

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

CONTRACT NUMBER [Click Here and Type](#)

**TITLE OF WORK PROJECT
Forest Park Entrance and Nature Center**

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

Effective Date and Duration

This contract shall become effective on July 1, 2016. This contract shall expire, unless otherwise terminated or extended, on December 31, 2018.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed one million six hundred and fifty-three thousand two hundred and forty US Dollars (\$ 1,653,240) 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 FEE SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name : Dangermond Keane Architecture, LLC

Address: 1921 NW Kearney Street, Portland, OR 97209

Employer Identification Number (EIN): 26-2125535

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

City of Portland Business Tax Registration Number: **700303**

- 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.

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**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

See Attached

Exhibit 'A' – SCOPE OF WORK (Work Plan, Project Assumptions, Schedule)

Exhibit 'B' - FEE SCHEDULE

CONSULTANT PERSONNEL**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.

Prime Consultant

NAME	ROLE ON PROJECT
Steve Dangermond	Partner in Charge/Project Manager
Christopher Keane	Design Principal
Andrew Hamblin	Project Architect

Subconsultants

NAME	ROLE ON PROJECT	Personnel Name
Walker Macy	Design Principal	Lara Rose
	Principal in Charge	Michael Zilis
	Project Manager	Matthew Crampton
Ancona + Associates	Principal	Tom Ancona
Design + Culture Lab	Principal Strategist	Joy Davis
	Planner/Project Manager	Pamela Phan
PAE Consulting Engineers	Principal in Charge/Mechanical Eng	Conrad Brown
	Electrical Engineer	Brett Conyer
	Energy Engineer	Ante Vulin
KPFF Consulting Engineers	Civil/Stormwater Engineer	Paul Dedyo
Biella Lighting Design	Lighting Designer	Ella Mills

Equilibrium Engineers	Structural Engineer	Ed Quesenberry
Lancaster Engineering	Traffic Engineer	Todd Mobley
Winterbrook Planning	Permitting Planner	Tim Brooks
Teragan & Associates	Arboriculturalist	Terrence Flanagan
DCW Cost Management	Lead Cost Estimator	Trish Drew

Diversity and M/W/ESB Commitments

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 \$ 1,653,240 (hereafter the "not to exceed" amount.). The contract includes all work described in EXHIBIT A as 'Basic Services'. The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses. 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. Schedule of payment by task complete will be based on 'EXHIBIT B – FEE SCHEDULE'.

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.

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up and shall not exceed \$ 24,000:

- Auto Mileage at current GSA rate for travel outside the Portland Metro Area
- Printing, mounting, and other reprographic expenses at cost, except for in-house check prints and file copies
- Supplies and materials related to model-making, presentation graphics, or other requested display materials
- Travel, lodging, and meals at cost, for pre-approved travel outside the Portland Metro area
- Pre-approved costs directly related to outreach meetings and workshops

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

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 10% and shall be included in the fee.

Hourly Rates

Change in Services

Consultant 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 this agreement 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.

NAME	ROLE ON PROJECT	Personnel Name	Hourly Rate
Dangermond Keane Architecture llc	Principal in Charge/Project Manager	Steve Dangermond	\$ 150
	Design Principal	Christopher Keane	\$ 150
	Project Architect	Andrew Hamblin	\$ 100

	Architect		\$ 90
	Designer		\$ 75
Walker Macy	Design Principal	Lara Rose	\$ 175
	Principal in Charge	Michael Zilis	\$ 175
	Project Manager	Matthew Crampton	\$ 90
	Landscape Architect		\$ 120
	Designer		\$ 65
Ancona + Associates	Principal	Tom Ancona	\$ 200
	Project Manager		\$ 90
	Graphics		\$ 75
	Researcher		\$ 75
Design + Culture Lab	Principal Strategist	Joy Davis	\$ 150
	Planner/Project Manager	Pamela Phan	\$ 150
	Involvement Strategist	Joal Stein	\$ 100
PAE Consulting Engineers	Principal in Charge	Conrad Brown	\$ 260
	Electrical Engineer of Record	Brett Conyer	\$ 260
	Energy Engineer	Ante Vulin	\$ 165
	Project Engineer/LEED	Rachel Wrublic	\$ 130
	Project Engineer	Varies	\$ 165
	Designers	Varies	\$ 165
	Admin/CAD	Varies	\$ 105
KPFF Consulting Engineers	Principal		\$ 185
	Sr. Project Manager		\$ 155
	Project Engineer		\$ 110
	Designer/ CADD Tech		\$ 95
	Project Administrator		\$ 75
Equilibrium Engineers	Structural Engineer	Ed Quesenberry	\$ 140
	Project Manager		\$ 120
	Project Engineer		\$ 105
	CAD Modeler		\$ 75

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.

PAYMENT TERMS: Net 30 Days**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.

List of Attachments:

EXHIBIT 'A' – SCOPE OF WORK

EXHIBIT 'B' – FEE SCHEDULE

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: Dangermond Keane Architecture

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.

Dangermond Keane Architecture, LLC

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

Forest Park Entrance & Nature Center

EXHIBIT A: Work Plan and Clarifications to Scope

Dangermond Keane Architecture

June 9, 2016

The logo consists of the letters 'DKa' in a bold, sans-serif font, enclosed within a thin black rectangular border.

This workplan, and the clarifications to scope that follow, are refinements of the tasks and deliverables listed in Section B of the RFP and are not meant to reduce the scope articulated therein. Goals, terms, conditions, definitions, and schedule targets given in the RFP still apply.

