

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

CONTRACT NUMBER Click Here and Type

**TITLE OF WORK PROJECT  
Beech Park Design**

This contract is between the City of Portland ("City," or "Bureau") and 2.ink Studio, hereafter called Consultant. The City's Project Manager for this contract is Britta Herwig.

**Effective Date and Duration**

This contract shall become effective on February 4, 2015. This contract shall expire, unless otherwise terminated or extended, on July 31, 2017.

**Consideration**

- (a) City agrees to pay Consultant a sum not to exceed six hundred and seventy-four thousand four hundred twenty-eight and no cents (\$674,428.00) Us Dollars 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): 2.ink Studio

Address: 107 SE Washington, Suite 228, PORTLAND, or 97214

Employer Identification Number (EIN): 22-5277044

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

City of Portland Business Tax Registration Number: 688233

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

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

**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>. In connection with its activities under this Contract, the Contractor shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions as further described at: <http://www.portlandoregon.gov/bibs/article/455735>.

#### 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 // ☐ 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 // ☐ Waived by Bureau Director or designee // ☐ Reduce 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 // ☐ Waived by Bureau Director or designee // ☐ Reduce 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 \$3,000,000 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 \$3,000,000 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 // ☐ Waived by Bureau Director or designee // ☐ Reduce 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.

**31. Conflict of Interest**

Contractor hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Contractor understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

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**STATEMENT OF THE WORK  
AND PAYMENT SCHEDULE  
EXHIBIT A  
attached**

## 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.

2.ink Studio

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Attorney



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

**STATEMENT OF THE WORK AND PAYMENT SCHEDULE**

**WORKPLAN**

This “Beech Park Project, Workplan” (the “Workplan”) is incorporated into Exhibit A of the Agreement for Professional, Technical, or Expert Services between 2.ink Studio and the City of Portland, Bureau of Parks and Recreation for the work described herein.

**I. Project Understanding**

Based on 2.ink Studio’s (“Consulting Team”) conversations with the City of Portland, Bureau of Parks and Recreation (“PPR”, “City”) staff to date, the Consulting Team understands the intent of the Beech Park Project (“Project”) as follows. Building upon the completed 2008 Master Plan efforts, the 15.7-acre open space park, an hour glass shaped parcel with access points at NE 131<sup>st</sup> Place to the north and NE 127<sup>th</sup> Avenue and NE 128<sup>th</sup> Avenue to the south (“Project Site”), as shown in Figure One (final page, Exhibit A – Statement of Work), will continue to be developed to integrate park amenities and interpretive information that provide for the safe and diverse recreational use and emphasize the unique character of the park. This process will include a general public engagement process, a Public Advisory Committee as well as extensive stakeholder input.

Work tasks, more fully described in Section III of this Workplan, will include professional services as necessary to design and prepare construction plans/specifications, cost estimates, apply for and obtain all relevant jurisdictional permits, including but not limited to Type III Land Use and PBOT Street Improvement Permits, prepare construction bid package materials, provide construction management oversight and project closeout services including a vegetation management plan for all improvements at Beech Park. The project is anticipated to utilize a Construction Management/General Contracting (CMGC) process and includes services as needed for coordination with the CMGC. Improvements may include, but are not limited to community gathering space/pedestrian corridor, community gardens, children’s play area, a small water play area, sports field, large group picnic area, small group picnic area, fenced off-leash dog area, skate dot or BMX track, basketball court, grassy open space, viewing area/natural play area, natural meadow areas and native plantings, group picnic shelter, two portable restroom enclosures, storm water management, interpretive elements, information, and site furnishings that enhance a unique park character, and public art. A vehicle circulation system will also be incorporated including gated vehicle entrances, emergency and maintenance vehicle circulation and parking areas. Pedestrian/bike circulation, and pedestrian gateway entry features and improvements are included as well to integrate surrounding context where existing streets terminate at the park. The Consulting Team’s efforts will also include participation in the RACC art process as related to the locating and integration of public art within park improvements.

Beech Park Project  
Exhibit A - Statement of the Work and Payment Schedule  
December 13, 2014

The Consulting Team will provide technical investigation, schematic design, design development, construction documentation, permitting, coordination with CMGC, and construction administration/close-out services for the project. In addition, the Consulting Team will provide cost estimating and public outreach services to support on-going work. The project schedule anticipates work to begin in December 2014 with project completion expected in April 2017.

## II. Project Assumptions

The Work Tasks, as set forth in Section III below, have been prepared under the following set of assumptions. These assumptions are based on the RFP, conversations with PPR staff and research accomplished to date by the Consulting Team.

1. The Consulting Team will work with PPR to develop design refinements that, while responsive to work documented in the 2008 Master Plan, will also be informed by on-going public input, technical research, and updated cost information as work progresses.
2. The Project Site is defined per Figure One (final page, Exhibit A – Statement of Work), and assumes that current primary vehicular patterns, right-of-ways, adjacent land use and ownership patterns will remain the same for the duration of work. It is assumed that Beech Street will not serve as a park entrance and that a circulation/use as well as a utility easement connecting the two parcels will be granted by Shaver Elementary School.
3. The Project Schedule is anticipated as Notice to Proceed in December 2014 with work completed in April 2017.
4. PPR will provide adequate survey information covering the study area to the Consulting Team for the development of a detailed base plan. Survey information will include all surface improvements, topography, spot elevations on all key elements and grade breaks, site vegetation, underground utilities including invert elevations and all other information necessary to thoroughly document the site and adjacent street entries for construction. The Consulting Team will rely on the accuracy of the survey information when preparing designs and construction documents. The Consulting Team has reviewed the current survey work with PPR and formulated a request for corrections and/or additional survey information as necessary. It is assumed that the final updated survey as requested will be provided to the Consulting Team prior to the beginning of the Schematic Design Phase of the project.
5. City staff will make available relevant documents readily at their disposal. The Consulting Team will be responsible for assembling, reviewing and confirming all other relevant studies, reports, etc. related to the study area when Notice to Proceed is issued.
6. Public Involvement for the project will include five (5) meetings with a Public Advisory Group as well as two (2) Community Forum events, as described below:

Beech Park Project  
Exhibit A - Statement of the Work and Payment Schedule  
December 13, 2014

