

DESIGN SERVICES CONTRACT

CITY OF PORTLAND

CONTRACT NUMBER 30008449

PROJECT TITLE

NORTH PARK BLOCKS EXTENSION

As authorized by [Ordinance _____ and] Portland City Code 5.68.035, this Design Services Contract (“Contract”) is entered into by and between the City of Portland (“City,” or “Bureau”) and PLACE Studio, LLC ABN PLACE (“Consultant”).

Effective Date and Term

This Contract shall commence on the Effective Date, July 1, 2023 and shall continue in full force and effect until December 31, 2026 or such other date on the Contract is terminated or extended pursuant to the terms of this Contract (“Term”).

Consideration

- (a) City agrees to pay Consultant a sum not to exceed One Million Three Hundred Sixty-Seven Thousand Seventy-Four Dollars (\$1,367,074.00) to complete the work in accordance with the Statement of Work (SOW), attached hereto as Exhibit A.
- (b) Payments shall be made in accordance with the Compensation section, attached hereto as Exhibit B.

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CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): PLACE Studio, LLC ABN PLACE
Address: 735 NW 18th Ave., Portland, Oregon 97209

- Business Designation (check one):
- Individual
 - Sole Proprietorship
 - Partnership
 - Corporation
 - Limited Liability Co (LLC)
 - Public Service Corp.
 - Government/Nonprofit

Payment information will be reported to the IRS under the name provided above. Information must be provided prior to contract approval.

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TERMS AND CONDITIONS

1) Standard of Care

In providing services under this Contract, the Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant’s profession, practicing in the same or similar locality and under similar circumstances (the “Standard of Care”).

2) Effect of Expiration

Expiration of the Term shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or uncorrected defect in performance.

3) Order of Precedence

This Contract consists of these Terms and Conditions, the SOW, all Exhibits, and the City’s RFP and Consultant’s Proposal. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- (a) Amendments executed by the parties after Contract award;
- (b) This form Contract as executed by the Parties, including all Exhibits;
- (c) RFP Requirements as set forth in City's RFP, including without limitations all Exhibits and any Addenda; and
- (d) Consultant’s Proposal in response to the RFP, including without limitation, to all supplementary materials.

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 shall be effective immediately upon City’s delivery of a written notice of termination to Consultant.

- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not timely cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the nature of the alleged breach, its intent to terminate, and provide fifteen (15) calendar days within which 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 date of the termination notice. No other costs or loss of anticipated profits shall be due or payable.
- (b) If the City justifiably terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity subject to limitations in this Contract. In addition, Consultant shall pay the City for the costs to defend any claim, and all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant terminates the Contract pursuant to subsection 4(b), the Consultant's sole remedy shall be payment for work completed prior to date of City's receipt of the termination notice. No other costs, loss of anticipated profits or consequential damages 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 completed prior to the date of termination shall be deemed the property of the City and copies and/or data shall be immediately released to 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 consent, the Consultant shall remain responsible for full performance hereunder. The Consultant agrees that if subconsultant(s) are employed in the performance of the SOW under this Contract, both Consultant and any subconsultants remain subject to the requirements of ORS Chapter 656, Workers' Compensation.

7) Compliance with Applicable Laws; Funding Requirements

Consultant shall perform all services in accordance with all applicable federal, state, and local laws and regulations, including without limitations tax laws and terms and conditions incident to receipt of any grant funds. Consultant represents and warrants that it is and will remain in compliance with all laws and expressly represents that it is and shall remain in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations during the Term of this Contract.

8) Respectful Workplace Behavior

The City 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 of the City as well as consultants, vendors or contractors who provide services to the City. Consultant warrants its compliance with the terms and conditions of HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>.

9) 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 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 sole negligence or misconduct of the City. This duty shall survive the expiration or termination of this Contract or final payment hereunder.

The indemnity obligations of Consultant under this Contract will not in any way be affected or limited by the absence of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation under insurance policies affecting this Contract.

Consultant's indemnity obligations are in addition to any other rights or remedies available under this Contract, or in law or in equity to the City. In the event of any claim or demand made against any party entitled to indemnification hereunder, the City may in its sole discretion reserve, retain or apply any monies due to the Consultant under the Contract to resolve such claims; provided, however, that the City may release such funds if the Consultant provides the City with adequate assurance of the protection of the City's interests. The City shall determine in its sole discretion of the adequacy of such assurances.

10) Insurance

Consultant shall obtain and maintain in full force at Consultant's sole cost and expense, throughout the Term and any contract 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 applicable coverage for all subject workers.

Required and attached // Certified statement of exemption (i.e., completion of Independent Contractor Certification Statement or similar)

- (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 contractually require its Subconsultants to acquire and maintain in effect until full performance of their Work under this Contract, insurance equal to the minimum coverage limits required above.

11) Ownership of Work Product

Subject to complete payment to Consultant as required under the terms of the Contract, all work product produced by the Consultant under this Contract shall become the exclusive property of the City upon payment in full to Consultant as set forth in this Contract. "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. City's alteration of Consultant's Work Product or its use by City for any other purpose shall be at City's sole risk.

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.

12) Business Tax Registration

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

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 either party to enforce any provision of this Contract shall not constitute a waiver by such party of that or any other provision.

16) Errors

The Consultant shall, without cost to the City, promptly correct errors or omissions related to the services required by this Contract.

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; Minor Amendments

Any changes to the provisions of this Contract's dollar amount, must be made by written amendment and approved by the Chief Procurement Officer or City Council to be valid. Any other changes to the provisions of this Contract, including changes to the scope of work, key personnel, Subconsultants or other changes, must be made by written amendment and approved as pursuant to PCC 5.68 and the PTE Manual.

- (a) Amendment of the Contract. Any material change(s) to the provisions of this Contract shall be in the form of an Amendment. A "material change" means a change that increases risk to the City, or that increases the cost of the Contract to exceed the Contract Price. Amendments must be in writing, must be approved as to form by the City Attorney, and must be executed in writing by authorized representatives of the Parties. Any proposed material amendment to this Contract that does not meet the requirements of this section will be deemed null, void, invalid, non-binding, and of no legal force or effect. "Material Amendment" does not mean a Minor Amendment as described in (b) below and does not mean an administrative change which the City may effect unilaterally. An administrative change means a written Contract change that does not affect the substantive rights of the Parties.
- (b) Minor Amendments to Contract or Change Orders to a Statement of Work. The City and Consultant may make minor changes that do or do not impact the substantive rights or obligations of the Parties but that are not material amendments. Minor Amendments shall be made through the use of a Change Order that modifies a Statement of Work or Task Order. Following mutual approval of the Change Order, the parties will update the SOW to reflect changes to the description of services and any resulting changes to the timeframe of deliverables.

19) 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.

20) Payment to Vendors and Subconsultants

The Consultant shall timely pay all Subconsultants and suppliers providing services or goods for this Contract. If the Consultant fails to make timely payments to its Subcontractors, Subconsultants, or suppliers, the City is entitled to take any action permitted by law, including, but not limited to, the following:

- (a) Withhold all or part of any progress payment until Consultant makes payment;
- (b) Find that the Consultant is not a qualified bidder for future projects per the City's consideration of the Consultant's record of past performance pursuant to ORS 279C.110(3);
- (c) Directly make payment to the Subcontractor, Subconsultant, and supplier who has not received proper payment; and
- (d) Terminate the Contract for and Event of Default as provided herein.

