

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

CONTRACT NUMBER [Click Here and Type](#)

**TITLE OF WORK PROJECT
Mill and Midland Parks Combined Master Plan**

This contract is between the City of Portland ("City," or "Bureau") and GreenWorks PC, hereafter called Consultant. The City's Project Manager for this contract is Maya Agarwal.

Effective Date and Duration

This contract shall become effective on June 1, 2016. This contract shall expire, unless otherwise terminated or extended, on June 1, 2017.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$119,859.18 for accomplishment of the work.
 (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): GreenWorks PC

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

Employer Identification Number (EIN): 91-1747559

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

City of Portland Business Tax Registration Number: 439358

Citizenship: Nonresident alien Yes No

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

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

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

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

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

3. Order of Precedence

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

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

4. Early Termination of Contract

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
 (b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

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

6. Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant 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.

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 consultant'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 by contacting the PTE Contract Compliance Specialist.

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

Consultant 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 Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant 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, Consultant, 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. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Consultant 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.

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

TASK 1: Develop Work Plan

The goal of Task 1 is the development of the detailed work plan for Mill and Midland Parks Combined Master Plan.

1.1 Project Work Plan Meeting: GreenWorks will coordinate with Portland Parks & Recreation (PP&R) Project Manager (PM) to refine the project work plan developing a clear understanding of project priorities across the key issues including;

- Assessment of existing conditions and opportunities.
- Identifying trends in park uses and East Portland's evolving demographic.
- Assessment and mitigation for park conflicts.
- Collaboration with key stakeholder groups.
- Define roles for community engagement and meaningful outreach.
- The development of a representative Master Plans for Mill Park and Midland Park that encapsulates the City of Portland's social, fiscal and environmental goals.

The work plan will includes the overall goal of each task, specific sub-tasks, project team assignments for each sub-task, a description of products, duration of the specific task, stakeholder and PP&R reviews and anticipated meetings. A clear understanding of project roles, responsibilities, and actions by all the project partners at the onset of the project aids immensely in delivering a project that meets established expectations. The work plan will include the agreed upon project scope, schedule, organization chart, action item list, and a communications plan that provides contact information of all key participants.

1.2 Project Work Plan Refinement: GreenWorks will coordinate with PP&R and the project team to refine the work plan and submit the final version for PP&R review and approval.

Task 1 Deliverables: Draft and Final Detailed project work plan – scope, compensation, and schedule.

TASK 2: Project Management

The goal of Task 2 is to provide the overarching structure for the project process.

2.1 Project Management and Coordination: GreenWorks responsibilities include leadership, project management, and sub-consultant management. The GreenWorks PM will prepare meeting agendas, meeting notes for the PP&R staff and coordinate closely with PP&R throughout the duration of the project. The consultant team will assist with public information materials for the project duration. Translation services will be considered for engagement materials and coordinated with PP&R PM. The GreenWorks PM will prepare monthly reports, monitor project budget, prepare, maintain, and update project schedule and provide timely responses to PP&R PM for the duration of the project.

2.2 Kick-off Meeting with Park Planning Staff: The consultant team will meet with PP&R PM and Project staff to discuss Project Goals, Work Plan, Budget, Communication Plan, Civic Engagement Plan, Project Schedule, and Project Key Milestones.

Task 2 Deliverables

- *Kick-off Meeting summary*
- *Updated Project Schedule*
- *Meeting Agendas and Notes*

TASK 3: Civic Engagement Program

The goal of Task 3 is to define GreenWorks's understanding and role to assist PP&R with civic engagement. The consultant team will work with PP&R to create a detailed, strategic program for building sustained civic engagement around the development of the Master Plans for Mill Park and Midland Park. The consultant team will assist with public information materials for the project duration. Translation services for engagement materials will be provided by PP&R.

3.1 Kick-off Meeting for Civic Engagement. GreenWorks will meet with PP&R staff to review initial goals and process for the Civic Engagement Plan for Mill and Midland Parks.

3.2 Refine Civic Engagement Plan. The consultant team will review and provide feedback on refining PP&R's civil engagement plan for Mill and Midland Parks. This will be essential to helping people understand the primary goal of our efforts and engage in conversations about how best to achieve it. The consultant team will develop graphic rich, compelling exhibits that simply convey the design. The graphics will be translatable to multiple cultures.

3.3 Picnics and Public Meetings: The consultant team will participate in up to five (5) public meetings throughout the design process for both parks. The venues, solicitation materials, and survey forms will be organized and prepared by PP&R. The community meetings are outlined as follows:

1. Community Meeting #1: Mill Park Picnic
2. Community Meeting #1: Midland Park Picnic
3. Community Meeting #2: Present existing conditions, solicit values/goals
4. Community Meeting #3: Confirm park activities and themes
5. Community Meeting #4: All together – Present design options, solicit feedback

3.4 Community Representative / Focus Group Meetings. The consultant team will attend up to five (5) Community Representative (CR) / Focus Group Meetings throughout the design process for both parks. The venue selection and stakeholder communication will be led by PP&R. The Stakeholder / Focus Group Meetings are outlined as follows:

1. Community Representative Meeting #1: Community Representative Orientation
2. Community Representative Meeting #2: Discuss site issues solicit values and goals
3. Focus Group Meeting #1: Youth Focus Group – Mill Park Elementary
4. Community Representative Meeting #3: Present design options
5. Focus Group Meeting #2: Language Focus Group

3.5 Outreach Preparation Meetings: The consultant team will attend up to seven (7) outreach preparation meetings with PP&R staff to define desired outcomes from the outreach and determine the amount and content of graphic exhibits.