- a. The Consulting Team will participate in on-going work with a Public Advisory Group (PAC) consisting of community representatives as established by PPR. PPR Community Relations will organize, schedule and conduct a series of five (5) PAC meetings. The Consulting Team will be responsible for providing materials for presentations developed as part of the identified work tasks, presenting their work, interacting with the PAC and answering questions. Prior to the PAC meetings, the Consulting Team will be available to assist PPR Community Relations in developing effective communication strategies as needed. The Consulting Team will be responsible for soliciting and documenting feedback during these meetings and will provide written documentation in the form of meeting notes for the PAC events. The Consulting Team will also provide non-English language interpretation as needed to facilitate the meetings.
- b. In addition to the PAC meetings, PPR staff, in conjunction with the Consulting Team, will organize, schedule and coordinate two (2) Community Forum events. The Consulting Team will assist in development of the agenda, as well as identification of specific individuals and/or organizations participating in ongoing Community Outreach efforts so that they may be invited to participate. PPR will be responsible for obtaining space for the meeting and providing general public advertisement of the event including the generation, distribution and recording of large-scale public mailings. The Consulting Team will be responsible for providing materials for presentations developed as part of the identified work tasks, assisting with the development of diverse and applicable means of presenting their work and engaging the public in meaningful interaction and feedback. The Consulting Team will be responsible for soliciting and documenting public feedback during the meeting and will provide written documentation in the form of meeting notes for the Community Forum events. The Consulting Team will also provide non-English language interpretation as needed to facilitate the events.

The Consulting Team will work with the PPR project manager to ensure that all materials to be used at the PAC meetings and Community Forum events will be available for review, in draft form, one week prior to the presentations to allow adequate time for review and revisions. The Consulting Team will make every effort to have all materials to be used at each meeting or Community Forum event available for final approval at least one day prior to the presentation

7. The Consulting Team will include the PPR project manager in all meetings it has with other PPR departments, other city bureaus, franchise utilities, or other agencies. The Consulting Team will cc the PPR project manager in all written communications it has with other PPR departments, other city bureaus, franchise utilities, or other agencies. The Consulting Team will take its direction from the PPR Project Manager and will not make decisions or agreements on the PPR's behalf, without prior direction or confirmation from the PPR project manager.
8. The Consulting Team will provide draft meeting notes for all meetings they attend for review and comment by the PPR Project Manager within one week of the meeting. Comments will be incorporated to fully and accurately reflect the meeting discussions and decisions resulting in a Final Meeting Summary for all meetings.

Beech Park Project  
Exhibit A - Statement of the Work and Payment Schedule  
December 13, 2014

9. Cost estimates will be prepared that include costs, contingencies, and inflation factors typical of experiences in the current and anticipated bidding climate. Cost estimates will be performed by the Consulting Team's Cost Estimating subconsultant and include reconciliation with the project's CMGC once selected.
10. The base Architectural scope will include exploration during the schematic design phase of diverse options for picnic shelter and restroom facilities within the park. The intent will be to explore cost effective built elements that enhance both the function and character of the park. Architectural options will be included in schematic design alternatives and subjected to associated magnitude of cost studies. The base Architectural and Structural scope for built structures beyond the schematic design phase will include only structures as outlined in the project RFQ, including one custom group picnic shelter and two portable restroom enclosures. The base scope assumes that the large shelter and restroom enclosures will be designed and detailed by the Design Team rather than prefabricated structures.
11. The Consulting Team will provide written responses to all City plan review comments on a standard electronic summary comment form that will be provided by City.
12. The Consulting Team will provide all construction documents necessary to construct the project including construction drawings and technical specifications that are coordinated with the City's General Conditions of the Contract and Division One specifications, and coordinate with PBOT standard specifications and details in the case of Street Permit work. Some specifications will be provided by the City to the Consulting Team that contain PPR's standard requirements and materials for integration into the Consulting Team's specifications. Technical specifications are required to be in CSI 2010 Masterformat. The final version of drawings is required to be produced in a CAD format and to be provided on rewriteable CD-Rom or DVD disks in .dgn or .dwg format. The information will be required to be separated into levels (layers) and identified by level (layer) name, number, and symbology according to standards specified by PPR.
13. Depending on the scope of the improvements selected to be carried forward into the bid set, if a Street Improvement Permit is required for ROW improvements, a schedule for those permit drawings and specifications will be developed by the Consulting Team to expedite the ROW design and permitting, in order to accommodate a longer PBOT permitting timeframe, with the ultimate goal of obtaining both the Street Permit and Building Permit by the same deadline.
14. The City intends to use a CM/GC contracting method for construction. The Consulting Team will assist the City with the selection of the CM/GC and will work with the CM/GC throughout the project in a collaborative way to achieve the project goals. Coordination may include, but is not limited to, definition of project site and scope, review of project schedule, review of developing design materials and detailing and on-going cost estimating and reconciliation. It is anticipated that the CM/GC will be selected and prepared to coordinate with the Consulting Team at 50% Design Development.

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15. Based on prior technical investigation and reports provided by PPR, the Consulting Team assumes the Project Site does not contain contaminated soils requiring mitigation nor wetlands.

### **III. Work Tasks**

Consulting Team agrees to perform the following tasks and activities and provide PPR with the deliverables referenced in this Section III, "Work Tasks."

#### **Task One: Work Plan / Technical Investigation (4 weeks)**

During this phase, existing information and new information will be gathered, reviewed, and verified, as well as the comments and concerns established at the PP&R Stakeholder Kick-off meeting and regular project team meetings.

#### **Task One: Goals and Sub-Tasks**

- Collect, review, and verify base information to be used to transition into schematic design.
- Confirm project goals and program in conjunction with PPR and the community.
- Identify key issues, challenges and City and community desires.

##### **1.01 Prepare a Detailed Work Plan and Schedule**

Develop a detailed set of tasks to be accomplished by the prime consultant and subconsultants. Develop an associated project schedule that identifies key dates for Public Process, Design, Documentation, and Building Permits to ensure a start of construction by July 2016. This sub-task is not billable to the City, as it is part of contract development.

##### **1.02 Assemble and Review Background Material/Planning and Technical**

Obtain, review, and verify available information, including key previous studies and plans, record drawings, relevant park and neighborhood information, environmental conditions, zoning maps, ownership information, right-of-way maps, utility information, adjacent development design drawings and transportation and utility system plans. Distribute and confer with members of the Consulting Team to ensure that the necessary information is provided. Confirm project goals, program and identify outstanding issues for targeted resolution in conjunction with PPR.

##### **1.03 Summary Documentation of Existing Conditions and Site**

Using the survey and other available information, conduct a detailed site reconnaissance to confirm existing conditions and identify problems and opportunities. Develop photo documentation of site conditions (trees, open space character, utility structures) including the condition of all items.