21) Access to Records and Audits

- (a) The Consultant and its subconsultants and suppliers shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. The Consultant and its subconsultants shall maintain all other records necessary to clearly document their performance of the work and any claims for additional compensation or requests for additional contract time arising from or relating to their performance under the Contract.
- (b) The Consultant shall include in its subcontracts, purchase orders and all other written agreements a provision requiring all subconsultants, material suppliers, providers of rented operated equipment and persons submitting cost or pricing data according to the term of a contract, at all tiers, to comply with this section.
- (c) The City and its authorized representatives shall have timely access to, and an opportunity to inspect, examine, copy and audit all books and records relating to the Contract, for any reason, upon reasonable notice.
 - i) Such books and records shall be maintained by the Consultant and all subconsultants, suppliers and persons with cost or pricing data for a minimum period of six (6) years from the date of Final Payment under the Contract, or until the conclusion of any audit, controversy, litigation, dispute or claim arising out of, or related to, the Contract, whichever is longer.
 - ii) The Consultant and all subconsultants, suppliers, and persons with cost or pricing data shall maintain all records in such a manner that providing a complete copy is neither unreasonably time consuming nor unreasonably burdensome for the Consultant or the City. Failure to maintain the records in this manner shall not be an excuse for not providing the records.
 - iii) The Consultant and all subconsultants, suppliers, and persons with cost or pricing data shall produce all such books and records in Portland, Oregon, regardless of whether the records are produced pursuant to this provision of the Contract or as a result of a claim, litigation, arbitration or other proceeding. The Consultant or a subconsultant, supplier, or other person may produce the books and records elsewhere if it fully compensates the City for the reasonable costs of travel to and from the place where the records are produced and the reasonable cost of any employee's time in having to travel.
- (d) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

22) Electronic Signatures

The City and Consultant may conduct this transaction, including any Contract amendments, by electronic means, including through the use of electronic signatures.

23) Merger Clause

This Contract, and the Contract Documents identified at Section 3 above shall be deemed to encompass the entire agreement of the parties and supersede all previous understandings and agreements between the parties, whether verbal or written.

24) 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. For any claim or dispute that is subject to mediation under this section, the statute of limitations and statute of repose shall not begin to run until the time period set forth in Section 30 below or upon the conclusion of mediation, whichever is later. 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.

25) 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.

26) Consultant's Key Personnel: / Applicable / Not Applicable

If applicable, the Consultant shall assign the Key Personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change Key Personnel without the prior written consent of the City, which shall not be unreasonably withheld. Notwithstanding anything to the contrary herein, Consultant shall, within 30 (thirty) days of receipt a request from the City replace any Key Person who is not meeting City performance requirements.

The Consultant agrees that the primary personnel assigned to perform the services shall be listed in in the Statement of Work and Consultant shall not change such personnel without the prior written consent of the authorized representative of the City as designated in the SOW. The City will enforce all social equity contracting for Disadvantaged, Minority, Women, Emerging Small Business and Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE) Subconsultant commitments submitted by the Consultant in its proposals. Failure to use the identified D/M/W/ESB/SDVBE Subconsultants without prior written consent is a material breach of contract.

27) Third Party Beneficiaries

There are no third-party beneficiaries to this Contract. Enforcement of this Contract is reserved to the parties.

28) Conflict of Interest

Consultant hereby certifies that, if applicable, its Contract proposal was 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), and that the Consultant as a proposer competed solely on its own behalf and 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) are not City officials/employees or a relative of any City official/employee who:

- (a) has responsibility in making decisions or ability to influence decision-making on the Contract or project to which this Contract pertains;
- (b) has or will participate in evaluation or management of the Contract; or
- (c) 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.

29) Contractual Statute of Limitations/Statute of Repose for Design Services Claims

The statute of limitations applicable to Design Services provided pursuant to this Contract shall be 2 years from the date of final completion of the project. The statute of repose applicable to Design Services provided pursuant to this Contract shall be 10 years from Final Completion of the project. The statute of limitations and statute of repose set forth herein shall not begin to run until the project reaches Final Completion, regardless of discovery of any condition, act, error, or omission. This provision shall be included in any Subconsultant agreement executed by the Consultant for the performance of services.

30) Notices and Communications

All notices and other communications concerning this Contract shall bear the Contract number assigned by the City. Notices and other communications may be delivered personally, by facsimile, email, by regular, certified or registered mail or other commercial delivery service. A notice to the City will be effective only if it is delivered to that person designated in writing in either:

- (a) the Notice of Award of this Contract,
- (b) the Notice to Proceed under this Contract, or
- (c) to another individual specifically designated by this Contract.

A notice to the Consultant shall be effective if it is delivered to the individual who signed this Contract on behalf of Consultant at the address shown with that signature, to a corporate officer if Consultant is a corporation, to a general partner if Consultant is a partnership, or to another individual designated in writing by the Consultant in the Contract or in a written notice to the City.

31) Safety

Consultant shall ensure that all Work is performed in a safe manner protective of workers and the environment. Accordingly, Consultant shall maintain in place a safety plan that provides for compliance with all safety laws and regulations in effect during the Term. **Consultant shall bear the cost of compliance with its safety plan. The City agrees to increase Consultant's compensation only in the event of a change of law that directly and actually results in an increase in Consultant's costs of compliance with the new law. The City reserves the right but not the obligation to issue a "halt work" order in the event of a potential life safety risk as determined at the City's discretion.**

32) Access to Facilities

Consultant agrees that Consultant's physical or remote access to City facilities shall be subject to the security interests and health controls necessary to protect public property, City employees and the public. The City shall not be liable for any delays necessary in granting Consultant access to any portion of the facilities or systems.

33) Force Majeure

- (a) If a Force Majeure Event occurs, the Party that is prevented by that Force Majeure Event from performing any one or more obligations under this Contract (the "Nonperforming Party") will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party's inability to perform those obligations is not due to its failure to take reasonable measures to

protect itself against the event or circumstance giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under section 33(c).

- (b) For purposes of this Contract, "Force Majeure Event" means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Contract, except that a Force Majeure Event will not include a strike or other labor unrest that affects only one Party, an increase in prices, or a change in law.
- (c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Contract.

34) Attachments

The following attachments are incorporated into this Contract.

- (a) Exhibit A – Statement of Work
 - (b) Exhibit B – Compensation
 - (c) Exhibit C – Consultant's Rates
 - (d) Exhibit C1 – Consultant's Work Plan – Cost for Services
 - (e) Exhibit D – Sample Change Order
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CONSULTANT SIGNATURE:

Consultant represents that Consultant has had the opportunity to consult with its own independently selected attorney in the review of this Contract. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Contract.

This Contract constitutes the entire agreement between the City and Consultant and supersedes all prior and contemporaneous proposals and oral and written agreements, between the Parties on this subject, and any different or additional terms on a City purchase order or Consultant quotation or invoice.

The Parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

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.

IN WITNESS WHEREOF, the Parties hereby cause this Contract to be executed.

I, the undersigned, agree to perform work outlined in this Contract in accordance to the Terms and Conditions and the Statement of Work (Exhibit A); 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 Chapters 5.33.076 and 5.33.077 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600

CONSULTANT: **PLACE Studio, LLC ABN PLACE**

BY: _____ Date: _____

Name: _____

Title: _____

CONTRACT NUMBER: 30008449

CONTRACT TITLE: NORTH PARK BLOCKS EXTENSION

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: _____

Exhibit A – Statement of Work
Statement of Work

Consultant’s and City’s Project Manager for this Contract are:

For City of Portland:	For Consultant:
Name: Gary Datka	Name: Jocelyn Bates
Title: Project Manager	Title: Project Manager
Address: 1120 SW 5th Ave, Suite 858	Address: 735 NW 18 th Ave.
City, State: Portland OR 97204	City, State: Portland, OR 97209
e-mail: gary.datka@portlandoregon.gov	e-mail: jocelyn.bates@place.la
Copy to: Elizabeth Specht	
Elizabeth.specht@portlandoregon.gov	

1. SCOPE OF WORK

Consultant agrees to provide all of the Design Services described below on an ongoing basis in support of, and in conformance with, the time frames described in the Request for Proposals.