3.6 Debrief Meetings: The consultant team will attend up to five (5) debrief meetings with PP&R staff to review outcomes from the community meetings.

Task 3 Deliverables

- *Graphics for Community Meetings Prepared in Task 4 and Task 5*
- *Meeting Agendas and Notes prepared in Task 1.*

TASK 4: Site Investigation

The goal of Task 4 is to identify existing conditions, issues, and opportunities to develop the Master Plan. For efficiency this information for both sites will be collected, documented and communicated as one.

Task 4.1: Existing Conditions Review

- **Site Research:** Project Team will assemble, review and confirm all relevant information and documents about Mill Park and Midland Park sites which will include the following themes:
 - **Demographic** – *socio-economic, cultural, religious, racial, immigrant and refugee community make-up of surrounding neighborhoods will be documented.*
 - **Historic** - *pre-colonization history, land use decisions and permitting requirements, historic records, previous planning efforts.*

- **Environmental** - *natural resource, site survey/slope/topography, stormwater.*
 - **Access** - *gateways/entrances, local transportation corridors, parking, access, mass transit stops, trails.*
 - **Recreation** – *review existing parks and recreational elements throughout the surrounding area.*
- **Site Visit Reconnaissance:** Project Team will verify and document existing conditions in addition to the provided base mapping, i.e. site furnishings, site lighting, art, trees, paving materials, views - description and conditions and any other relevant findings documented to PP&R PM.
 - **Traffic and Circulation Analysis:** Global Transportation Engineering (GTE) will document all previous and current transportation planning assessments of facilities within and immediately adjacent to the park sites. Sufficient information should be available to summarize existing transportation elements, traffic patterns and circulation for most park access points and adjacent transportation facilities. Particular attention will be given to how people access park sites, travel mode selection and the impact this will have on park facilities and surrounding neighbors. GTE will identify opportunities and constraints for improving site access.
 - **Activities/Program Assessment:** GreenWorks will inventory the existing park activities and the condition of the resources available for activities- passive or recreational for both sites. GreenWorks will identify opportunities and constraints for activities at the park sites including successful elements of the developed parks as they are today. GreenWorks will document the park activities inventory and relate how the activities relate to the park site's role in the larger City of Portland Park system in a memo. GreenWorks will provide an overview of trends in park visitation for various program elements.
 - **Site Assessment:** There are a variety of settings within each of the park sites, from the natural areas at Midland Park to the more intensively used public areas at both sites. GreenWorks and 3J Consulting will inventory existing conditions in the parks and the condition of the resources. 3J Consulting will compile and review available information pertaining to existing infrastructure (roads, trails, power, sewer, water, and storm drainage systems) on and adjacent to the project sites to identify potential areas of concern that may need to be addressed with planned improvements. GreenWorks will document the overall park settings inventory and relate how the settings relate to each park site's role in the larger City of Portland park system in a memo report.
 - **Base Plan:** GreenWorks will develop two informed base plans using topo survey and other relevant information provided by PP&R. Deficiencies in required information for the base plans will be communicated to PP&R PM.

Task 4.2: Site Analysis

The GreenWorks Team will develop a series of graphics that show the site analysis, including circulation (for all modes of transportation and recreation), parking, topography, habitat areas, views, adjacent buildings and structures, historical resource inventory items, and site planning context for both parks collectively. GreenWorks will produce an Opportunities and Constraints Memo to describe the primary opportunities and challenges that the plan will address with an associated Opportunities and Constraints Diagram. The graphics prepared will be clear and concise for ease of legibility for public review.

Task 4.3: Design Related Meetings

GreenWorks will meet with PP&R PM and relevant staff up to three times to review progress and provide input during Task 4.

Task 4 Deliverables

- *Graphic and narrative documentation of each site's history and existing conditions*
- *Graphic and narrative documentation of site analysis including Site Opportunities and Constraints Map.*
- *Traffic analysis for existing conditions and proposed future developments for all modes of transportation and recreation at each site.*
- *Analysis of current stormwater systems and proposed future modifications for each site.*
- *Natural resource protection and enhancement recommendations for each site.*
- *Meeting summaries for all meetings attended and facilitated.*

TASK 5: Master Plan Development and Master Plan Approval

The goal of Task 5 is to prepare Master Plan concepts, a preferred Master Plan concept and a final Master Plan concept.