##### **1.04 Develop a Project Site Base Plan**

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Based on the City-provided survey and any proposed street, utility, or adjacent projects, prepare a base plan that will be used during early studies and will, with modifications, be used as the base for design development and construction document preparation.

#### **1.05 Arborist Tree Assessment Report and Recommendations**

Complete a tree inventory on the site and within the ROW adjacent to the park within a 3 week time frame, weather depending. Because of the schedule, the arborist investigation will take place when the trees are not in leaf. Twig growth and leaf size are good indicators of the general health of the tree. To allow a more comprehensive tree analysis, the preliminary review of the trees in late winter may be followed up by an assessment when the trees begin exhibiting new spring growth as needed. Include for each tree, the size, species, general condition, observable defects, and potential impact to each tree from proposed project. Each tree will be keyed to the site survey that will also show overhead utility lines.

#### **1.06 Provide Meeting Summaries / Identify Technical Issues and preliminary concerns**

Participate in meetings including a PP&R Stakeholder Kick-off meeting as well as additional meetings with appropriate bureau and other representatives as needed to identify preliminary concerns and issues. Additional meetings will include coordination of public involvement with PPR; coordination through PPR on involvement of neighborhood in interpretive information and methods of communication; coordination of public right-of-way improvements and public utilities with Portland Bureau of Transportation (PBOT), Portland Bureau of Environmental Services (BES) and the Portland Water Bureau (PWB); coordination with private franchise utility providers; coordination with Bureau of Development Services (BDS) on permitting; coordination with BES on storm water management within the park; coordination with Bureau of Planning and Sustainability (BPS) as well as Sustainable Procurement Services on sustainable design opportunities and Green Building Policy compliance; coordination with Regional Arts and Culture Council (RACC) on public art including the selection of, and coordination with, a Public Arts Planner recommended by RACC; Portland Police, and Portland Park Rangers on crime prevention through environmental design (CPTED); coordination with Urban Forestry on tree assessment, protection, and mitigation for any removals.

PPR staff will organize, schedule and coordinate these meetings including inviting participants, advertising meetings as necessary, and obtaining space for the meeting. The consulting team will prepare needed visual materials for these meetings and present their ongoing work. The consulting team will work with PPR staff to develop meeting agendas and will document meeting notes for all meetings attended. Meeting summaries will document information provided and any decisions made in the meetings.

The Consulting Team will rely on the City Project Management Teams' knowledge of respective agencies to advise, direct and/or suggest points of contact that will help expedite initial and ongoing communications with all the different City agencies.

#### **1.07 Summary of Opportunities and Constraints**

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Upon completion of the Technical Investigation Phase, provide a summary of opportunities and constraints revealed through Task One. Identify issues, problems, opportunities, and probable constraints including neighborhood context, connections, access and intersections, potential utility conflicts, existing transit, bike and pedestrian routes, circulation, site grades, drainage, microclimate assessment, and relationship to proposed improvements. Summarize in narrative and graphic form, as appropriate for review by City staff, for use in public process communications and in the design process.

#### **1.08   Monthly Status Report and Invoice**

Develop monthly invoices and associated back-up as needed to document work progress and budget expenditures.

#### **Task One: Deliverables**

1. Monthly Consulting Team Progress and Expenditure Reports
2. Detailed Work Plan (Scope, Compensation, and Schedule)
3. Summary Memo and Photo Documentation of Existing Park Conditions.
4. Summary Memo documenting review of relevant information and implications to the project.
5. Site Base Plan
6. Arborist Tree Assessment Report and Recommendations
7. Opportunities and Constraints Summaries
8. Meeting Notes

#### **Task One: Meetings**

- Bi-weekly meetings (or as needed) with City Project Manager
- One (1) kick-off meeting with PP&R Stakeholder group
- One (1) kick-off meeting with PP&R and the Consulting Team
- One Public Advisory Committee Kick off meeting

#### **Task Two: Schematic Design (14 weeks)**

Upon written authorization from the PPR Project Manager, the Consulting Team will proceed with Task Two - Schematic Design.

#### **Task Two: Goals and Sub-Tasks**

- Informed by the findings of Task, explore design concepts for the site.
- Develop three schematic design alternatives to be presented to the City staff, city bureaus and the public.
- Obtain feedback from public open house and on-going meetings to develop a preferred alternative.
- Explore and elaborate preferred schematic design alternative.

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## **2.01    Develop Three (3) Schematic Design Alternatives**

Using the information gathered in Task One, and the 2009 Master Plan, the Consulting Team will work with City staff to develop three Schematic Design Alternatives. Even though there may be some common design components among the alternatives, an attempt will be made to develop distinctly different solutions based upon the preferred program, the review of opportunities and constraints, and the discussions with stakeholders. The alternatives will include alternative designs for park elements including the children's play area, water element, park entries, community garden, off-leash dog area, basketball court, open space, circulation layout, planting areas, shelters, restroom, lighting concepts, and potential public art opportunities. Each schematic design alternative will include an associated preliminary narrative. This brief description will describe basic characteristics of each scheme. Opportunities for the integration of interpretive information will also be explored.

## **2.02    Develop Options for Proposed Thematic Elements (Furnishings, Materials, and Public Art)**

Make concept recommendations for site furnishings, lighting, thematic elements, materials, and plant themes and palettes to enhance project site. Provide cut sheets and/or weblinks for all products for review and consideration. Work with the team artist to inform the integration of the public art component and coordinate with selected artist to further develop opportunities for the inclusion of art. Provide options for and determine size/scale of critical program elements such as the skate dot, the water feature and the picnic shelter/restroom, sports field, and others.

## **2.03    Develop Magnitude of Cost Estimates**

Provide one magnitude of cost estimate for each schematic design alternative.

## **2.04    Public Open House**

Work with City staff to determine materials produced to this point that will be used in the presentation of alternatives to the public. Assist City staff with development of public comment card content if utilized. Assist City staff to develop and conduct a Public outreach event to solicit community feedback on the Schematic Design Alternatives and opportunities for the integration of interpretive information developed to date.