The Consultant will provide planning and design of urban parks, successful public spaces, and multi-modal infrastructure for the following Professional design services:

- 1.1. Landscape Architecture
- 1.2. Architecture
- 1.3. Civil, Structural, Traffic
- 1.4. Community engagement and communications consulting
- 1.5. Horticultural and arboricultural services
- 1.6. Land use review, Right-of-Way, and site development permitting
- 1.7. Project cost estimating
- 1.8. Construction document preparation,
- 1.9. Construction administration services, and
- 1.10. Other services as described in the Technical Requirements and Deliverables section
- 1.11. The Consultant will design and construct Site 1 and design Site 2 to 30% completion, providing a cohesive, signature park that balances the needs of the neighborhood with those of the greater region offering compelling recreational amenities as well as areas for respite and contemplation in an urban park setting.
- 1.12. The elements for Sites 1 and 2 may include amenities such as gathering and picnic spaces, flexible recreational spaces and courts, skate spots, overhead structures, and the regional multi-use green loop corridor terminating at a bridge abutment of anticipated future expansion all centered in a dense urban mixed-use development within the central city. Determination of the specific field and programming elements will be part of the planning and public participation process.
- 1.13. The construction contracting method for Site 1 is anticipated to be a standard Invitation to Bid (ITB), low bid contracting through the City’s Procurement unless the complexity of park improvements warrants an alternative contracting method, Construction Manager/General Contractor (CM/GC). Site 2 will be built separately via the CM/GC contracting method at a future date to be determined.

2. DELIVERABLES AND SCHEDULE:

- 2.1. Design Team
 - 2.1.1. Consultant to assemble an experienced, landscape architect-led, multi-disciplinary team that is committed to a creative, equitable, and collaborative process.
 - 2.1.2. Team members should have expertise in landscape architecture, urban design, community engagement and communications, active transportation, recreation planning, and engineering which may include civil, traffic, and structural.
 - 2.1.3. Expertise in electrical and lighting design are also desired.
 - 2.1.4. Additional expertise desired includes land use permit application and process; construction cost estimating; and arborist services.
 - 2.1.5. Each discipline should be experienced working in dense urban contexts and with broad constituent groups
 - 2.1.6. Crime Prevention Through Environmental Design (CPTED) experience is required.
 - 2.1.7. Consultant to ensure that their project team possesses the experience and expertise to address the following project characteristics:

Exhibit A – Statement of Work

- 2.2. Design Excellence - To create a rich visitor experience, the design must:
 - 2.2.1. balance the park's importance to the neighborhood with its value as a large regional open space,
 - 2.2.2. confirm the master plan ideas and, if warranted, supplement with current trends and community input,
 - 2.2.3. create a high-quality design with reasonable maintenance requirements,
 - 2.2.4. balance active and passive recreation goals,
 - 2.2.5. link to existing park blocks with new, meaningful connections, provide open recreation areas,
 - 2.2.6. meet tree canopy and Urban Forestry requirements,
 - 2.2.7. consider the integration of public art in a way that is meaningful to the neighborhood, and
 - 2.2.8. create a sense of place using thoughtful details, adjacencies, and the inclusion of the neighborhood.,
 - 2.2.9. Create design principles that carefully integrate the Green Loop into the park, without compromising programming, and that guide future development of the North Green Loop, as depicted in the Broadway Corridor masterplan.

- 2.3. Community Engagement
 - 2.3.1. Consultant-led community engagement with oversight from PP&R's Community Engagement team for both sites should include all relevant stakeholders, Prosper Portland's Broadway Corridor team, Willamette University – PNCA, and other PP&R staff as selected by the Owner. The community outreach effort will need to be extensive and flexible, conducted in a thoughtful and creative manner to ensure all stakeholders are able to participate in a meaningful way throughout the design process. Engagement work should consider who lives, works, and plays near the park today and who will in the future, since this design work will benefit a major new residential and commercial zone that is not yet developed.
 - 2.3.2. The PP&R Community Engagement staff will oversee the community engagement process, including approval of the overall community engagement plan, strategies for each phase of engagement, and all consultant-created outreach materials, including meeting agendas, in advance of sharing with the community. PP&R will update the PP&R project webpage and PP&R social media accounts with content provided by the consultant.
 - 2.3.3. The Consultant will propose the format and type of event that would best meet the project's engagement goals, as well as cite successful experience with similar events. The Consultant will lead the planning for all engagement events and advisory committee meetings, staff and facilitate these meetings and events, and provide summaries following each. The Consultant will generate all materials for outreach such as postcards, flyers, email announcements, and surveys, following standards and templates provided by PP&R. The Consultant will maintain and update a contact list for interested community members throughout the engagement process and provide to PP&R upon completion of the project.
 - 2.3.4. Engagement strategies should include consideration of how to remove barriers to participation for community and how to strengthen engagement with communities historically not present at the table. This could include, but is not limited to, stipends, childcare, meals, meeting locations, and translation. Electronic and print materials should meet best practices for accessibility. Consultant should anticipate need to provide translation of key project materials in up to six languages.
 - 2.3.5. All events should follow latest public health recommendations for COVID-19. The Consultant should be prepared to provide hybrid meetings for all engagement opportunities.
 - 2.3.6. The Consultant will provide community engagement and communications services through Design Development. PP&R Community Engagement staff will manage construction communications and opening celebrations.

- 2.4. Security and Maintainability
 - 2.4.1. When complete, Sites 1 and 2 will be fully open to the public.
 - 2.4.2. A design priority will be the security and long-term maintenance for the Park and its features.
 - 2.4.3. The design of spaces must allow for easy and highly visible access for parks maintenance and safety personnel.
 - 2.4.4. Consultant to demonstrate how these outcomes can be achieved. PP&R operations and safety staff will be providing feedback throughout the project.

- 2.5. Public Art
 - 2.5.1. The appropriate type and location for existing and new Public Art will be a consideration at Site 1.
 - 2.5.2. The Regional Arts and Culture Council (RACC) will be managing the artist selection process, it is a project goal to incorporate art into the design of the park(s).
 - 2.5.3. The Consultant to collaborate with RACC on potential art locations within Site 1.
 - 2.5.4. Locations for Public Art on Site 2 shall be studied to 30% design with other Site 2 programming but will not have an artist selected as part of this project and will not be developed further in concept.