Task 5.1: Master Plan Concept Options

GreenWorks will develop two conceptual design options for both Midland Park and Mill Park. The concepts will respond to opportunities and constraints and site conditions, feedback from the Organized Stakeholders Group (OSG) and the community at large. The concepts will be developed in collaboration with the OSG and PP&R and will represent a range of themes, and program elements to evaluate the needs and desires of the community. Each option will be sufficiently different to provide a basis for discussion and conclusions with the OSG. Upon receiving feedback, GreenWorks will refine each of the two conceptual design options for each park to present at the next Community Meeting.

Task 5.2: Preferred Master Plan Option

GreenWorks will incorporate comments from PP&R and the OSG and prepare one single preferred Master Plan for each parks for review by PP&R staff. At this time, the team will prepare preliminary Rough Order of Magnitude Cost Estimates for the preferred concept for each park. Upon receiving feedback, GreenWorks will refine the preferred Master Plan option for each park to present at the next Community Meeting.

Task 5.3: Final Master Plan

GreenWorks will incorporate comments from PP&R and the Stakeholder Groups and finalize the Master Plan for review. GreenWorks will solicit final comments from members of the Stakeholder Groups. Upon receiving feedback, GreenWorks will refine and prepare the Master Plan that will be incorporated into the Master Plan Report.

Task 5.4: Draft Master Plan Report

GreenWorks will compile and produce a Draft Report based on the comprehensive efforts from Tasks 3-5 for PP&R review. The Master Plan will include prioritized and/or phased actions, recommended next steps, cost estimates, written narrative describing the process and recommendations, graphics, and appendices. Both parks will be incorporated into a single report.

GreenWorks will meet with PP&R PM and staff to review the Draft Master Plan Report and materials to be presented to stakeholders and community members. Graphics prepared for Community Meetings will be formatted to fit in the Report.

Task 5.5: Final Master Plan Report

GreenWorks will refine the Master Plan Report based on feedback from PP&R for adoption. Both parks will be incorporated into a single report.

Task 5.6: Design Related Meetings

GreenWorks will meet with PP&R PM and relevant staff up to eight times to review progress and provide input during task 5.

Task 5.7: City Council Hearing

GreenWorks will attend a City Council presentation for the review and approval of Master Plans for Midland Park and Mill Parks.

Task 5 Deliverables

- *Two (2) Conceptual Design Options for each site*
- *Preferred alternative for each site*
- *Draft Master Plans for review by PP&R*
- *Cost estimates for draft master and final Master Plans*
- *Phasing recommendation for draft master and final plans*
- *Final Master Plans for Midland Park and Mill Park*
- *Draft Master Plan Report for Midland Park and Mill Park*
- *Final Master Plan Report for Midland Park and Mill Park*

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Gill Williams	Principal/Project Landscape Architect
Ben Johnson	Project Manager
Jennifer D'Avanzo	Landscape Designer
Derek Sergison	Landscape Designer

SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
3J Consulting	Civil Engineering	\$6,266.88
Global Transportation Engineering	Transportation Engineering	\$6,247.50
Morgan Holen & Associates	Arborist	\$2,142.00
Communitas	Community Engagement	\$7,430.70

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Contractor Resources.

COMPENSATION

The maximum that the Consultant can be paid on this contract is \$19,859.18 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in

this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

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

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

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

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed those set forth below:

NAME	ROLE ON PROJECT	HOURLY RATE
Gill Williams	Principal/Project Landscape Architect	\$165.00
Ben Johnson	Project Manager	\$120.00
Jennifer D'Avanzo	Landscape Designer	\$110.00
Derek Sergison	Landscape Designer	\$80.00

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

- The City will reimburse the Consultant up to \$2,350.18 for reimbursable expenses.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant.

Hourly Rates

The billing rates shall not exceed those set forth below:

NAME	ROLE ON PROJECT	HOURLY RATE
John Howorth	Principal: Civil Engineering	\$160.00
Brian Feeney	Project Manager: Civil Engineering	\$140.00
Eric Melle	Civil Engineer II	\$116.00
Dana Beckwith	Principal Transportation Engineer	\$125.00
Monica Leal	Transportation Engineer	\$125.00
Morgan Holen	Arborist	\$150.00
Deb Meihoff	Principal: Community Engagement	\$155.00

Adjustment of Labor Rates Due to Inflation

Annual adjustment of hourly rates will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

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

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

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement.

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

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT 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.

Consultant Signature: _____ Date: _____ Entity: _____

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

As an independent Consultant, 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 Consultant 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. Consultant: 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.

Consultant Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
ORS 670.600 Independent Consultant 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 consultant" 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 consultant as defined in ORS 670.600.

BY: GreenWorks PC Date: _____

Name: _____

Title: _____

CONTRACT NUMBER: _____

CONTRACT TITLE: _____

CITY OF PORTLAND SIGNATURES:

By: _____
Bureau Director

Date: _____

By: _____
Chief Procurement Officer

Date: _____

By: _____
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

Approved as to Form:

By: _____
Office of City Attorney

Date: _____