## **2.05    Identify a Selected Design for Refinement / Develop Schematic Design Level Materials**

Work with the City staff and stakeholders to select one alternative (or a variation thereof) to be developed into the Final Schematic Design based on technical, public and staff feedback to date. Refine the selected design and prepare appropriate Final Schematic Design Drawing Package, as well as presentation quality color drawings of site plans, sections, and elevations with appropriate detail suitable for inclusion in newsletter, PPR website, and full size presentation boards, as well as unattended public displays. Provide a version of graphic products in reduced size and black & white formats, as requested, with appropriate level of detail to be legible. Provide preferred schematic design site furnishings and materials palette boards, including weblinks and/or product cuts sheets and color selections.

## **2.06    Geotechnical Investigation Report**



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The Geotechnical investigation will begin with a literature search compiling historical subsurface borings and geologic information in the vicinity. The subsurface investigation is planned to occur subsequent to selection of a preferred SD design alternative and will consist of:

**Task 1:** This task will include, project management, prime and sub contract management, and 4 hours of general team correspondence.

**Task 2:** This task includes exploration planning including scheduling exploration subcontractors, staking exploration locations, checking utility clearance, and pre-approval of infiltration test methods through BES.

**Task 3:** This task includes the geotechnical field explorations (4 borings and 9 test pits), infiltration testing at two locations, and office/lab sample review. Due to the hard drilling anticipated and the requirements to identify subsoil's below the anticipated dry well depth, a fairly large high torque drill rig will be necessary for the two infiltration holes. As such, we have assumed 11 hours on-site to perform the two infiltration tests/borings. Based on our understanding of probable parking lots, we anticipate that the infiltration tests (and future drywells) will be close to the end of NE Beech Street, and the end of NE 131st Place (northern border of the project). The other two borings will be performed by a light trailer rig at proposed structure locations and be limited to the upper 10 feet and terminate in the dense gravel. Test pit explorations will be limited to the depth of planned grading and utilities, and vary between 5 and 8 feet in depth, and will also identify the depth of the dense gravel in the vicinity of the proposed water feature.

**Task 4:** This task consists of topsoil sampling at test pit and boring locations to create a south area and a north area composite sample for evaluating use as planting medium including recommended amendments.

**Task 5:** This task consists of laboratory testing for the earthwork, structures, and limited characterization of the dense gravel/cobble/boulder deposit. Two compaction curves, 2 grain size analysis, 8 unit weight/in-situ density determinations, and about 15 moisture content determinations are included in the estimate to help define conditions for the earthwork construction and Contractor, and for shrinkage estimates to support earthwork quantity calculations by the Civil Engineer.

**Task 6:** This task includes the engineering analysis necessary to provide recommendations for the earthwork, structures, park pavements and trail sections, and infiltration facility design parameters.

**Task 7:** This task includes preparation of the Final Geotechnical Report. The geotechnical report will include subsurface findings, infiltration test results, recommendations for grading, pavement sections and specifications, underground structure design parameters, and geologic and groundwater data from the literature search.

**Task 8:** This task includes 2 hours of post Geotechnical Report engineering support to respond to questions from the various designers. Four hours is budgeted for 60% or 90% review of plans and specs.

**Task 9:** This task includes construction monitoring and engineering, special inspections, RFI's, materials testing and construction meetings. This task estimate will be developed following the completion of the 100% documents and receipt of the Contractors schedule

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It is assumed that a non-park use permit will not be required subsequent to drilling. While PBOT ROW improvements may be required for the project, the geotechnical scope has excluded: coring and subgrade evaluation for PBOT design submittals, pavement investigation or design work to support evaluation of existing COP streets, determination of which of the access points may perform best under the anticipated construction traffic, and evaluation of the least cost solution to provide support such as street overlay prior to park construction. The owner should be aware that the construction traffic anticipated may result in significant street damage along the routes with insufficient structure, and that street reconstruction following park completion may be necessary.

**2.07    Develop a SD Level Cost Estimate**

Develop one (1) cost estimate, with revisions if beyond the agreed to project budget (to be determined), representing a design that is approximately 15% complete. Include an adequate contingency, as approved by PPR Project Manager, to ensure that realistic phasing and/or bid alternates can be developed and that selected elements can be constructed within the identified budget.

**2.08    Construction Manager/General Contractor (CMGC) Work Plan Development**

The Consulting Team will provide Pre-Construction Services during the design phase of this project including, but are not limited to, participating in design meetings, value engineering, estimating and cost control, schedule development, permitting assistance, plan and specification reviews, constructability reviews, exploratory excavation, and mitigation. In addition, the Consulting Team will participate with PP&R and the CMGC Contractor in developing the construction scope of work, construction schedules, and the Guaranteed Maximum Price (GMP) for the construction phase of the work.

**2.09    Provide Meeting Summaries**

Participate in on-going meetings with the PP&R as well as with appropriate bureau and other representatives. Provide meeting summaries to document information provided and any decisions made in the meetings.

**2.10    Monthly Status Report and Invoice**

Develop monthly invoices and associated back-up as needed to document work progress and budget expenditures.

**Task Two: Deliverables**

1. Monthly Consulting Team Progress and Expenditure Reports
2. Three (3) Schematic Design Alternatives
3. Preliminary Narratives
4. Magnitude of Cost Estimates for each Schematic Design Alternative
5. Furnishings & Site Materials Options (Thematic Elements Boards & cut sheets/web links)
6. Materials for Public Meetings and Advisory Committee
7. Selected Schematic Design for Refinement (Illustrative drawings & selected site furnishings/materials palette boards and cut sheets/web links)

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8. Geotechnical Investigation Report & Recommendations
9. Final Schematic Design Drawings Package. Documentation will include (ten full size and ten half size printed sets, electronic files):
  - a. Site Materials, Grading & and Planting Concept Plan
  - b. Enlargement Plans & Sections as needed
  - c. Site Utility Systems Concept Plan
  - d. Site Electrical Systems Concept Plan
10. One (1) 100% SD Level Construction Cost Estimate
11. Architectural Findings Summary documenting shelter and restroom options explored, associated opportunities and constraints, and applicable magnitude of cost summary.
12. Meeting Notes

### **Task Two: Meetings**

- Bi-weekly (or as needed) meetings with PPR project manager (four meetings total)
- Two (2) meetings with PPR Public Involvement Staff
- One (1) Public Open House event to present schematic design alternatives, thematic options, and opportunities for the integration of interpretive information.
- Two (2) meetings with RACC/public artist
- One (1) PPR Disability Advisory Committee, as needed
- One (1) Operations and Maintenance Staff for plan review as needed
- Six (6) meetings with other City Bureau representatives and City staff
- In-house team meetings to ensure on-going coordination

### **Task Three: Design Development (16 weeks)**

Upon written authorization from the PPR Project Manager, the Consulting Team will proceed with Task Three – Design Development (DD).