Project Workplan

Task 1: Preliminary Investigation and Feasibility Study

Notice to Proceed from Portland Parks & Rec

Kickoff Workshops:

Kickoff Workshop - City of Portland/PPR & Design Team

- Articulate the project goals and objectives
- Define the City's interests and PPR's needs
- Define sustainability goals/targets
- Brainstorm initial ideas/desires from PPR's standpoint
- Define envelope – what's on or off the table

Kickoff Workshop – Full Design & Engineering Team Task One Planning

- Review the project goals and objectives
- Review the City's interests and PPR's needs
- Review Tasks and Deliverables for Task 1

PP&R/FPC – Site Visit

- Visit the site first hand
- Technical review with engineering team
- Hike from site up to Leif Erickson (access and grading challenges)
- Forest Park Ecology/Natural History Tour with appropriate experts (design team)

Key Stakeholder Workshops:

State of Oregon/Mitch Greenlick

- Understand the project history and political context
- Desires/Needs/Goals of the State/District 33

City of Portland/PPR – Budgeting and Fundraising Strategy

- Explore ways of funding the project
- Relationship to FPC and Portland Parks Foundation
- Explore ideas for possible partnerships

- Concessions - Review models for integrating commercial activities
- Discuss probable budget and what that would buy

Forest Park Conservancy & Portland Parks Foundation

- Desires and goals
- Ongoing conservation/restoration & trail projects

Portland Parks + Portland Public Schools + Other Districts? Educators? OR Dept of Education?

- Desires and goals
- Curriculum alignment
- Define Ways schools may use the space

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Initial Portland Parks Technical Staff Meeting(s)

- PBOT
- BES
- BDS
- PP&R
- Geotech

Other Direct Meetings with Key Stakeholders/Potential Partners

- Audubon/Mazamas/Others
- Metro?
- Local gyms? Planet Granite e.g.

Round 1 Outreach Workshops:

Outreach Strategy Meeting – Engagement Round 1: Input Workshops (Program Development)

- Discuss and strategize upcoming engagement workshops
- Identify tools, materials, and schedule for engagement
- Define ways to get input in all workshops regarding:
 - Recreational User Activities:
 - Walkers
 - Runners
 - X-trainers/Trail Runners
 - Mountain Bikers
 - Dog Walkers
 - Horseback riders
 - Nature Lovers
 - Bird Watchers
 - Picnics
 - Road bikers/Sauvie Island Intercepts
 - Existing & Potential User Journeys:
 - Families with young Kids
 - Stroller Brigade (?)
 - Multi-generational families
 - Active Greys

- Tourists: Regional
- Tourists: National/International
- Business Visitors

Outreach Meeting 1.1: Traditional Users Open House

- Goals and reasons for the project
- Present the envelope of possibilities
- Input from interested groups re: program, experiences, activities

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Outreach Meeting 1.2: Neighbors Open House

- Goals and reasons for the project
- Present the envelope of possibilities
- Input from interested groups re: program, experiences, activities
 - Linnton Neighborhood Association
 - Northwest Industrial Neighborhood Association
 - Portland Freight Committee
 - Connect Oregon
 - Audubon
 - Friends of Forest Park
 - Roosevelt High School
 - University of Portland

Outreach Meeting 1.3: New Users A

- Goals and reasons for the project
- Present the envelope of possibilities
- Input from interested groups re: program, experiences, activities

Outreach Meeting 1.4: New Users B

- Goals and reasons for the project
- Present the envelope of possibilities
- Input from interested groups re: program, experiences, activities

Outreach Meeting 1.5: New Users C

- Goals and reasons for the project
- Present the envelope of possibilities
- Input from interested groups re: program, experiences, activities

Outreach Meeting 1.6: Activity Focus Groups Open House

- Goals and reasons for the project
- Present the envelope of possibilities
- Input from interested groups re: program, experiences, activities

Round 1 Outreach Feedback: PAC

- Report out on what was heard at Outreach Meetings
- Report out on engineering team studies and reports – present deliverables
- Present/Review program and concept ideas from the design team
- Downselect ideas to pursue for further Program & Concept Development in Task 2

Check-in Workshop - City of Portland/PPR & Design Team

- Lands Management, Central Services, Security, Community Relations, Forestry

Task 1 Deliverables

- Work plan and schedule, updated regularly
- Graphics/materials for meetings and workshops
- Meeting notes and summaries of workshops
- Arboricultural Report/Tree Inventory
- CAD Base plan for site existing conditions
- Site analysis maps and technical memo
- Feasibility Assessment
- Traffic study
- Initial permitting analysis and strategy
- Wetlands delineation report
- Draft Program and Concepts; visitor experience maps; interpretive narrative
- Project schedule for future tasks with milestones including permitting

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Task 2: Schematic Design

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Meetings and Workshops:

Schematic Design Workshop 1 - PAC & Design Team

- Review design concepts from Design Team
- Distill/combine/downselect

Schematic Design Workshop 2 - PAC & Design Team

- Review design concepts from Design Team
- Identify 3 concepts for further engagement

PP&R Staff review of three concepts

Design & Engineering Team Technical Review

- Review design concepts and discuss technical aspects
- ROM costs for three concepts; early phasing ideas if required

Check in meetings re: concepts: Key Stakeholders TBD

- Parks Director
- State/Mitch Greenlick
- Portland Parks Foundation
- Forest park Conservancy
- Potential Partners
- Schools

Outreach Strategy Meeting – Engagement Round 2: Design Workshops (Concept Exploration)

- Strategize/Plan second round of engagement workshops
- Identify tools, materials, and schedule for engagement

Outreach Meeting 2.1: Traditional Users Open House

- Did we hear you correctly?
- Present the range of concepts
- Input from interested groups re: design thoughts, concepts

