and technical documentation for all the program elements of the park.

Subtasks

- 3.1 Refine Design for Construction Documents
- 3.2 Finalize Design for Nature Playgrounds
- 3.3 Incorporate Art into Design for CDs
- 3.4 Prepare Final Design of Skatedot for CDs
- 3.5 Prepare 60% CD Package and Cost Estimate
- 3.6 QA/QC Review of 60% Set
- 3.7 Playground Safety Review of 60% Set
- 3.8 Prepare 90% CD Package and Cost Estimate
- 3.9 QA/QC Review of 90% Set
- 3.10 Playground Safety Review of 90% Set
- 3.11 Prepare 100% CD Package and Cost Estimate
- 3.12 Review Meetings (3) with PP&R Project Manager to Review 60, 90, and 100% CDs
- 3.13 Design Team Meetings (2)
- 3.14 Project Management:

Time for preparing meeting agendas, meeting notes client and consultant coordination throughout the duration of Task 3.0

Work Products: *60, 90 and 100% Construction Document Packages (Listed Below); QA/QC Review Checklist, Playground Safety Review Checklist, Stormwater Report*

Construction Document Packages Includes: *Cover Sheet, Erosion Control Plan and Details, Demolition Plan, Site Utilities Plan and Details, Materials Plan, Layout Plan, Site Plan Enlargements (2), Skatedot Plan and Details, Grading Plan, Irrigation Plan and Details, Planting Plan and Details, EcoRoof Planting Plan Enlargement, Standard Site Details, Custom Playground*

Details, Structural Calculations (Walls and Footings), Technical Specifications, Cost Estimate, product Cut Sheets.

Task Four: Permitting

Upon authorization by the Project Manager, the Design Team will proceed with preparation of permit set and assist the PP&R project manager complete permit applications. The 100% CD Package will be submitted along with permit application to PP&R who will in-turn submit to BDS for permit review. Any comments received back from the City will be incorporated into the Bid Set. In a timely manner, we will supply PP&R's Project Manager all information and corrections and additions necessary to obtain required building permits.

Subtasks

- 4.1 Prepare Permit Applications
- 4.2 Compile and Submit 100% CDs to BDS for Site Development / Building Permit Review
- 4.3 Respond to Permit Comments and Submit Final Bid Set for Completeness

Work Products: Updated Plans and Specifications and Reports prepared in the Construction Documentation phase

Task Five: Bid Period Services

We will prepare a final Bid Set including alternates based on feedback from PP&R and BDS including bid alternate to provide flexibility in awarding a contract. We will also assist the City with preparation of the bid form, unit price schedule, contractor pre-qualification requirements for items such as the skatedot, playground installation, masonry, concrete work, and other items deemed appropriate. Additional services during bidding are listed below.

Subtasks

- 5.1 Bid Set and Contract Document Preparation
- 5.2 Attendance at a pre-bid meeting
- 5.3 Answer Questions and Prepare Addendums as necessary
- 5.4 Review Bids and prepare memo of recommendation

Work Products: Bid Set of drawings, specs and cost estimate; Bid Form; Bid Alternates - Narrative and Drawing; Contractor Pre-qualification Requirements, Addenda; Substitution Requests review and response; Bid result recommendations memo; Value engineering changes (if necessary)

Task Six: Construction Administration Services

Our role during the Construction phase is to support PP&R's project manager during construction to ensure the project is built with the same quality and care that went into the planning and construction documentation efforts. The PP&R PM will be the main point of contact with the contractor and

Subtasks

- 6.1 Attend Pre-Construction Meeting
- 6.2 Review Submittals and Prepare Responses
- 6.3 Review RFIs and Prepare Responses and Drawing Clarifications
- 6.4 Attend Periodic Site Visits and Prepare Site Observation Reports (Budgeted Visits: 8-Landscape, 1-Electrical, 1-Civil, 2-Arborist, 2-Nature Play Advisor)
- 6.5 Attend Substantial and Final Completion Walk-Through and Prepare Punch-lists
- 6.6 Review Contractor As-Built and Prepare Record Drawings

Work Product: Preconstruction Meeting Notes, Submittal Review Comments, RFI Comments, Submittal Log, Drawing Clarifications, Site Observation Reports with Photographs, Substantial Completion Punch-list, Final Completion Punch-list Response memo regarding any missing

information in contractor's draft Project Close-Out submittals and contractor as-built mark ups; Electronic Record Drawings & Specifications (As-Builts) in PP&R format.

Task Seven: Interpretive Signage

Donna Matrazzo, as a writer/researcher, will work with PP&R to research and develop appropriate storylines for cultural and environmental interpretation facilities and signage. Jeanne Galick will develop the graphic composition for the interpretive signs. We have budgeted time for up to two interpretive sign panels to be incorporated into the park. The final product would be print ready PDFs that the contractor or PP&R could send to a fabricator for manufacturing.

Subtasks

- 7.1 Site Visit
- 7.2 Research Background Information
- 7.3 Team Meetings (2)
- 7.4 Develop Preliminary Interpretive Story (During Schematic Design)
- 7.5 Develop Draft Interpretive Graphics (During Schematic Design)
- 7.4 Finalize Interpretive Story (During Construction Documents)
- 7.5 Finalize Interpretive Graphics (During Construction Documents)

Work Product: Preliminary and Final Interpretive Text, Preliminary and Final Interpretive Graphics – Print Ready PDFs for 2 Interpretive Sign Panels.