### **Task Three: Goals and Sub-Tasks**

- Develop a detailed design proposal for the site.
- Produce design plans that communicate the detailed design intentions.
- With the artist working as part of the Consulting Team, coordinate with RACC in the on-going development of public art component.
- Prepare documents for preliminary permitting assistance meetings, and transition into construction documents.
- Prepare Land Use review docs
- Traffic Impact Study
- Work with the CM/GC on review, estimates, GMP

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**3.01 Value Engineering of Schematic Design Option (if required)**

Based on the SD level cost estimate and plan review comments, and as directed by the City, refine phasing options and confirm elements to be constructed within the available budget. Adjust the design and/or materials as necessary and as directed to match the scope to the budget, allowing for some alternates (selection as approved by City) to be carried forward into Design Development for further refinement and cost estimating.

**3.02 Develop DD Level Materials for City review at 50%, 90% and 100% Complete.**

Make revisions based on value engineering of SD and the 100% SD plan review comments, and provide responses to all comments. Refine the selected site elements, based on the Final Schematic Design Package, to clarify intent, including refinement of furnishings and materials selection and site element detailing. Assist with integration of CMGC at 50% review as appropriate. Coordinate with artist and RACC regarding on-going integration of art in the project.

**3.03 Refine and Integrate Options for Public Art**

Work with the team artist to refine the integration of the public art component including early cost and installation assumptions with on-going Consulting Team and CMGC work. Coordinate RACC presentation of on-going development of the art component.

**3.04 Develop 50%, 90% and 100% DD Level Cost Estimate**

This construction cost estimates will be prepared to confirm probable costs and to determine if the available budget is sufficient for proposed improvements. Cost estimate exercises will include coordination and reconciliation with costing by the project CMGC.

**3.05 Prepare Preliminary Specifications (Table of Contents)**

Develop specification Table of Contents depicting sections that will be included in the construction documents package.

**3.06 Land Use, Building and ROW Improvement Permits Initial Review**

Participate with PPR in the Bureau of Development Services (BDS) Early Assistance conference for cursory reviews of land use reviews and progress drawings prior to permit submittal. An Early Assistance meeting with the Bureau of Environmental Services (BES) staff will also be conducted to review the Portland Storm water Management Manual requirements, management approach, and forms/plans/reports/calculations that will be required for the permit review process. Participate in additional meetings as required for Building and ROW Improvement Permits initial review, including meeting with PBOT representatives to determine the appropriate permit and approval process. An Early Assistance Conference incorporating affected City Bureaus (PBOT, BES, Water and Urban Forestry) will be conducted by PBOT if it is determined that the level of proposed ROW improvements requires a Street Improvement Permit rather than a Counter Permit.

**3.07 Assist City Project Manager with Type III Land Use Applications and Forms**

Provide all information, responses, resubmittals, corrections and additions necessary to obtain required Type III Land Use Permit, including trips to BDS to mark up or attach revisions to the

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permit review sets as necessary. The City's Project Manager will be the applicant and prime point of contact, for all communications, check sheets, responses, negotiations, and appeals. PPR will post and mail notice of Public Hearings as needed. The City Project Manager will give direction on revisions.

### **3.08 Provide Meeting Summaries / Identify Technical Issues**

Provide meeting summaries to document information provided and any decisions made in the meetings.

### **3.09 Monthly Status Report and Invoice**

Develop monthly invoices and associated back-up as needed to document work progress and budget expenditures.

## **Task Three: Deliverables**

1. Monthly Consulting Team Progress and Expenditure Reports
2. Responses to 100% SD City comments
3. Provide 50%, 90%, and 100% Design Development Drawings Package
4. Reconcile review and estimates with CM/GC
 

Documentation will include:

  - a. Existing Conditions Survey
  - b. Demolition Plan
  - c. Civil Utility & Storm water Plans & Civil Preliminary Details
  - d. Materials Plan
  - e. Grading Plan
  - f. Layout Plan (primary dimensions only) (May be combined on Materials Plan if legible)
  - g. Planting Concept Plan and Irrigation Zone Plan
  - h. Preliminary Landscape Architecture Sections and Details
  - i. Preliminary Lighting/Electrical Plans, Details & Photometric Calculations
  - j. Preliminary Art Plan & Details
5. Table of Contents for Specifications
6. 50%, 90%, and 100% Design Development Cost Estimates
7. Establish GMP with City and CM/GC
8. Land Use review submittals
9. Meeting Notes

## **Task Three: Meetings**

- Bi-weekly (or as needed) meetings with PPR project manager (four meetings total)
- Review with Portland Bureau of Transportation: 1 meeting
- Early Assistance Conference with PBOT: 1 meeting (if needed)
- Early Assistance Conference with BDS: 1 meeting
- Early Assistance Conference with BES: 1 meeting
- PPR Disability Advisory Committee: 1 meeting

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- Coordination Meetings with RACC and team Artist: 2 meetings
- Plan Review with PPR Project Manager and Operations & Maintenance Staff: 1 meeting
- CM/GC coordination

#### **Task Four: Construction Documents (23 weeks)**

Upon written authorization from the PPR Project Manager, the Consulting Team will proceed with Task Four – Construction Documents (CD).

#### **Task Four: Goals and Sub-Tasks**

- Prepare 100% construction documents and specifications for construction of the project that fit the project budget.
  - Prepare preliminary materials as needed to initiate preliminary permit reviews and meetings.
- 4.01 Value Engineering of Design Development Option (if required)**  
Based on the DD level cost estimate and plan review comments, and as directed by the City, refine phasing options and confirm elements to be constructed within the available budget. Adjust the design and/or materials as necessary and as directed to match the scope to the budget, allowing for some alternates (selection as approved by City) to be carried forward into Construction Documents for further refinement and cost estimating. Provide narrative of the proposed design changes depicting necessary changes and potential alternates to achieve target budget.
- 4.02 Prepare 30%, 50%, 90%, and 100% Construction Documents Package**  
Make revisions from value engineering changes and from comments provided on 100% DD level package, and provide responses to all comments. Prepare and submit subsequent packages and response to comments at 30%, 50%, 90% and 100% Construction Documents. Prepare draft technical specifications and special provisions section. Review packages with CM/GC and reconcile
- 4.03 Prepare Draft Storm Water Management Report (at 50%)**  
Prepare draft of soil infiltration testing, reports, forms, calculations and drawings necessary to meet the Portland Storm water Management Manual requirements.
- 4.04 Update Proposed Interpretive Package**  
Refine and coordinate with the type, location and integration of interpretive information into the project.
- 4.05 Refine and Integrate Public Art Component**

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Work with the team artist to finalize the integration of the public art component. Work with team artist to integrate final cost and installation details with on-going Consulting Team and CMGC work.