Outreach Meeting 2.2: Neighbors Open House

- Did we hear you correctly?
- Present the range of concepts
- Input from interested groups re: design thoughts, concepts

Outreach Meeting 2.3: New Users A

- Did we hear you correctly?
- Present the range of concepts
- Input from interested groups re: design thoughts, concepts

Outreach Meeting 2.4: New Users B

- Did we hear you correctly?
- Present the range of concepts
- Input from interested groups re: design thoughts, concepts

Outreach Meeting 2.5: New Users C

- Did we hear you correctly?
- Present the range of concepts
- Input from interested groups re: design thoughts, concepts

Schematic Design Workshop 3: PAC & Design Team

- Report out on what was heard at Outreach Meetings
- Identify actions based on feedback
- Distill/combine/downselect to preferred concept

Prepare Schematic Design & Cost Estimate for Preferred Concept

PP&R Staff review of preferred concept

BDS Early Assistance Meeting

Streamlining Committee Meeting & Review

Schematic Design Workshop 4: PAC & Design Team

- Review preferred concept and cost estimate
- Identify value engineering strategies and discuss phasing and prioritization if necessary

Check in meetings re: Preferred Concept: Key Stakeholders TBD

- Parks Director
- State/Mitch Greenlick
- Portland Parks Foundation

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- Forest park Conservancy
- Potential Partners and Donors
- Schools

Outreach Strategy Meeting – Engagement Round 3: Preferred Concept and Phasing

- Strategize/Plan second round of engagement workshops
- Identify tools, materials, and schedule for engagement

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Outreach Meeting 3.1: Traditional Users Open House

- Did we hear you correctly?
- Present the preferred concept and phasing
- Input from interested groups re: refinement

Outreach Meeting 3.2: Neighbors Open House

- Did we hear you correctly?
- Present the preferred concept and phasing
- Input from interested groups re: refinement

Outreach Meeting 3.3: New Users A

- Did we hear you correctly?
- Present the preferred concept and phasing
- Input from interested groups re: refinement

Outreach Meeting 3.4: New Users B

- Did we hear you correctly?
- Present the preferred concept and phasing
- Input from interested groups re: refinement

Outreach Meeting 3.5: New Users C

- Did we hear you correctly?
- Present the preferred concept and phasing
- Input from interested groups re: refinement

Schematic Design Workshop 5: PAC & Design Team

- Report out on Outreach Meetings
- Identify actions/refinements based on feedback

Task 2 Deliverables

- Graphics/materials for meetings and workshops
- Documentation of three alternatives with costs
- Schematic Design Cost Estimate for Preferred Concept
- Schematic Design Package for preferred option:
 - Sketches and Renderings
 - Final Cost Estimate
 - Phasing Plan
 - CAD based drawing package
 - Demolition/deconstruction plan
 - Tree removal and mitigation plan
 - Utilities plan

- Materials plan
- Proposed plan for approach to art
- Grading plan
- Wayfinding plan
- Illustrative site plan with elevations
- List of required permits tied to schedule
- Funding strategy report

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Task 3: Site Development

Review Workplan for Tasks 3 through 5 based on the priority sub-project or preferred scope as directed by PP&R. Renegotiate workplan, scope of services, and fees as appropriate.

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Site Development

Develop the first priority sub-project and provide choices for major project components including (but not limited to) grading, hardscape, site planting and landscape, labeling and wayfinding, structures, utilities and the incorporation of art. Provide materials color samples etc. necessary for City review, for the permit applications and for support services to secure necessary permits.

Land Use Permits

Prepare applications and necessary materials for land use and/or environmental permits. Permits may address land-use, storm water and right-of-way work necessary to complete the project. Provide support services necessary to obtain local, state and federal permits. This will include attending meetings, hearings, and land-use review sessions necessary for approval.

Task 3 Deliverables for Design Development

Memo / maps and drawings summarizing the following information:

- Design development (DD) options for project components
- DD drawing set including a demolition/deconstruction plan, tree removal and mitigation plan, utilities plan, materials plan, grading plan, wayfinding plan and illustrative site plan
- Cost estimates
- Drawings required for Land Use Permits
- Final DD illustrative/fundraising package including renderings, plans, estimate and program priorities for Funding Request from State

Meeting Attendance and participation:

- Regular meetings with the project manager
- Meetings with the Project Advisory Committee
- Community Meeting plus Intercept Survey Opportunities
- Two meetings with RACC Public Art Advisory Committee
- Two meetings with the Disability Advisory Committee
- Technical meetings on permits as needed

Task 4: Construction and Bidding Documentation

Construction Documentation

Provide complete bid documents (including submittals for 30%, 60%, 90% and 100% drawing and specifications) needed to construct the Phase I project with efficient construction and minimal changes during the course of the work. Based on detailed cost estimating, the project documents will be revised to meet the project budget.

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Site Development Building Permits

Prepare application and provide all necessary materials and revisions necessary to obtain required building permits. Support services will include attending all meetings with PP&R, Bureau of Development Services (BDS) staff, Bureau of Transportation (PBOT), Water Bureau (WB) and any other internal or external entities necessary.

Bid period services

During the bidding phase, provide bid services including attendance at a pre-bid meeting and preparation of all addenda.