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- 2.6. City of Portland Sustainability, Equity and Green Building Policies
 - 2.6.1. All City of Portland capital projects and operations are guided by climate change, energy efficiency, sustainable procurement and social equity policies, and best practices.
 - 2.6.2. The Consultant is required to meet the intent of these policies where applicable.
 - 2.6.3. Examples of compliance with these policies and practices include energy efficient LED and International Dark Sky Association compatible lighting, locally sourced wood, recycled/reclaimed content, durable materials and a diverse project team.
- 2.7. The Consultant shall perform the tasks listed below for this project and shall be expected to work closely with designated City personnel to accomplish these goals. Once under contract, the decision to proceed with each major task will be solely the decision of PP&R Project Manager (PM).
 - 2.7.1. **Task 1: Preliminary Investigation and Feasibility Study – Sites 1 and 2**
 - 2.7.1.1. Kick Off Meeting with Portland Parks and Recreation (PP&R) and applicable Design Team Leads - A project kick-off meeting will be held with PP&R staff and Consultant's Team. The meeting will be used to review available data, communication channels, confirm required elements, goals, objectives, desired standards, and to confirm the project schedule and work plan for complete scope of work detailed here in.
 - 2.7.1.2. Work Plan - Prepare a work plan that details the successful Proposer's approach, team member's responsibilities, and a detailed project schedule.
 - 2.7.1.3. Base Plan - Develop a detailed base plan for the project site. Compile City-provided topographic surveys, as-builts, utility and ROW information, adjacent parcel information, and all other relevant information. Ensure Portland Bureau of Transportation (PBOT) Right-of-Way base plans for existing and future proposed streets are easily compatible and referenced. PP&R will provide these references.
 - 2.7.1.4. Traffic and Circulation Study - Analyze and provide a summary of existing traffic studies for the Site 2 Broadway Corridor and Green Loop planning projects. Indicate the entry and exit for all modes at the Sites 1 and 2, in context with surrounding developments. Develop options for review and discussion. Include consideration of applicable PBOT standards and Green Loop design guidance, as well as implications for successful visitor and maintenance circulation on each site. Provide a concept plan that reflects the multi-modal traffic circulation being incorporated into the rest of the project and connections to other adjacent parks.
 - 2.7.1.5. Technical Investigation of Existing Conditions -
 - 2.7.1.5.1. Site 1, Block 112: Assemble and review information regarding the site's physical conditions. Include key previous studies and plans, record drawings, historical park and neighborhood information, rights-of-way maps, utility information/easements, environmental conditions, ADA deficiencies, and transportation and utility system plans. Conduct a site reconnaissance tour to document existing conditions. Document the existing the North Park Blocks palette of park/ street furnishings, paving, and materials, as well as the condition of those items. Specific skills and experience required include sense-of-place analysis; connections to existing utilities, geotechnical and stormwater analysis, contamination-related BMP (Best Management Practices) as needed, visitor circulation, and applicable zoning and permitting review requirements.
 - 2.7.1.5.2. Site 2, USPS Site: Assemble and review Broadway Corridor Plan and Green Loop information. Confirm conditions and existing plans are accurate with to accomplish the stated goals. Provide list of study and/or information gaps that need to be addressed to further development. Information may be related to utilities, transportation, stormwater systems and any necessary geotechnical and survey data. Compile a series of development related questions utilizing the masterplan park design of the Broadway Corridor Plan,
 - 2.7.1.5.3. Upon conclusion of the Existing Conditions Assessment Task, a summary of opportunities and constraints shall be provided for both sites in a Technical Memo and Mapping document for review. Project schedule to be updated based upon findings from Task 1.4 Technical Investigation of Existing Conditions.
 - 2.7.1.6. Proposed Program Establishment and Feasibility Assessment and Summary
 - 2.7.1.6.1. Examine design elements and programs based on masterplan review and revise as warranted based on the Technical Investigation.
 - 2.7.1.6.2. Using project team's expertise, evaluate PP&R system gaps, spatial constraints, and review of urban park case studies to propose recreational program uses that are appropriate for future growth in the surrounding one mile.
 - 2.7.1.6.3. Create a project development feasibility report and program list to be shared and evaluated with PP&R staff and stakeholder groups.
 - 2.7.1.7. Community Engagement
 - 2.7.1.7.1. Lead thoughtful and inclusive Community Engagement meetings and events that support the development of the project and receive the support of the stakeholders involved.
 - 2.7.1.7.2. Project Advisory Committee (PAC)

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- 2.7.1.7.2.1. Recruit a project advisory committee following guidelines and best practices provided by PP&R. PP&R will participate in evaluation and selection of recommended PAC members, and the PP&R Director will appoint the committee members.
- 2.7.1.7.2.2. Conduct Project Advisory Committee Meeting #1 to provide a project orientation, establish ground rules and how decisions will be made, define roles and responsibilities of key team members, and set goals and outcomes for the committee. Provide meeting summary.
- 2.7.1.7.2.3. Conduct Project Advisory Committee Meeting #2 to present technical site analysis that provides supporting and decision-making information about the project direction, present conceptual siting and program diagrams, present and discuss potential themes and character, and receive PAC input. Refine all material as needed prior to Community Outreach Event #1. Provide meeting summary.
- 2.7.1.7.2.4. Conduct Community Outreach Event #1 to introduce the project to the general public, present technical site analysis that provides supporting and decision-making information about the project direction, present conceptual siting and program diagrams, present and discuss potential themes and character, and receive community input that would be most appropriate for each site. Refine all materials for PAC meeting #3 Provide event and community input summary.
- 2.7.1.8. Project Management and Coordination
 - 2.7.1.8.1. Including communication with design team, refining project schedule, monitoring the design team deliverables and schedule, providing written summaries of all meetings attended, monitoring invoices and budgets, and facilitating communication between PP&R and design team.
- 2.7.2. **Task 2: Schematic Design – Sites 1 and 2**
 - 2.7.2.1. Upon authorization from the PP&R PM, the Design Team will proceed with Schematic Design (SD) alternatives and preferred Schematic Design. Submittals are required at 100% SD.
 - 2.7.2.2. Schematic Design
 - 2.7.2.2.1. Develop three illustrated schematic design alternatives for PP&R and public input and review, each outlining a distinctly different project approach based on the outcomes of Task 1.
 - 2.7.2.2.2. Lead the project Public Involvement with support from PP&R throughout the Schematic Design process by providing professional-quality text and illustrative materials that clearly and concisely depict the design alternatives.
 - 2.7.2.3. Each of the three design alternatives are to fully address key goals and community needs while meeting the budget target set by PP&R, and also lend themselves to various budget scenarios that may evolve over the course of the project.
 - 2.7.2.4. Lead coordination and design review meetings with Prosper Portland staff and future developers for the Parcel 2 at the north end of Site 2.
 - 2.7.2.5. Work with the artist in the development of Schematic Design alternatives and preferred Schematic Design.
 - 2.7.2.6. Create an illustrated preferred schematic design concept based on PP&R and community review of the three schematic alternatives. The preferred schematic design is to include, at a minimum, the major site features, structures, utilities, stormwater management approach, rights-of-way improvements, pathway layout and materials design, and landscape development.
 - 2.7.2.7. Final Schematic Design drawings will include illustrating the preferred site plan including Site 1, Site 2, including Parcel 2 and other Green Loop connections and surrounding streets. Provide a drawing package that is adequately labeled for staff to review and comment along with the proposed site/street furnishings and materials product cutsheets or links. Each schematic element will be reviewed, and the Design Team should anticipate a comprehensive dialogue with project participants to assure high quality results.
 - 2.7.2.8. All drawings shall be suitable for inclusion in newsletters, on the project website, or other publications and should be illustrated and labeled in such a way that they are self-explanatory and able to be translated into up to five languages.
 - 2.7.2.9. Community Engagement
 - 2.7.2.9.1. Lead thoughtful and inclusive Community Engagement meetings and events that support the development of the project and receive the support of the stakeholders involved.
 - 2.7.2.9.2. Project Advisory Committee (PAC)
 - 2.7.2.9.2.1. Conduct Project Advisory Committee Meeting #3 to present refined siting and program diagrams, design concept alternatives, present and discuss refine themes and character, and receive PAC input.
 - 2.7.2.9.2.2. Refine all material as needed prior to Community Outreach Event #2.
 - 2.7.2.9.2.3. Provide meeting summary.
 - 2.7.2.9.3. Community Outreach Event
 - 2.7.2.9.3.1. Conduct Community Outreach Event #2 to present refined siting and program diagrams, design concept alternatives, present and discuss refine themes and character, and receive community input.
 - 2.7.2.9.3.2. Refine all material as needed prior to PAC #4.