**4.06    Develop 30%, 50%, 90% and 100% Construction Document Level Cost Estimates**

These construction cost estimates will be prepared to confirm probable costs and to determine that the proposed improvements are within the project budget. Cost estimate exercises will include coordination and reconciliation with costing by the project CMGC. Review the construction cost estimates with City staff to inform City's decision regarding inclusion of bid alternates.

**4.07    Revise Plans to Stay Within Budget**

Based on the 50% CD construction cost estimate and plan review comments, and as directed by the City, adjust the design and/or materials as necessary and as directed to match the scope to the budget. Work with City staff to identify a base project and some bid alternates that can be exercised to develop a contract award that matches the budget. Provide narrative of the proposed design changes depicting necessary changes and potential alternates to achieve target budget and allow for additions or deletions for the contract award.

**4.08    Prepare Final Storm Water Management Report (at 90%)**

Prepare final report of soil infiltration testing, reports, forms, calculations and drawings necessary to meet the Portland Storm water Management Manual requirements.

**4.09    Provide Final (100% Level) Construction Document Materials**

Submit final consultant-provided materials for a completeness review, and when approved, provide the materials in electronic or camera-ready form as desired. Incorporate diagrams developed with franchise utilities. Add instructions for contractor to coordinate with providers.

**4.10    Prepare Street Improvement Permit Set (50% and 100%)**

Assemble a separate set of Public Works drawings and specifications as specified by PBOT based on direction received at the Pre-Design conference with PBOT.

**4.11    Monthly Status Report and Invoice**

Develop monthly invoices and associated back-up as needed to document work progress and budget expenditures.

**Task Four: Deliverables**

1. Monthly Consulting Team Progress and Expenditure Reports
2. Value engineered version of Design Development level cost estimate and narrative description of design and/or material changes (if directed by City)
3. Responses to 100% DD City comments
4. Prepare 30%, 50%, 90% and 100% CD Level Packages.  
Documentation will include:

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- a. Existing Conditions Survey
- b. Civil Utility Plans, Erosion Control Plan & Civil Details
- c. Demolition Plans
- d. Materials Plans
- e. Layout Plans
- f. Grading Plans
- g. Planting Plans
- h. Irrigation Plans
- i. Landscape Architecture Details
- j. Fountain Design Plans & Details
- k. Art Plan & Details
- l. Lighting Plan
- m. Electrical Utility Plans & Details, including Grounding for Splash Pad and Photometrics
- n. Franchise Utilities Diagram
5. Preliminary (50%) Street Improvement Permit Drawings and Specifications in PBOT format (if required)
6. Draft technical specifications and special provisions section
7. Draft Storm Water Management Report
8. 30%, 50%, 90% and 100% CD Level Construction Cost Estimates
9. Responses to 30%, 50%, 90% and 100% CD City comments
10. Prepare 100% CD Level Package. Plans, Technical Specifications, Special Provisions
11. Final (100%) Street Improvement Permit Drawings and Specifications in PBOT format (if required)
12. Refined drafts of Public Art and associated interpretive information, including cut sheets, samples, color chips, web links as appropriate
13. Final Drainage Report

#### **Task Four: Meetings**

- Biweekly (or as needed) Meetings with City Project Manager and CM/GC: up to 9 meetings total
- Coordination Meetings with team Artist: up to 3 meetings
- Pre-Design Conference with PBOT: 1 meeting
- Plan Review Meetings with PBOT and other bureaus' staff: up to 3 meetings
- Plan Review with PPR Project Manager and Operations & Maintenance Staff: up to 3 meetings

#### **Task Five: Site Development Permitting (14 weeks)**

Upon written authorization from the PPR Project Manager, the Consulting Team will proceed with Task Five – Site Development Permitting.

#### **Task Five: Goals and Sub-Tasks**

- Ensure a complete document package suitable for obtaining necessary permits



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- Prepare permit packages, participate in meetings, and make necessary revisions to obtain permits

**5.01 100% Construction Document Review Revisions if needed**

Make revisions from comments provided on 100% CD level package if deemed necessary by the PP&R Project Manager to resolve outstanding issues prior to permit submittal. If PP&R 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.

**5.02 Assist City Project Manager with Site Development Building Permit Applications and Forms**

Provide all information, resubmittals, corrections and additions necessary to obtain required building permits, including trips to BDS to mark up or attach revisions to the permit review sets as necessary. The City's Project Manager will be the applicant and prime point of contact, for all communications, check sheets, responses, negotiations, and appeals. The City Project Manager will give direction on revisions.

**5.03 Assist City Project Manager with Street Improvement Permit Applications and Forms**

Provide all information, resubmittals, corrections and additions necessary to obtain required permits, including trips to PBOT to mark up or attach revisions to the permit review sets as necessary. The City's Project Manager will be the applicant and prime point of contact, for all communications, check sheets, responses, negotiations, and appeals. The City Project Manager will give direction on revisions. Note this submittal may be submitted prior to the Site Development Building Permit if necessary to meet the project's target schedule.

**5.04 Storm water Operations and Maintenance Form**

Provide storm water operations and maintenance forms necessary for successful permitting of project.

**5.05 Revisions/Appeal to Permit Set**

Provide technical material, corrections, and additions necessary to assist the City in required revisions and appeals.

**5.06 Monthly Status Report and Invoice**

Develop monthly invoices and associated back-up as needed to document work progress and budget expenditures.

**Task Five: Deliverables**

1. Monthly Consulting Team Progress and Expenditure Reports
2. Permit Set suitable for submittal submission to BDS and PBOT for permitting, and any necessary appeals and revisions as necessary
3. Completed permit application forms and appeal application forms, if necessary. (City to pay for all permit and appeal applications and review and recording fees directly.)

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#### 4. Storm water Operations and Maintenance Forms

#### **Task Five: Meetings**

- Building Permit Checklist Comments: 1 meeting, or as necessary to resolve check sheet comments
- Street Improvement Permit Checklist Comments: 1 meeting, or as necessary to resolve check sheet comments

#### **Task Six: Construction Set Preparation (12 weeks)**

Upon written authorization from the PPR Project Manager, the Consulting Team will proceed with Task Six – Construction Set Preparation.