Task 4 Deliverables for Construction and Bidding Documentation

Memo / maps and drawings summarizing the following information:

- All contract documents necessary to construct the project and conform to permit revisions, including any land use drawings required with cost estimates at 30% and 60% design development and 30% and 90% construction documents including existing conditions survey, utility, erosion control plans and details, materials plan, layout and grading plan, planting design, irrigation, details, stormwater, architectural plan, sections, elevations, perspectives/, building floor plan and technical specifications, supplemental conditions and special provisions.
- Drawings required for Building Permits
- Bid period addenda and clarifications as necessary

Meeting Attendance and participation:

- Regular meetings with the project and construction managers
- Meetings as needed to obtain land use and building permits
- Pre-bid meeting(s)

Task 5: Construction Administration and Close-out

Construction administration

Provide construction administration services and production of CAD record drawings in CAD from the construction contractor's as-built information. This will include attendance at pre-construction meetings, weekly project meetings, and site visits during construction, fabrication plant, nursery, and quarry visits as required in the project specifications, additional site visits if necessary for problem solving, review and approval of shop drawings, submittals (including completeness review), samples and mockups, Requests for Information (RFIs) responses, issuance of Architect's Supplemental Instructions (ASIs), communication with the construction contractor through PP&R construction manager or project manager, with PP&R construction manager, and with PBOT and BDS inspectors, monitoring the construction contractor's performance, providing clarification to construction documents as necessary,

substantial completion walk through and punchlist, and final completion walk through and punchlist.

LEED™ Coordination and Documentation.

For the applicable new, occupied buildings:

- LEED™ project registration and submittal of the LEED™ application with the Green Building Certification Institute.
- Coordinate and document LEED™ green design aspects of the project.

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Construction close-out

Provide all final electronic drawings such as: permit drawings, construction documents, as-built drawings and other necessary drawings in PP&R's required formats.

Task 5: Deliverables for Construction Administration and Close-out

- Construction administration and documentation including meeting notes, submittal tracking, RFIs, ASIs, drawing revisions, Substitution requests, punch lists
- Post construction closeout products including Record Drawings from as-builts provided by the contractor and review of construction warranties as requested
- Regular meetings with the project and construction managers
- Pre-construction meetings
- Regular construction meetings

Clarifications to Scope and Conditions

Assumed Project Scope

Site work	\$2,500,000
Visitor Center	\$4,500,000
Accessory Structures	\$750,000
Interpretive Elements	\$750,000
Total Construction Cost:	\$8,500,000

Reimbursable Expenses:

Apart from the exceptions listed below, all expenses to perform the work are included in the fees, including but not limited to the following:

- Costs related to telephone, mobile phones, faxing, internet, and other communications except as noted below.
- In-house check prints, copying, scanning, supplies, utilities, etc.
- Travel, parking, and transit within the Portland Metro area, including mileage, parking, taxis, ride-shares, street cars, etc.

Exceptions

- Expenses for approved travel outside of Portland Metro area including flights, mileage, rental cars, and lodging and per diem expenses according to GSA Standard Rates.

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- Deliverables will be in the form of PDF electronic files. To the greatest extent possible the project will use a paperless workflow. City of Portland will cover or reimburse the costs of hard-copy printing of deliverables, wet-signed sets, graphics for public meetings, renderings, sets for bidding, fees related to approvals, permits, and PP&R internal reviews. Consultants will cover their own printing costs for their own reviews, files, etc.
- Shipping, messenger, FedEx, and postage costs when required especially during construction.

Reimbursable expenses will be reimbursed at cost, with no markup.

Civil – KPFF

- If full street reconstruction is required by PBOT, then additional fees will be necessary.
- If the traffic study indicates roadway changes to accommodate an entry turn lane or re-striping, then additional fees will be necessary.
- Frontage improvements may also require lighting which would be services provided by others.
- Frontage improvements may also require landscape design for street trees and potentially vegetated storm facilities which would be services provided by others.

Winterbrook - Permitting

1. Tree Survey and Plan. Site conditions will be reviewed once initial concepts are developed to determine if additional tree documentation is necessary, including the potential need for a Tree Protection Plan. An arborist would be needed to prepare a survey and TPP, if needed. This scope does not include arborist services.
2. Administrative Review. It is assumed that the land use review will be processed as a single Type II Environmental Review. Additional reviews, such as Adjustments or additional environmental reviews, are not included in this scope.
3. Appeals. This proposal assumes no appeals to the City Hearings Officer or beyond. In the event of an appeal, Winterbrook can provide additional process management services if needed.
4. Drawings. Winterbrook will identify permit drawing needs and review draft drawings for compliance with permit standards. Permit package drawings will be prepared by the design team.

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Winterbrook – Wetlands Delineation

- Fieldwork to identify wetlands, report documenting wetland conditions, JPA permitting
- Assume surveying and mapping of wetland flagging provided by others
- Assume project qualifies for Nationwide Permit 42 - Recreational Facilities - up to 1/2 acre of impact, notification
- Assume Section 7 consultation not required
- Assume graphic support from team (e.g., project design, wetland impacts/mitigation, cross-sections, fill/excavation calcs)
- Assume stormwater plan, archaeological study (if needed), provided by others.
- Assume mitigation will be provided on site (off-site options are undefined and there is no mitigation bank)

Public Involvement for New Users

Design + Culture Lab

Project Understanding

The acquisition of the property at the intersection of NW Yeon/Hwy 30 and NW Kittridge provides Portland Parks & Recreation (PP&R) an opportunity to construct an visionary entrance for the park. The Forest Park Natural Resource Management Plan (1995) recommends the development of a regional trailhead to include parking, informational kiosk, seasonal restrooms, drinking fountain, and an ADA accessible multi-use trail that connects Lief Erikson and Fireland 1. There may also be the opportunity for on-site space for education and interpretation of the park's unique natural and recreational resources, as well as staff/maintenance functions. PP&R has also prioritized developing lasting relationships with potential "new users" of all that Forest Park and the new facility can offer. It is our understanding that New Users are residents from throughout the Portland Metropolitan region who are not traditionally aware or make use of Forest Park currently, who include people of immigrant, refugee, low-income, or backgrounds of color.