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- 2.7.2.9.3.3. Provide event and community input summary.
- 2.7.2.9.3.4. Conduct Community Outreach Event #3 to present preferred design concept, present and discuss refine theme and character, and receive PAC input. Refine all material as needed prior PAC #5.
- 2.7.2.10. Cost Estimating
 - 2.7.2.10.1. Provide order of magnitude cost estimates for each of the three schematic design alternatives and the preferred concept including descriptions of estimate assumptions and risks.
- 2.7.2.11. Project Management and Coordination
 - 2.7.2.11.1. Including communication with design team, refining project schedule, monitoring the design team deliverables and schedule, providing written summaries of all meetings attended, monitoring invoices and budgets, and facilitating communication between PP&R and design team.
- 2.7.3. **Task 3: Design Development – Sites 1 and 2**
 - 2.7.3.1. Upon authorization from the PP&R PM, the Design Team will proceed with Design Development (DD) of the preferred Schematic Design. Submittals are required at 50% DD and 100% DD (100% DD is equivalent to 30% CD).
 - 2.7.3.2. Scope and Budget Alignment
 - 2.7.3.2.1. Based on Schematic Design cost estimates and review comments, and as directed by PP&R, adjust the base project design and/or materials to match the scope to the budget, allowing for some alternates (selection as approved by City) to be carried forward into Design Development for further refinement and cost estimating.
 - 2.7.3.2.2. Provide value engineered cost estimate documentation and narrative of the proposed design changes to demonstrate that the changes will bring the base project scope into alignment with the budget prior to proceeding with Design Development drawings.
 - 2.7.3.2.3. If PP&R decides the project complexity warrants the services of a CM/GC, it is anticipated the CM/GC would be brought on board and will start providing feedback at the end of Design Development.
 - 2.7.3.3. Design Development
 - 2.7.3.3.1. Develop the project further and provide choices for major project components including, but not limited to, demolition plans, tree protection/removal and mitigation plans, grading plans, utility design plan and profile sheets, utility relocation plans, preliminary drainage design, site layout, materials plans referenced to product cut sheets or links, the incorporation of public art, signage plan, structure(s) layout and associated architectural plans, irrigation zone plan, preliminary planting plan, preliminary lighting/electrical plans and details with photometric modeling, wayfinding plan, and key preliminary site details.
 - 2.7.3.3.2. Develop Stormwater Management Plan: Perform all work necessary throughout Design Development to meet Portland Stormwater Management Manual (SWMM) requirements, including soil infiltration testing, reports, forms, calculations, and drawings.
 - 2.7.3.3.3. Develop Right-of-Way Drawings: Provide Concept Development Documents in accordance with the Public Works Permit (PWP) process prescribed by PBOT and work closely with PBOT and other City bureau staff to keep the PWP processes moving along with the overall project process and the Land Use Design Review process. Anticipate the Concept Development drawings and all subsequent PWP drawings to first be reviewed by PP&R, then submitted through the PWP process.
 - 2.7.3.3.4. Lead coordination and design review meetings with Prosper Portland staff and future developers for the Parcel 2 including Parcel 2 and other Green Loop connections and surrounding streets.
 - 2.7.3.3.5. Develop and lead preparation of Site 2 Green Loop Design Principles with Prosper Portland and future developer, which will guide the further design and engineering of the North Green Loop (to be constructed by one or more future private developers). The Design Principles will address and include general design parameters that ensure that the Green Loop looks and functions as a coherent single element across the USPS Property and is consistent with applicable guiding documents. Obtain feedback from Prosper Portland so that the Design Principles result in viable development scenarios for the North Green Loop Lots, including feasible integration of the North Green Loop (through elevated plazas and skybridges accessible from adjacent structures) with the improvements private developer(s) will construct on the North Green Loop Lots.
 - 2.7.3.3.6. Project is required to provide the City of Portland's Design Commission with an Advisory Design Review session related to the Green Loop at the completion of this task and shall include a discussion of both sites.
 - 2.7.3.3.7. The level of document development expected is equivalent to 30% Construction Documents (CDs).
 - 2.7.3.4. Community Engagement
 - 2.7.3.4.1. Lead thoughtful and inclusive Community Engagement meetings and events that support the development of the project and receive the support of the stakeholders involved.
 - 2.7.3.4.2. Project Advisory Committee (PAC) - Conduct Project Advisory Committee Meeting #5 to confirm preferred design concept with all input included, present and discuss final theme and character including materials and furnishings and receive PAC input. Refine all material through 100% DD. Provide meeting summary.

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- 2.7.3.5. Cost Estimating
 - 2.7.3.5.1. Provide a detailed cost estimate including descriptions of estimate assumptions and risks for the 100% design development concept including descriptions of estimate assumptions and risks. Estimating will be broken into three (3) project components that are: Site 1 - Block 112, Site 2A - USPS Park sites, Site 2B Green Loop infrastructure. All three sites should include PBOT ROW improvements.
- 2.7.3.6. Permitting – Site 1 only
 - 2.7.3.6.1. Upon authorization from the PP&R PM, the Design Team will prepare materials and apply for applicable Early Assistance and proceed with preparation of other permit applications and necessary materials to obtain all project required permits including, but not limited to; land use review, stormwater, public works permit and any other required permits. After determining the permit requirements during the development of the Work Plan, Design team to continually update it as the project progresses including attending meetings, hearings, and land-use review sessions necessary for information and approval.
 - 2.7.3.6.2. PP&R will pay permitting agencies directly for all permit application fees and appeals. The Design Team's proposed project schedule should demonstrate these processes and which level of drawings are to be used for each step in the processes.
 - 2.7.3.6.3. The Design Team will be expected to guide the project efficiently and expertly through the permit processes including coordinating through the PP&R Project Manager with the Portland Bureau of Transportation (PBOT), the Project Advisory Committees, and PP&R staff early and often throughout the project. Work with City PM from submission to final approval to interpret and resolve issues; prepare materials for public hearings as needed; attend public hearings and make presentations as needed; and prepare materials for appeal if required.
- 2.7.3.7. Project Management and Coordination
 - 2.7.3.7.1. Including communication with design team, refining project schedule, monitoring the design team deliverables and schedule, providing written summaries of all meetings attended, monitoring invoices and budgets, and facilitating communication between PP&R and design team.
- 2.7.4. **Task 4: Construction Documentation – Site 1 Only**
 - 2.7.4.1. Upon authorization from the PP&R PM, the Design Team will proceed with Construction Documents (CD) preparation. Develop and provide complete construction documents, drawings and specifications, needed to construct the project with efficient construction and minimal changes during the work. Submittals are required for 60%, 90% and 100% drawing and specifications.
 - 2.7.4.2. Each set will be reviewed by PP&R's project team with comments provided. Comments to be responded to and incorporated into subsequent CD packages.
 - 2.7.4.3. Scope and Budget Alignment
 - 2.7.4.3.1. Based on Design Development cost estimate and review comments, and as directed by the PP&R's PM, adjust the base project design and/or materials to match the scope to the budget, allowing for some alternates (selection as approved by PP&R's PM) and budget expansion to be carried forward into Construction Documents for further refinement and cost estimating.
 - 2.7.4.3.2. Provide updated and increasingly more detailed and refined cost estimates at each CD submittal, and repeat the process described above to realign the scope with budget, as directed by PP&R's PM. If PP&R decides the project complexity warrants the services of a CM/GC, it is anticipated that the CM/GC Construction Contract will occur at 90% CD.
 - 2.7.4.4. Construction Documentation
 - 2.7.4.4.1. Provide complete, coordinated construction documents (including submittals for 60%, 90% and 100% drawing and specifications for internal review) needed to construct the project with efficient construction and minimal changes during the work. Based on detailed cost estimating and PP&R's review team, the project documents will be revised to meet the project budget.
 - 2.7.4.4.2. Provide all construction documentation necessary to permit, price/bid, and construct the project, including construction drawings and technical specifications that are coordinated with each other across disciplines and with the City's General Conditions of the Contract and PP&R's Division One specifications. The PWP set shall be coordinated with PBOT standard specifications and details.
 - 2.7.4.4.3. Technical Specifications will be in CSI standard format for BDS Building Permit and construction; 100% DD (The 30% CD specifications are limited to Table of Contents of Technical Specifications. The 50% and 90% CD will be detailed Technical Specifications coordinated with all elements of the plans
 - 2.7.4.4.4. The 90% CD may function as a Permit Set if PP&R Project Manager determines, at their sole discretion, that the level of drawings, unresolved issues, and changes required are minor and will not inhibit approval of the permit. 100% CD and Bidding documents shall be produced and shall incorporate all plan review comments, permit requirements, and VE revisions to date. Documents shall be completed for both permitting and the City's bidding process. Prepare bid alternates narratives, drawings and specifications as directed by the PP&R PM in order to provide adequate flexibility should costs come in substantially lower or higher than cost estimates
 - 2.7.4.5. Site Development Building Permits
 - 2.7.4.5.1. Prepare application and provide all necessary materials and revisions necessary to obtain required building permits. Permit submittal will utilize Bureau of Development Services (BDS) online