#### **Task Six: Goals and Sub-Tasks**

- Prepare final Construction Set and provide bidding and pre-construction services as needed to proceed to Construction.
- Prepare Vegetation Management Plan
- Assist CM/GC with construction Accessory Plan development (Safety, Traffic Control, Erosion, Waste Management)

##### **6.01 Construction Set Preparation**

Review the 100% construction cost estimate with the City staff, including any updates resulting from permitting, and determine whether the intended project can be completed within the available budget. If not, work with City staff to identify a base project and confirm bid alternates that can be exercised to develop a contract award matching the budget. Prepare final bid set containing 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, and other contract requirements for the bid documents. 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.

##### **6.02 Construction Set Services**

Attend a pre-construction meetings, prepare all addenda including review of material substitution requests and document clarifications. The Consulting Team will update drawings electronically with all addenda information, and provide the Construction Set of drawings and specifications with all addenda items incorporated.

Assist CM/GC during bidding period providing clarifications, addenda review, substitution requests, pre-bid conference attendance, and answering general questions.

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### **6.03    Monthly Status Report and Invoice**

Develop monthly invoices and associated back-up as needed to document work progress and budget expenditures.

### **Task Six: Deliverables**

1. Monthly Consulting Team Progress and Expenditure Reports
2. Bid Alternates as needed (narrative descriptions and any necessary drawings & specifications)
3. Addenda, as directed by PPR Project Manager
4. Substitution Requests review and response
5. Final Construction Set including specifications
6. Cost update review/reconciliation

### **Task Six: Meetings**

- Pre-Bid Meeting(s)
- Value Engineering Meeting(s) (if required)

### **Task Seven: Construction Administration and Close-Out (28 weeks)**

Upon written authorization from the PPR Project Manager, the Consulting Team will proceed with Task Seven –Construction Administration and Close-Out.

### **Task Seven: Goals and Sub-Tasks**

- Provide construction administration services to ensure successful interpretation of the construction documents.
- Coordinate public art installation
- Assist the City in close-out procedures.

#### **7.01    Develop Submittal List**

Develop a complete list of required submittals, including close out submittals, per PPR format spreadsheet, as a tracking log.

#### **7.02    Provide Construction Administration Services**

Attend Pre-Construction Meeting(s) and weekly project meetings and produce draft meeting minutes for City review. Services will include 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 of shop drawings, tracking and review of required submittals (including completeness review), samples and mockups, Requests for Information (RFIs) responses, issuance of Architect's Supplemental

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Instructions (ASIs), communication with the contractor through PP&R Construction Manager or Project Manager, with PP&R Construction Manager, and with PBOT and BDS inspectors, monitoring the contractor's performance, providing clarification to construction documents as necessary, substantial completion walk through and punchlist, and final completion walk through and punchlist. Monetize the punchlists and advise the City on retention amounts to cover the necessary corrections. Track all drawing and specification changes throughout the construction process in the electronic files for ease of compiling Record Drawings during Close-Out.

**7.03 Substantial Completion Walk-Through and Punchlist**

Perform substantial completion site visit(s) with City staff to observe level of completion of construction and develop an initial punch list, in City's format, outlining construction items not meeting the contractual obligations of the construction documents. Provide key map with punchlist items referenced and photos as necessary to illustrate the defects keyed to the map. City staff maintenance leads will be involved in the walk through and provide items for the punchlist. Monetize the punchlist to advise City on appropriate retention amounts.

**7.04 Final Completion Walk-Through and Punchlist**

Provide one site visit, or as required, with City staff to verify correction / completion of items on initial substantial completion punch list. If necessary, develop a final punch list outlining construction items not meeting the contractual obligations of the construction documents.

**7.05 Project Close-out Document Review / As-Built Markup Review**

Review contractor provided red-lined as-builts, closeout manual, warranties and other materials. Produce a document providing comments on accuracy and completeness.

**7.06 Develop Record Drawings from Contractor-Supplied As-Built Drawings**

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. See Exhibit D.

**7.07 Monthly Status Report and Invoice**

Develop monthly invoices and associated back-up as needed to document work progress and budget expenditures.

**Task Seven: Deliverables**

1. Monthly Consulting Team Progress and Expenditure Reports
2. Submittal tracking log
3. Materials Provided In Response to Contractor Inquiries, Requests, and Submittals
4. ASI clarifications as necessary
5. Site Observation Reports from all Job Site Visits
6. Weekly construction meeting draft notes
7. As Requested by City Staff, Reviews of Contractor's Periodic Pay Requests
8. Response memos from review of contractor's close out submittals and as-built mark ups

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9. Substantial completion & final completion punchlists
10. Record Drawings Prepared from Contractor-Provided As-Built Notes (Hard copy and/or electronic files as desired.)

#### **Task Seven: Meetings**

- Pre-Construction Meeting: 1 meeting
- Weekly Construction Meetings: up to a total of 28 meetings
- Site Observations
- Nursery/Quarry/Fabricator Visits as Required by Specifications: 3 meetings or as required
- Substantial Completion: 1 meeting, or as required
- Final Walk-Through: 1 meeting

#### **IV. Consulting Team**

The Contractor shall assign the following personnel and subcontractors to do the work in the capacities designated below. The Contractor shall not change personnel or subcontractor assignments without the prior written consent of the City.

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<b>CONTRACTOR</b>
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2.INK STUDIO
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PERSONNEL NAME	ROLE ON PROJECT
Melinda Graham	Principal   Project Management
Jonathan Beaver	Principal   Design
Tommy King	Associate

<b>SUB-CONTRACTORS</b>
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FIRM NAME	ROLE ON PROJECT	PERSONNEL NAME
Skylab Architecture	Architecture	Brent Grubb
Artpeople	Public Artist	Mauricio Robalino
David Ruelas - Independent Consultant	Outreach Lead	David Ruelas
Hacienda CDC	Outreach Interpreter	Juan Muros
AYCO	Outreach	Jamal Dar
IRCO	Outreach	Sophorn Cheang
3J Consulting	Civil Engineering/Permitting	John Howorth/Andrew Tull
R&W Engineering	MEP	Doug Shaw
Peterson Structural	Structural Engineering	Erik Peterson
Kittelson & Associates	Traffic Engineering	Phill Worth
Northwest Geotech	Geotechnical Engineering	Alan Bean
Environmental Science & Assessment	Natural Resources	Patrick Hendrix
Ambrosini Design	Graphic Designer	Ken Ambrosini
DEW	Water Feature Consultant	Dan Euser
Treecology	Arborist	Damon Schrosk
Grindline Skateparks	Skatepark Consultant	Micah Shapiro
Architectural Cost Consultants	Cost Estimating	Seth Pszczolkowski

### 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>.

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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 subcontractor'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 a combination of the M/W/ESB firms on this list.