TIME AND MATERIALS TASKS

Task Eight: Agency and Advisory Meetings (Time and Materials)

We propose to participate in meetings with PP&R's, Skatepark Advisory Committee, and other City Agencies to identify preliminary concerns and issues as well as review drawings and approach to design of the skatedot, themes for art, and coordination with public ROW improvements. City Agencies include but are not limited to PBOT, BES, PWB, BDS, RACC, ONI. These meetings will be billed on a Time and Materials basis.

Subtasks

- 8.1 Agency and Advisory Meetings during **Task 1** (Budgeted up to 5)
We propose to participate in meetings with PP&R's, Skatepark Advisory Committee, and other City Agencies to identify preliminary concerns and issues. City Agencies include but are not limited to PBOT, BES, PWB, BDS, RACC, ONI.
- 8.2 Advisory Meetings during **Task 2** (Budgeted for 4)
- 8.3 Advisory Meetings during **Task 3** (Budgeted for 4)

Work Product: Meetings Agendas and Notes

ALTERNATE TASKS

Task Nine: Youth Engagement

Partnering with Verde and Hacienda's *Expresiones* after school program, we will engage 18-20 5th, 6th and 7th graders for six weeks. The students are spread among three housing projects, all located in the Cully neighborhood. Each session is 2 hours in length. The students are in Hacienda's *Expresiones* program and Verde has worked with them successfully on the Cully Park project. Below is a rough outline for the six week class schedule:

Week 1: Students visit Werbin Park site to learn about the design created for the park and see the site.

Students visit parks with similar design elements (skate dot, play areas) at 1-2 sites in Portland to understand the form and function of these elements.

Week 2: The students learn about the design --> construction drawing process of Werbin Park with a field trip to Greenworks.

Week 3: Michelle Mathis will work with Verde to lead a playground design workshop for students in the classroom.

Week 4: Valerie Otani will work with Verde to lead an art workshop for students in the classroom.

Week 5: Students spend in the classroom utilizing a computer drawing program to practice drawing Werbin Park features.

Week 6: Students visit a park under construction and learn about the construction process.

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Mike Faha	Principal-In-Charge
Ben Johnson	Project Manager / Landscape Architect
Staff – Landscape Architects and Designers	Design and Production

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Reyes Engineer	Lighting and Electrical Engineering	\$13,208
KPFF Engineers	Civil Engineering Design	\$12,600
Rivero Design	Civil Drafting	\$3,161
Evergreen Skateparks	Skatedot Design	\$6,689
Geotechnics	Geotechnical Engineering	\$8,001
Schutte Structural Engineers	Structural Engineering	\$2,300
Morgan Holen & Associates	Arborists	\$4,463
Donna Matrazzo	Interpretive Sign Writer	\$2,625
Jeanne Galick	Interpretive Sign Graphic Design	\$3,230
Learning Landscapes Design	Nature Play Design Advisor	\$7,215
Valerie Otani	Artists	\$5,325
Verde	Youth Engagement	\$7,050

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

COMPENSATION

The maximum that the Consultant can be paid on this contract is **\$177,199** (hereafter the “not to exceed” amount.). The “not to exceed” amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. 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 actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work. It is City policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City’s standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant 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.

If work is completed before the "not to exceed" amount is reached, the Consultant's compensation will be based on the Consultant's bills previously submitted for acceptable work performed and approved.

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed those set forth below:

Principal/Technical Director	\$160.00 per hour
Senior Associate II	\$130.00 per hour
Landscape Architect III	\$130.00 per hour
Senior Associate I	\$115.00 per hour
Landscape Designer III	\$115.00 per hour
Landscape Architect II	\$110.00 per hour
Landscape Architect I	\$90.00 per hour
Landscape Designer II	\$85.00 per hour
Landscape Designer I	\$75.00 per hour
Clerical/Administrative	\$90.00 per hour

Standard Reimbursable Costs

The following standard reimbursable costs will be reimbursed without mark-up:

Type of Expense Not to Exceed	
Automobile mileage	At current GSA mileage rate (currently \$0.565)
Postage & delivery	At cost
Travel – Airfare & Transportation	At cost
Travel – Lodging	At cost
Travel – Meals	At cost
Supplies	At cost
Printing – Out of Office	At cost
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

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 5%.

Hourly rates shall remain the same through the entire term of this contract.

Progress Payments

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

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

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at <http://www.portlandoregon.gov/bfs/article/409834?>.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST SIGN HERE:

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

Contractor Signature: _____ Date: _____ Entity: _____

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST COMPLETE THE FOLLOWING INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT:

As an independent contractor, I certify that I meet 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

FOR CITY USE ONLY**PROJECT MANAGER-COMplete ONLY IF CONTRACTOR DOES NOT HAVE WORKER'S COMPENSATION INSURANCE**

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

CONSULTANT 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 Consultant 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: _____

F. Michael Faha

Date: _____

June 11 2013

Name: _____

F. Michael Faha

Title: _____

Principal

CONTRACT NUMBER: _____

CONTRACT TITLE: _____

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form: APPROVED AS TO FORM

By: _____ Date: 6/14/13
Office of City Attorney
CITY ATTORNEY