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- permitting system. Support services will include managing online permits, attending all meetings with the City of Portland, including PP&R, Bureau of Development Services staff, PBOT, Portland Water Bureau (PWB) and any other internal or external entities necessary.
- 2.7.4.6. Public Works Permit
 - 2.7.4.6.1. Prepare application and provide all necessary materials and revisions necessary to obtain a required ROW/Public Works permit. Support services will include attending all meetings with PP&R, PBOT, and any other internal or external entities necessary.
 - 2.7.4.7. Cost Estimating
 - 2.7.4.7.1. Continue to provide detailed cost estimates for the project at 30%, 60, 90% and Bid Set submittals. A key project goal is to prepare a final Bid Set that is within provided budget. Construction Document cost estimates shall be of detail that can facilitate value-engineering discussions and minimize redundant work and decision making. Value engineering efforts, if necessary, will be taken between submittals.
 - 2.7.4.8. Project Management and Coordination
 - 2.7.4.8.1. Including communication with design team, refining project schedule, monitoring the design team deliverables and schedule, providing written summaries of all meetings attended, monitoring invoices and budgets, and facilitating communication between PP&R and design team.
- 2.7.5. **Task 5: Construction Administration and Close-out**
- 2.7.5.1. Upon authorization from the PP&R PM, the Design Team will proceed with construction administration services.
 - 2.7.5.2. Construction Administration
 - 2.7.5.2.1. Provide construction administration support services. This will include attendance and note taking at PP&R lead pre-construction meetings, weekly project meetings and site visits, field reports during construction. Attend off-site fabrication, plant, nursery, material supply locations and other additional site visits as necessary.
 - 2.7.5.2.2. Review, comment on, and approve shop drawings, submittals (including completeness review), samples and mockups. Respond to Requests for Information (RFIs). Issue Architect's Supplemental Instructions (ASIs). Communicate through PP&R construction manager or project manager with the construction contractor, PBOT and BDS inspectors. Monitor the construction contractor's performance, provide clarification to construction documents as necessary. Perform and coordinate substantial completion walk throughs and provide punch-lists. Perform and coordinate final completion walk throughs and punch-lists.
 - 2.7.5.2.3. Track all drawing and specification changes throughout the construction process in the electronic files for ease of compiling Record Drawings during Close-Out.
 - 2.7.5.2.4. Tracking Log: Provide a complete spreadsheet of required submittals per PP&R provided spreadsheet, including close out submittals, for a tracking log. Update and maintain submittal log during construction, providing weekly updates at weekly meetings. PP&R will provide a boiler plate example from a previous project.
 - 2.7.5.3. Construction Close-out
 - 2.7.5.3.1. Review contractor provided red-lined as-builts, draft and final project closeout manual, warranties, and spare parts submittals, and provide comments on their accuracy and completeness.
 - 2.7.5.3.2. Provide all final electronic record drawings in CAD and pdf format in PP&R's required format that includes all changes made to the project since the construction set, including owner/Design Team revisions and the information from the contractors as-built mark ups.
 - 2.7.5.3.3. Coordinate content and delivery of draft O&M manual at Substantial Completion and the Final O&M manual within 90 days of Substantial Completion of project.
- 2.8. **Task 1: Deliverables for Preliminary Investigation and Feasibility Study – Sites 1 and 2 - Schedule: Spring 2023**
- 2.8.1. Deliverable: Meetings, Memo, maps and drawings summarizing the following information:
 - 2.8.1.1. Work plan/Project schedule in MS Project
 - 2.8.1.2. Existing conditions base plan (ACAD)
 - 2.8.1.3. Traffic circulation analysis and recommendation map and memo
 - 2.8.1.4. Technical memo and mapping - Existing conditions assessment and summary of opportunities and constraints
 - 2.8.1.5. Tree assessment report as required by Urban Forestry (<https://www.portlandoregon.gov/trees/66986>)
 - 2.8.1.6. Program and Feasibility Assessment Memo and Map(s)
 - 2.8.1.7. List and schedule of required permits
 - 2.8.1.8. Project Advisory Committee Recruitment
 - 2.8.1.9. Community Engagement Plan
 - 2.8.1.10. Meeting summaries for PAC Meetings
 - 2.8.1.11. Event and community input summary for Community Gathering
 - 2.8.2. Meeting Attendance and participation:
 - 2.8.2.1. Kick off meeting
 - 2.8.2.2. Graphics and lead for PAC and Community Meetings

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- 2.8.2.3. Written public outreach survey and stakeholder interviews
 - 2.8.2.4. Regular meetings with PP&R's PM
 - 2.8.2.5. Technical meetings regarding specific existing conditions, as needed
 - 2.8.2.6. Meeting materials and summaries for all meetings attended
- 2.9. **Task 2:** Deliverables for Schematic Design – Sites 1 and 2 - Schedule: Summer/Fall 2023
- 2.9.1. Deliverable: Memo, maps and drawings summarizing the following information:
 - 2.9.1.1. (3) draft illustrated schematic alternative designs for internal and public review
 - 2.9.1.2. (1) preferred schematic design package, including refined illustrative
 - 2.9.1.3. Order of magnitude cost estimate for each schematic design alternative
 - 2.9.1.4. Order of magnitude cost estimate for the preferred schematic design
 - 2.9.1.5. Meeting summaries for PAC Meetings
 - 2.9.1.6. Event and community input summary for Community Gathering
 - 2.9.2. Meeting Attendance and participation:
 - 2.9.2.1. Graphics and lead for PAC and Community meetings
 - 2.9.2.2. Written public outreach survey and stakeholder interviews
 - 2.9.2.3. Regular meetings with PP&R's PM
 - 2.9.2.4. Land use pre-application conference, as required
 - 2.9.2.5. (2) Review meeting with PP&R Urban Forestry and PP&R staff
 - 2.9.2.6. (2) Meetings with RACC and RACC selected artist to discuss Public Art
 - 2.9.2.7. (3) Meetings with Prosper Portland and future developer
 - 2.9.2.8. (2) Meetings with other bureaus
 - 2.9.2.9. Meeting materials and summaries for all meetings attended
- 2.10. **Task 3:** Deliverable for Design Development – Sites 1 and 2 - Schedule: Spring/Summer 2024
- 2.10.1. Deliverable: Memo / maps and drawings summarizing the following information:
 - 2.10.1.1. Design development (DD) options for project components
 - 2.10.1.2. DD drawing set including a demolition/deconstruction plan, tree removal and mitigation plan, utilities plan, materials plan, grading plan, wayfinding plan, fountain design plan, planting plan, irrigation plan and illustrative site plan
 - 2.10.1.3. Cost estimate
 - 2.10.1.4. Updated project workplan and schedule
 - 2.10.1.5. Drawings required for Land Use (LU) Permits and Early Assistance (EA) meeting
 - 2.10.1.6. Completed Land Use Application
 - 2.10.1.7. Land Use permit set revisions and responses as needed to obtain permit
 - 2.10.1.8. Technical Specifications Outline
 - 2.10.1.9. Furnishings and Materials Palette with cutsheets or website links for each
 - 2.10.1.10. Green Loop Design Principles
 - 2.10.1.11. Meeting summaries for PAC Meetings
 - 2.10.1.12. Contact list from all participants in engagement activities that includes name, organization (if applicable), mailing address, phone number, and email
 - 2.10.2. Meeting Attendance and participation:
 - 2.10.2.1. Graphics and lead for PAC meeting
 - 2.10.2.2. Regular meetings with PP&R's PM
 - 2.10.2.3. (2) Meetings with RACC and RACC selected artist to discuss Public Art
 - 2.10.2.4. (3) Meetings with Prosper Portland and future developer
 - 2.10.2.5. (2) Meetings with other bureaus
 - 2.10.2.6. (2) Technical meetings regarding permits, LU and EA
 - 2.10.2.7. (2) Parks Accessibility Advisory Committee meeting
 - 2.10.2.8. (1) Review meeting with PP&R Urban Forestry and PP&R staff
 - 2.10.2.9. (1) Design Commission Advisory meeting
- 2.11. **Task 4:** Deliverables for Bidding and Construction Documentation – Site 1 only - Schedule: Fall 2024
- 2.11.1. Deliverable: Memo, maps and drawings summarizing the following information:
 - 2.11.1.1. All contract documents necessary to bid and construct the project while conforming to permit revisions, 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. Drawing sets are anticipated at 60%, 90% and 100% completion.