## V. Compensation

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

BASIC SERVICES								
CONSULTING TEAM	Total	Task I	Task II	Task III	Task IV	Task V	Task VI	Task VII
PRIME CONSULTANT								
2.INK STUDIO	\$223,385	\$12,634	\$29,917	\$45,319	\$62,460	\$9,709	\$12,034	\$51,312
SUB-CONSULTANT								
3J Consulting	\$86,544	\$5,924	\$11,144	\$27,672	\$19,940	\$8,712	\$2,616	\$10,536
Skylab Architecture	\$58,420	\$215	\$20,460	\$10,665	\$18,605	\$680	\$1,875	\$5,920
ES&A	\$3,999	\$1,224	\$1,110	\$666	\$999	\$0	\$0	\$0
DEW	\$35,120	\$225	\$2,555	\$6,320	\$13,550	\$0	\$0	\$12,470
ACC	\$18,695	\$0	\$6,115	\$6,242	\$6,338	\$0	\$0	\$0
Peterson	\$63,690	\$700	\$3,130	\$7,080	\$24,680	\$930	\$4,520	\$22,650
Treecology	\$2,750	\$2,750	\$0	\$0	\$0	\$0	\$0	\$0
Grindline	\$9,985	\$125	\$1,625	\$2,800	\$3,355	\$0	\$125	\$1,955
Mauricio Robalino	\$55,500	\$75	\$5,025	\$13,875	\$27,150	\$300	\$2,925	\$6,150
David Ruelas	\$5,005	\$935	\$2,805	\$1,100	\$165	\$0	\$0	\$0
Juan Muros	\$1,120	\$240	\$680	\$200	\$0	\$0	\$0	\$0
Northwest Geotech	\$20,395	\$19,575	\$0	\$0	\$820	\$0	\$0	\$0
Kittelson	\$21,720	\$3,500	\$3,015	\$12,635	\$0	\$2,570	\$0	\$0
Ambrosini	\$15,515	\$2,080	\$4,825	\$3,050	\$4,120	\$0	\$120	\$1,320
R&W	\$12,885	\$780	\$1,510	\$2,280	\$3,425	\$260	\$1,895	\$2,735
AYCO	\$4,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRCO	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0

In consideration of the services Consulting Team agrees to perform under the Personal Services Contract between the parties, PPR agrees to pay the Consulting Team a lump sum fee of **\$644,528.00** 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 **\$9,400.00** for travel reimbursable expenses and **\$20,500.00** for other reimbursable expenses, as set forth in more detail above, for a TOTAL not-to-exceed contract amount of **\$674,428.00** for all work described in Section III above. This is a Lump Sum Fixed Fee

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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.

### **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.

### **Reimbursable Expenses**

Reimbursable expenses will be billed monthly in accordance with the following reimbursable expense schedule:

<b>Type of Expense</b>	<b>Not to Exceed</b>
Automobile mileage	Mileage for privately-owned vehicles will be reimbursed at current GSA mileage rate (\$0.56 for 2014, 2015 rate not released yet)
Photocopies/BW letter	\$0.15 each
Photocopies/BW legal	\$0.20 each
Photocopies/BW 11x17	\$0.25 each
Color copies/color letter	\$1.00 each
Color copies/color legal	\$1.25 each
Color copies/color 11x17	\$1.75 each
Plotting inhouse BW 24x36	\$4.00 each
Plotting inhouse BW 30x42	\$4.40 each.
Plotting inhouse BW 32x40	\$4.50 each
Plotting inhouse BW 36x48	\$6.00 each
Plotting inhouse Color 24x36	\$50.00 each
Plotting inhouse Color 32x40	\$75.00 each
Scans	\$1.00 per sq. ft.
Printing, out of office	At cost
Postage, delivery	At cost
Telecommunication	At cost
Travel, lodging, meals *	At cost
Model supplies	At cost

The City will request the Consulting Team provide receipt copies of all travel expenses for which reimbursement is sought. The City will reimburse Consulting Team's travel expenses only when the travel is essential to the normal discharge of Consulting Team's obligations under the Contract. Consulting Team shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in



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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

\*\* Consulting Team 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.

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

#### Progress Payments

On or before the 15<sup>th</sup> 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 Consulting Team.

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.

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## VI. 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.

2.INK STUDIO	
Principal	\$110/hr
Associate	\$79/hr
Technical	\$68/hr
Irrigation Consultant	\$85/hr

Skylab Architecture	
JK	\$215/hr
NC	\$95/hr
KN	\$75/hr

DEW	
DE	\$225/hr
SE	\$140/hr

Peterson	
EWBP	\$175/hr
MWP	\$145/hr
PK	\$115/hr

Grindline	
Principal	\$125/hr
Associate	\$85/hr
PM	\$75/hr

David Ruelas	
DR	\$55/hr

Northwest Geotech	
Principal Geotechnical	\$130/hr
Project Geotechnical	\$115/hr
Staff Geotechnical	\$90/hr
Staff Engineer	\$75/hr

Ambrosini	
Director	\$120/hr
Senior Designer	\$95/hr
Graphics Designer	\$85/hr

AYCO	
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3J Consulting	
JH	\$144/hr
Project Manager	\$124/hr
Civil Engineer	\$114/hr
Civil Designer	\$104/hr
AT	\$124/hr

ES&A	
PH	\$111/hr
KR	\$78/hr

ACC	
Principal	\$153/hr
Estimator	\$86/hr
Electrical	\$122/hr

Treecology	
DS	\$125/hr

Mauricio Robalino	
MR	\$75/hr

Juan Muros	
JM	\$40/hr

Kittelson	
PW	\$210/hr
Associate	\$150/hr
Staff	\$125/hr

R&W	
Senior Engineer	\$130/hr
Designer	\$85/hr
Drafting	\$65/hr

IRCO	
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### **Adjustment of Labor Rates Due to Inflation**

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

Rate increases are subject to the following limitations:

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

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

### **VII. Place of Performance**

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

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

### **VIII. Public Safety**

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

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**Figure One**  
**Project Site**