Design + Culture Lab Approach

Design+Culture Lab utilizes empowerment, cultural research, and participation strategies to build towards a vision where unique and holistic collaborative techniques are vital to the success of the overall urban design. Design+Culture Lab's engagement strategy is rooted in creative activities that allow community members to actively participate in the urban transformation of their neighborhoods and public spaces. While traditional engagement models often intimidate community members through complex language and processes; Design+Culture Lab aims to transform that language into relatable experiences, engaging the community on their terms to ensure that the solutions are informed by people who are directly affected by public decisions and investments. Design + Culture Lab also practices a community building approach in which community members speak for themselves, as they are the experts of their own experiences. All community engagement activities are designed to develop leadership, skills, and knowledge for long lasting relationships, and engagement that results in equitable outcomes. We extend a "warm hand off" of these relationships to agencies, who are encouraged to continue positive and affirming interactions with community members on projects and programs moving forward.

Forest Park New User Public Involvement Overview

Design + Culture Lab will integrate New Users into the design, preferences, and decision-making process of the overall project, using collaborative design solutions. Working in coordination with Dangermond Keane, D+CL will lead the following:

- Outreach and relationship building with New User groups and communities;
- Design collaborative and interactive engagement strategies that
 - Prioritizes visual learning and communication for people of many backgrounds;
 - Recognizes and celebrates peoples' experiences that increase the diversity and inclusion in public spaces; and
 - That affirms a sense of belonging and ownership to ensure that New Users are welcomed by the City, the Park, and any new public facility that is constructed at the site;
- Co-execute collaborative and interactive engagement strategies with PP&R staff (determined in coordination with PP&R staff through the duration of the project);
- Collect and distill authentic input and experiences relevant to park design for use by Dangermond Keane and PP&R;
- Develop a Forest Park Ambassador concept that establishes continued support from community members who were engaged via outreach activities; and
- Support a "warm hand off" of Forest Park Ambassadors and New User groups at the completion of D+C Lab's portion of engagement on the project.

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Collaborative and Interactive Engagement

D+C Lab offers engagement design solutions can include, but do not limit the project's collective creativity:

- Mobile interactive input stations/kiosk that go to where people already are in other popular parks or open spaces;
- Emphasis on storytelling and people's experiences that affirm their sense of belonging and culture;
- Visual aides that depict universal concepts of recreation, as well open and public space - allowing participants to give meaningful insights regardless of age or backgrounds;
- "Soundscape" activities that allow people to explore different expressions of Forest Park through their auditory senses;

Forest Park Ambassadors

D+C Lab proposes to develop an Ambassador role that allows New Users who participate in any of the above activities, to continue to plug into ways to support park entrance design and development. Ambassadors are people who even at the casual level attend an event, give input, or provide a deeper level of personal experience. Ambassadors receive regular communication about opportunities to stay involved in site design and planning, and tell family and friends about those opportunities. Ambassadors also receive incentives such as aquatic passes, PP&R schwag, and access to programs and services

Project Timeline (dates to be coordinated with master work plan)

June 2016

- Finalize and agree on New User Engagement Proposal
- Begin outreach and conduct community opportunity assessment (i.e. which groups are interested and available to engage during project input period)

- Design and test interactive engagement methods (in coordination with PP&R)
- Develop and launch Forest Park Ambassador concept

July 2016 to August 2016

- Conduct at least 4 Community Engagements/Activities (potential for mobile or “go to where folks are” methods)
- Introduce and assist PP&R in building relationships with New User groups

September to November 2016

- Design and execute at least 4 engagement/activities that present and bring back feedback about three (3) potential concepts developed from previous engagement (“did we hear you correctly” check in)
- Collect and distill input from these activities
- Build relationships with New User groups and encourage participants to become Forest Park Ambassadors

December 2016 to January 2017

- Design and execute a presentation and input session of the final preferred concept
- Continued education and outreach to New User groups about the final preferred concept
- Initiate Ambassadors to encourage their networks to learn more about the final preferred concept.

February 2017

- Finalize input and deliver engagement reporting.

Project Outcomes

By empowering communities to claim park resources as their own and to engage in the decision-making process for programming and design, Portland Parks & Recreation will gain collaborators which will result in keeping the park well-attended, safe, and well maintained. This collaborative process will allow Portland Parks & Recreation to learn more about the diverse needs of ever-changing cultural groups and their values within Forest Park. This could be a great opportunity to more accurately match cultural groups with available park resources. Design + Culture Lab will assist the Portland Parks & Recreation project team to design the public involvement strategy This innovative engagement process will work closely with the design team while leveraging art to create a meaningful involvement that will directly influence aspect of the welcome center.

Considerations :

- Access is as much about economics and cultural patterns of park use as circulation and transportation; thus, income and visitation patterns must be taken into considerations when providing access for all social groups.
- Accommodating the difference in the ways social classes and ethnic groups use and value public sites is essential to making decisions that sustain cultural and social diversity.
- Symbolic ways of communicating cultural meaning are an important dimension of place attachment that can be fostered to promote cultural diversity.

By collaborating with the community, it’s possible to:

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- Understand community ecological aspiration and values.
- Learn more about community needs and barriers to using the park facility.
- Learn about the locality and community.
- Share perspectives
- Find out about differences as well as similarities
- Ultimately create new solutions that draw upon a wider range of ideas

Stakeholder List

Target Audience - Design + Culture Lab

- Communities of color
- Low income
- Immigrants
- Refugees

Stakeholder Outreach - Provided by Portland Park and Recreation.