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- 2.11.1.2. Drawings required for Site Development Building and Public Works Permits
- 2.11.1.3. Formal written responses and addendums to all bidding inquiries
- 2.11.1.4. Cost estimates at 60%, 90%, 100%
- 2.11.1.5. Updated Workplan and Schedule
- 2.11.2. Meeting Attendance and Participation:
 - 2.11.2.1. Regular meetings with PP&R PM
 - 2.11.2.2. Meetings as needed to obtain land use and building permits
 - 2.11.2.3. Plan review meeting with PP&R staff

- 2.12. **Task 5:** Deliverables for Construction Administration and Close-out - Schedule: Winter/Spring 2025 – Fall 2026
 - 2.12.1. Deliverables: Construction Administration and Close-out
 - 2.12.1.1. Construction administration and documentation as described in the scope including meeting notes, field reports, submittal tracking and responses, RFI responses, ASIs, drawing revisions, substitution requests, punch lists, and other documentation as necessary.
 - 2.12.1.2. Post construction closeout products including Record Drawings from as-builts provided by the contractor and review of construction warranties as requested, coordinate content and delivery of O&M manuals with contractor.
 - 2.12.2. Meeting Attendance and Participation:
 - 2.12.2.1. Pre-construction meetings
 - 2.12.2.2. Regular construction meetings
 - 2.12.2.3. Off-site materials review meetings
 - 2.12.2.4. Construction walk-throughs
 - 2.12.2.5. Punchlist walk-throughs

3. CONSULTANT KEY PERSONNEL

The Consultant shall assign the following Key Personnel to do the work in the capacities designated and agrees not to substitute these personnel while working on the Contract without the express approval of the City, which approval shall not unreasonably be withheld:

NAME	ROLE ON PROJECT
Jocelyn Bates, AIA	Project Manager
Zeljka Carol Kekez	Managing Principal
Mauricio Villarreal, PLA	Design Principal
Charles Brucker, PLA	Quality Control Principal
Miguel Camacho-Serna, PLA	Landscape Architect Principal

4. SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	COBID CERTIFICATION	SUBCONSULTANT AMOUNT
Hood Design Studio, Inc.	Community Engagement – Urban Design	N/A	\$99,680.00 (7.66%)
Zimmer Gunsul Frasca Architects LLP dba: ZGF Architects	Planning Architecture	N/A	\$102,060 (7.47%)
Vega Civil Engineering, LLC	Civil Engineering	WBE/DBE#12112	\$162,284.00 (12.00%)
KPFF, Inc. dba: Kpff Consulting Engineers	Structural Engineering	N/A	\$45,180.00 (3.30%)
Toole Design Group, LLC	Transportation Planning	N/A	\$50,610.00 (3.30%)
Biella Lighting Design	Lighting Design	WBE/ESB #5758	\$50,640.00 (3.70%)
Samata Consulting Engineers, LLC	Electrical Engineering	WBE/ESB #10111	\$34,960.00 (2.56%)
The Bookin Group LLC	Land Use Planning Permitting	WBE/ESB #287	\$15,000.00 (1.10%)
Drew Collaborative Works, LLC dba: DCW Cost Management	Cost Consulting	WBE #9269	\$24,840.00 (2.00%)

Exhibit A – Statement of Work

Morgan Holen & Associates LLC	Arborist Consulting	WBE/ESB 8482	\$7,590.00 (.056%)
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Total subcontracting to COBID certified firms on this contract is estimated at \$295,314.00 or 21.91% of the Contract Amount.

The City will enforce all social equity Contracting and subcontracting commitments of COBID certified firms indicated in the table above. Consultant shall not add, eliminate, or replace any Subconsultant assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified COBID certified Subconsultants without prior written consent is a material breach of contract. Any changes must be reported and submitted to the PTE Contract Compliance Specialist. All changes to this Contract, including changes to the Subconsultant participation, must be made by written amendment and approved by the Chief Procurement Officer to be valid.

For Contracts valued \$50,000 or more, the Consultant shall submit Subconsultant payment and utilization information electronically in the Contract Compliance Reporting System, reporting ALL Subconsultants employed in the performance of this agreement. More information on this process may be viewed on the City Procurement website at:

<https://www.portlandoregon.gov/brfs/75932>.

Exhibit B – Compensation

COMPENSATION

The maximum that the Consultant will be paid for the work on this Contract is One Million Three Hundred Sixty-Seven Thousand Seventy-Four Dollars (\$1,367,074.00) (hereafter the “not to exceed” amount).

The “not to exceed” amount includes all payments to be made pursuant to this Contract, including reimbursable expenses, and Contract Mitigation if any. Contract Mitigation can be used only with prior written approval of the City prior to any effort being accomplished on added tasks. 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 to the Consultant may be less than that amount.

The Consultant shall be paid based on its hourly rates, plus any authorized expenses, in accordance with the tasks listed below. If a task is completed and accepted by the City, and the amount billed by the Consultant is less than the estimated budget for the task, the remaining amount may be used on the other tasks as authorized in writing by the Project Manager. In no event shall the Consultant bill for an amount greater than what is shown for each task.

Task/Phase	Description	Amount
1	Preliminary Investigation and Feasibility Study – Sites 1 and 2	\$195,144.00
2	Schematic Design – Sites 1 and 2	\$339,036.00
3	Design Development – Sites 1 and 2	\$401,130.00
4	Construction Documentation – Site 1 Only	\$265,684.00
5	Deliverables for Construction Administration and Close-out	\$115,080.00
	Reimbursable Expenses	\$51,000
	Total Not to Exceed:	\$1,367,074.00

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 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 to complete the work does not impose any liability on the City for additional payment.

If the 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.