- Linnton Neighborhood Association
- Northwest Industrial Neighborhood Association
- Portland Freight Committee
- Connect Oregon
- Audubon
- Friends of Forest Park
- Roosevelt High School
- University of Portland
- Bicyclists
- Skyline Elementary
- Chapman Elementary

Draft Forest Park Ambassadors List - Design + Culture Lab, LLC

- African American Outdoor Association
- African American Health Coalition
- Soul River
- Groundwork Portland
- Verde
- Latino Outdoors
- Latino Network
- APANO
- Immigrant & Refugee Community Organization (IRCO)
- Black Parent Initiative (BPI)
- Portland Indian Leader's Roundtable
- ONABEN
- NAYA
- Community Cycling Center
- Audubon (Board Equity Committee and East Portland Outreach Programs)
- The International School of Portland
- Portland Environmental Professionals of Color
- Mujeres en Movimiento
- PFLAG Portland Black Chapter
- Asian Pacific Islander Pride
- Vietnamese Community of Oregon
- Slavic Coalition

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Site Responsibility Matrix

Forest Park Entrance & Nature Center

Dangermond Keane Architecture

9-Jun-16



Key:

- Primary responsibility and documentation
- Provides review and input

Architect (DKA)
 Civil Engineer (KPFF)
 Landscape Architect (Walker Macy)
 Structural Engineer (Equilibrium)
 Mechanical/Plumbing (PAE)
 Electrical Engineer (PAE)
 Lighting Designer (Biella)
 Geotechnical Engineer (By Owner)
 Portland Parks & Rec (Owner)
 Arboriculturalist (Teragan)
 Traffic Engineer (Iancaster)
 Permitting Planner (WinterBrook)
 Interpretive Designer (Ancona)

Comments/Clarifications

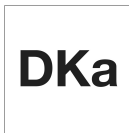
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Above grade structures demolition - plans and specs														
Site clearing and demolition - plans and specs														
Earthwork spec														
Pipe trenching & backfill specifications and details														
Construction fence - plan (spec. in Division 1, by Owner)														
Excavation or pad grading - plan + spec.														
Utility relocation - plan only														
Details, specs., profiles for relocated utilities														
Site layout and fine grading - vehicular areas and building location														WM will carry site layout and grading through DD and pass vehicular layout to KPFF at CD. WM will document from the back of curb for CDs.
Site layout and fine grading - landscape and pedestrian areas														
On-grade stairs and plazas - plans + grades, dets., specs.														
Loose planters (including free-standing planters for trees)														
Site furniture - lg. scale plans + dets. & specs.														
Special finishes, joint patterns - details & specs														
Vehicle paving - plans, details and specs														
Irrigation - plans, details and specs														
Site lighting - fixture selection, calcs, design, quantities														
Site lighting - plans, details and specs														
Retaining walls over 30" high - plans, dets., specs.				*										Retaining wall design and detailing by Walker Macy - asterisk indicates who does calculations and primary review
Retaining walls 30" or lower, site stairs - plans dets., specs.		*												
Planting, topsoil - plans, dets., specs.														
Curbs, sidewalks, standard sitework const. - dets., specs.														WM will carry site layout and grading through DD and pass vehicular layout to KPFF at CD. WM will document from the back of curb for CDs.
Area drain inlets - dets., specs.														

Site Responsibility Matrix

Forest Park Entrance & Nature Center

Dangermond Keane Architecture

9-Jun-16



Key:

- Primary responsibility and documentation
- Provides review and input

Architect (DKA)
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Comments/Clarifications

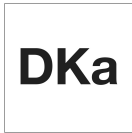
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Site drainage inlets - loc., dets., specs.														
Storm hydrology & system hydraulics														
Drainage piping within building														
Drainage piping outside of building														
Site subsurface drains - plans, dets., specs.														
Structural subsurface drains - plans, dets., specs.														
Bollard details														
ADA & auto ramps at street curb - plans and details		*												ADA ramps by KPFF in ROW. Driveway or auto ramps by KPFF
New utility services - plan only														
New utility services - dets., profiles, specs. for:														
natural gas or LPG lines + tanks														KPFF - Site layout only. Lines up to meter by NW Natural
sanitary sewers and laterals														
water mains, hydrants, services														
chilled and hot water service														KPFF - Site layout only.
telephone and communications conduits														KPFF - Site layout only.
communications cables/service/interface with utility														
fire alarm														
security systems														
power														
Pavement striping and std. vehicular signs - plan, dets., specs.														
Sanitary Sewer Lift Stations														
Planters, integral with building, over occupied spaces														
Planters, planting and irrigation														
Planting / irrigation / soils, etc.														

Site Responsibility Matrix

Forest Park Entrance & Nature Center

Dangermond Keane Architecture

9-Jun-16



Key:

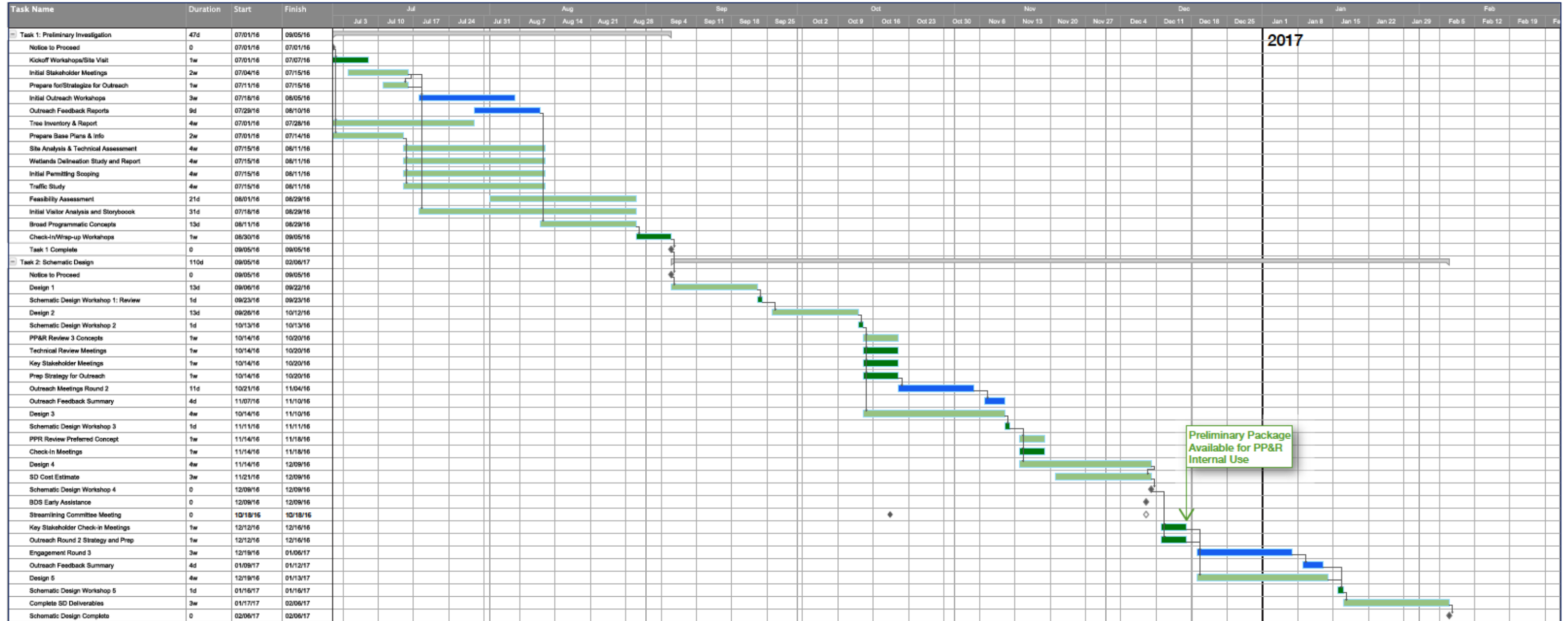
- Primary responsibility and documentation
- Provides review and input

	Architect (DKA)	Civil Engineer (KPFF)	Landscape Architect (Walker Macy)	Structural Engineer (Equilibrium)	Mechanical/Plumbing (PAE)	Electrical Engineer (PAE)	Lighting Designer (Biella)	Geotechnical Engineer (By Owner)	Portland Parks & Rec (Owner)	Arboriculturalist (Teragan)	Traffic Engineer (lancaster)	Permitting Planner (WinterBrook)	Interpretive Designer (Ancona)	Comments/Clarifications
Containers: design / detail / documents														
Interpretive elements - in building														
Interpretive elements - on site														
Exhibit lighting - Design														
Exhibit lighting - documentation														
Bird friendly design														
Traffic Study														
Tree Inventory														

General Notes:

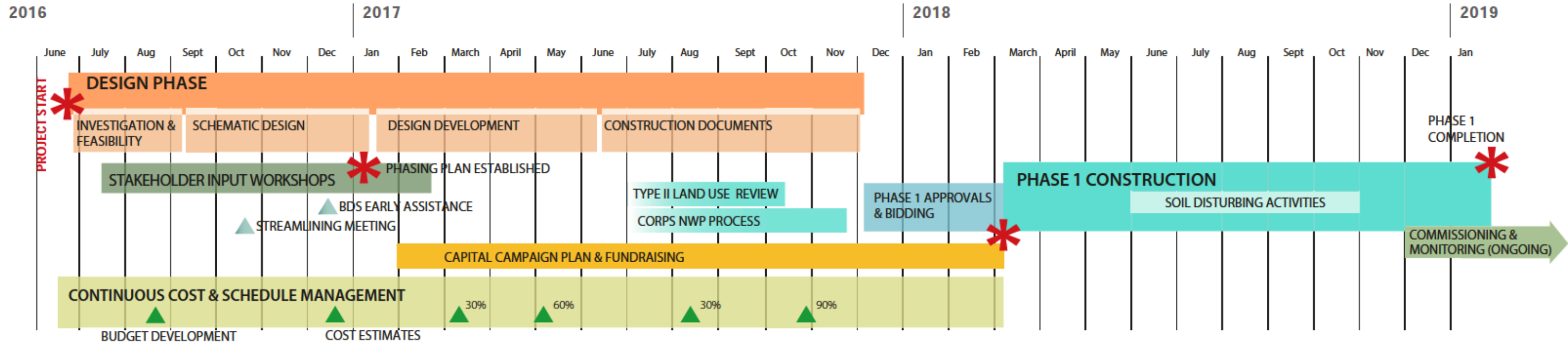
1. All specifications will derive from City of Portland standard specifications
2. City of Portland will provide spec outline
3. Portland Parks & Rec and Architect will review all plan sets

Forest Park Entrance & Nature Center Project Schedule through Schematic Design



Preliminary Package Available for PP&R Internal Use

Project Workplan and Schedule



TASK 1

- INVESTIGATION & FEASIBILITY**
- Review Existing Conditions, Documents and Reports
 - Confirm Vision and Goals
 - Define Project Detailed Requirements (Program)
 - Traffic Analysis & Report
 - Tree Assessment & Report
 - Sustainable Design/LEED Charette & Commissioning Planning
 - Strategize Public Outreach
 - Visitor Profile Synthesis of Research
 - Interpretive/Visitor Experience Plan Development
 - Initial Capital Campaign Fundraising Assessment and Preview
 - Develop Initial Budget Model
 - Weekly Team Management Meetings
 - Bi-Weekly User Meetings
 - Initial Stakeholder & Community Engagement Workshops