1. Payment Terms: Net 30 Days
2. Standard Reimbursable Costs

The following costs will be reimbursed without cost-increase:

- 2.1. Reimbursement of travel costs is not anticipated in this Contract.
- 2.1. Personal expenditures or expenditures not related to the Contract are not eligible for reimbursement.
3. Hourly Rates
 - 3.1. The Consultant shall be compensated in accordance with the hourly rates set forth in attached Exhibit C, Consultant’s Rates. In no way shall the cost of hours billed by the Consultant exceed the total Contract amount throughout the term of this Contract.
 - 3.2. Discretionary 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:

 - 3.2.1. No increases will be granted before the one-year anniversary of the Contract;
 - 3.2.2. No more than one increase shall be granted per Contract year;
 - 3.2.3. Rate increases may not exceed the preceding calendar year’s Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the West Region Class Size A average inflation rate (as determined from the US Department of Labor statistics);
 - 3.2.4. Rate increases shall not be retroactive.

Other than as stated above, hourly rates may not be increased.

4. Subconsultant Costs

Exhibit B – Compensation

Compensation for Subconsultants shall be subject to the same billing restrictions and requirements as those of the Consultant. Mark-up is not allowed when using intergovernmental resources to complete work and will not be accepted.

5. Progress Payments

5.1. Compensation to the Consultant shall be based on the following:

5.1.1. Invoices submitted to the City, including the appropriate required information as outlined below and all supporting documentation relating to charges expressed on the invoice.

5.1.2. The invoice shall be submitted to: PP&R Project Manager, Gary Datka, gary.datka@portlandoregon.gov

5.1.3. Detailed monthly Project Progress Reports submitted to the City Project Manager by email.

5.2. The Consultant is required to follow Generally Accepted Accounting Principles (GAAP). Personal expenditures or expenditures not related to the Project or part of the Contract are not eligible for reimbursement. On or before the 15th of each month, the Consultant shall submit to the City Accounts Payable Department an invoice for work performed by the Consultant during the preceding month.

5.3. The Consultant shall enter all the following information on their invoice in order for the City to review and authorize the invoice for payment.

5.3.1. Contract Number, City's Project Title and any other identifying information requested by the City

5.3.2. Invoice date

5.3.3. Date range during which the services are being invoiced for work provided

5.3.4. Invoice number. The last invoice submitted on the Project must be clearly labeled "Final Invoice"

5.3.5. City Project Manager's name

5.3.6. Amount being invoiced for the current invoice

5.3.7. Consultant shall describe all services performed with particularity and by whom it was performed (Consultant's individuals or Subconsultant, labor category, direct labor rate, hours worked during the period) and shall itemize and explain all expenses for which reimbursement is claimed. If reimbursable expenses are authorized, identify by line item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Note: Invoices for Basic Services under a specific Task shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Task that the amount invoiced represents

5.3.8. The Consultant shall also attach photocopies of claimed reimbursable expenses, as applicable and preapproved authorization document from the City Project Manager

5.3.9. The Consultant shall stamp and approve all Subconsultant invoices and note on Subconsultant invoice what they are approving as "billable" under the Contract

5.3.10. The billing from the Consultant must clearly roll up labor and reimbursable costs for the Consultant and Subconsultants. Any billings for Subconsultants must match the Subconsultant invoices.

5.4. To the extent the City disputes any portion of the amount requested in the application for payment, the City shall indicate the undisputed amounts and the amounts that are in dispute. The City shall pay the undisputed amounts and indicate to whom such payments shall be made. The Consultant shall make such payments to itself and to Subconsultants as indicated by the City for such undisputed amounts. The City and Consultant and, if applicable, the Subconsultant shall then work to reach agreement on the disputed amounts.

5.5. Prior to initial billing, the Consultant shall develop a billing format for approval by the City. Submission of the draft billing document shall be emailed to the City Project Manager for final review and approval.

6. 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 and provide required documentation. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payments directly into Consultant's accounts with financial institutions. All payments shall be in United States currency.

7. Authorization to Proceed

Irrespective of the effective date of the Contract, the Consultant shall not proceed with any work required under this Contract without a written authorization to proceed from the City. Any work performed or expenses incurred by the Consultant prior to the Consultant's receipt of authorization to proceed shall be entirely at the Consultant's risk.

Exhibit C – Consultant’s Rates

Consultant:	PLACE Studio, LLC ABN PLACE				
Role/Responsibility	Project Manager	Managing Principal	Design Principal	Quality Control Principal	Landscape Architect Principal
Hourly Rates	\$160.00	\$175.00	\$200.00	\$175.00	\$160.00

Subconsultant:	Hood Design Studio, Inc.		
Role/Responsibility	Social Justice Designer	Community Engagement Lead	Community Engagement Support
Hourly Rates	\$350.00	\$270.00	\$120

Subconsultant:	Zimmer Gunsul Frasca Architects LLP dba: ZGF Architects			
Role/Responsibility	Landscape Architect	Urban Planner	Architect	Architectural Designer
Hourly Rates	\$225.00	\$225.00	\$325.00	\$165

Subconsultant:	Vega Civil Engineering, LLC		
Role/Responsibility	Civil Engineer	Civil Engineer	Civil Designer
Hourly Rates	\$220.00	\$135.00	\$111

Subconsultant:	KPFF, Inc. dba: Kpff Consulting Engineers	
Role/Responsibility	Structural Engineer	Structural Engineer
Hourly Rates	\$260.00	\$210.00

Subconsultant:	Toole Design Group, LLC	
Role/Responsibility	Traffic Engineer	Traffic Engineer
Hourly Rates	\$219.00	\$123.00

Subconsultant:	Biella Lighting Design	
Role/Responsibility	Lighting Designer	
Hourly Rates	\$160.00	

Subconsultant:	Samata Consulting Engineers, LLC	
Role/Responsibility	Electrical Engineer	
Hourly Rates	\$190.00	


Subconsultant:	The Bookin Group, LLC	
Role/Responsibility	Land Use Planner	Land Use Planner
Hourly Rates	\$150.00	\$150.00

Subconsultant:	Drew Collaborative Works, LLC dba: DCW Cost Management	
Role/Responsibility	Cost Analyst	
Hourly Rates	\$180.00	

Subconsultant:	Morgan Holen & Associates, LLC	
Role/Responsibility	Arborist	
Hourly Rates	\$165.00	

Exhibit C1 – Consultant’s Work Plan – Cost for Services

Exhibit D - Sample Change Order

	BUREAU NAME	LOGO
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CHANGE ORDER

Consultant		Project Title	
Contract No.		Change Order No.	*SAMPLE*
Contract Date		Change Order Date	

Select	Type	Description and Reason for Change	Modification to:
<input type="checkbox"/>	Time		Project Schedule and/or Contract
<input type="checkbox"/>	Scope or Specifications		Statement of Work Acceptance Requirements
<input type="checkbox"/>	Deliverables		Statement of Work Acceptance Requirements
<input type="checkbox"/>	Price		Statement of Work and/or Contract
<input type="checkbox"/>	Terms and Conditions		Request Amendment to Contract
<input type="checkbox"/>	Other		

1. Additional time is necessary and the Project Schedule for the Statement of Work or a specific Deliverable is hereby extended through (DATE) or modified as shown on the attached Project Schedule.
2. Additional work or a change in work or Specifications is necessary. For example, changes to the Statement of Work, Deliverables and/or the Acceptance.
3. A price adjustment is necessary for the following Deliverables. These changes will NOT affect the total not-to-exceed value of the Contract. For example, price changes that show the original price and the modified price.
4. An Amendment to the Contract is requested for the following reasons. For example, any change to the total value of the Contract, the term or ending date of the Contract, or the Contract terms and conditions requires an Amendment.

The Change Order is subject to the terms and conditions of the above-referenced Contract.

The rest of the Statement of Work shall remain unchanged and in full force and effect.

CITY OF PORTLAND CONTRACTOR

Authorized Signature Date Authorized Signature Date

Printed Name Printed Name

City Project Manager

Title Title