TASK 2

- SCHEMATIC DESIGN**
- Review and Update Schedule
 - Develop and Review Initial Alternative Concepts
 - Schematic Design Development
 - Fundraising Plan Development
 - Consultant/Engineering Recommendations
 - Ongoing Sustainable Design Integration
 - Develop Phasing Plan
 - Schematic Cost Estimate for Preferred Plan and Phasing Options
 - Develop Permitting Plan
 - Create Illustrative Renderings
 - Land Use Pre-application Meeting
 - Interpretive Plan/Visitor Experience Finalized
 - Weekly Team Management Meetings
 - Bi-Weekly User Meetings
 - Stakeholder & Community Engagement Workshops

TASK 3

- PHASE 1 DESIGN DEVELOPMENT**
- Review and Update Schedule
 - Design Development
 - Interpretive Elements Design Development
 - DD Cost Estimate and Ongoing Management
 - Value Engineering and Reconciliation
 - Ongoing Sustainable Design Integration
 - Ongoing Permitting and Review Management
 - Land Use Application Package
 - Fundraising Package/Materials Finalized
 - Weekly Team Management Meetings
 - Bi-Weekly User Meetings
 - Early AHJ Reviews if Appropriate

TASK 4

- PHASE 1 CONSTRUCTION DOCUMENTS**
- Management and Coordination of the Work
 - Construction Document Development
 - CD Cost Estimate
 - Value Engineering and Reconciliation
 - Ongoing Sustainable Design Integration
 - Permits For Early Packages
 - Bi-Weekly Team Management Meetings
 - Twice-Monthly User Meetings

TASK 5

- PHASE 1 CONSTRUCTION ADMINISTRATION**
- RFI, Submittal, and Mockup Review and Processing
 - Energy Incentive and Leed Documentation and Coordination
 - Regular Team Management Meetings
 - Twice-Monthly User/CM Meetings
 - Weekly Site Visits
 - Closeout

Forest Park Entrance and Visitor Center

Exhibit B: Fee Schedule

9-Jun-16

		Task 1:	Task 2: Schematic	Task 3: Design	Task 4:	Task 5: Bidding,		MWESB
		Investigation and	Design and Phasing	Development	Construction	Construction	Total	% of
		Feasibility			Documents	Admin & Closeout		Total
Basic Services								
Architecture & Project Management	Dangermond Keane Architecture	\$ 40,000	\$ 85,000	\$ 94,000	\$ 190,000	\$ 110,000	\$ 519,000	31.7%
Landscape Architecture	Walker Macy	\$ 18,000	\$ 47,000	\$ 44,000	\$ 47,000	\$ 20,000	\$ 176,000	
MEP Engineering	PAE Engineering	\$ 5,000	\$ 24,000	\$ 38,000	\$ 67,000	\$ 39,000	\$ 173,000	
Structural Engineering	Equilibrium Engineers	\$ 2,500	\$ 10,000	\$ 12,000	\$ 35,000	\$ 20,000	\$ 79,500	4.9%
Civil Engineering	KPFF Civil	\$ 11,700	\$ 33,480	\$ 50,200	\$ 72,660	\$ 32,220	\$ 200,260	
		\$ 77,200	\$ 199,480	\$ 238,200	\$ 411,660	\$ 221,220	\$ 1,147,760	
Added Services								
Cost Management	DCW Cost Management	\$ 3,300	\$ 15,000	\$ 10,500	\$ 12,500	\$ -	\$ 41,300	2.5%
Energy & Sustainability	PAE Engineering	\$ -	\$ 7,250	\$ 9,610	\$ 9,610	\$ 7,890	\$ 34,360	
Lighting Design	Biella Design	\$ -	\$ 3,500	\$ 13,000	\$ 23,000	\$ 5,500	\$ 45,000	2.7%
		\$ 3,300	\$ 25,750	\$ 33,110	\$ 45,110	\$ 13,390	\$ 120,660	
Specialty Consultants								
Interpretive/Experience Design	Ancona & Associates	\$ 45,000	\$ 45,000	\$ 67,500	\$ 70,000	\$ 15,000	\$ 242,500	14.8%
Fundraising	The Collins Group	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Outreach + Facilitation	Design + Culture Lab	\$ 8,700	\$ 18,250	\$ 23,750	\$ -	\$ -	\$ 50,700	3.1%
Traffic Engineering	Lancaster Engineering	\$ 11,500	\$ -	\$ -	\$ -	\$ -	\$ 11,500	0.7%
Land Use Planning and Permitting	Winterbrook Planning	\$ 6,450	\$ 5,000	\$ 18,000	\$ 5,500	\$ -	\$ 34,950	2.1%
Wetlands Delineation	Winterbrook Planning	\$ 15,170	\$ -	\$ -	\$ -	\$ -	\$ 15,170	0.9%
Arboricultural	Teragan & Associates	\$ 4,375	\$ 4,375	\$ 5,250	\$ -	\$ -	\$ 14,000	
		\$ 91,195	\$ 72,625	\$ 114,500	\$ 75,500	\$ 15,000	\$ 368,820	
		\$ 171,695	\$ 297,855	\$ 385,810	\$ 532,270	\$ 249,610	\$ 1,637,240	63.5%
Reimbursable Expenses - Outreach		\$ 500	\$ 3,500	\$ 4,000	\$ -	\$ -	\$ 8,000	
Other reimbursable expenses:		\$ 1,500	\$ 3,000	\$ 3,000	\$ 3,500	\$ 5,000	\$ 16,000	
							\$ 1,653,240	