

ORDINANCE No.

*Authorize contract with Hargreaves Associates to provide planning, design and construction administration services for improvements to South Waterfront Neighborhood Park (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland and the Portland Development Commission (PDC), under their respective charter authorities, are authorized to enter into cooperative agreements for the improvement of communities and environments.
2. On November 13, 2002, City Council passed Ordinance No. 177082 that allowed the City to accept the South Waterfront District Plan, as the city's guide to the future development and management of District, including the South Waterfront Neighborhood Park.
3. In accordance with this planning document, the City of Portland, in partnership with PDC, is planning for and implementing park improvements within the designated South Waterfront District.
4. PDC has allocated funding for the South Waterfront Neighborhood Park project in the Portland Development Commission Adopted Fiscal Year 2007-2008 Budget.
5. PDC and PPR are negotiating a Work Order between Portland Development Commission (PDC) and Portland Parks & Recreation (PPR), to include \$4,000,000 to plan, design, and construct park improvements. The Work Order is an extension of the August 22, 2003 Intergovernmental Agreement between PPR and PDC, and the October 13, 2006 First Amendment to the Intergovernmental Agreement.
6. The City of Portland and PDC desire to use the professional and technical services of Portland Parks and Recreation and the design professions to plan, design, and construct park improvements in urban renewal districts.
7. The Bureau of Parks & Recreation has advertised and received proposals for RFP No. PKS016. In accordance with Section 5.68 of the City Code, an evaluation committee has evaluated the proposals, conducted interviews, and recommends a design team led by Hargreaves Associates.

NOW, THEREFORE, the Council directs:

- a) The Commissioner of Parks is authorized to execute an agreement between Hargreaves Associates and the City of Portland, similar in form as agreement attached to the original of this Ordinance, and by this reference made a part hereof, for a not-to-exceed cost up to \$700,000.
- b) The Director of Parks and Recreation or her designee is authorized to give any

notices or acceptances, to take any action, and, once approved as to form by the City Attorney, to execute on behalf of the City any document necessary to protect the City's rights or carry out the City's responsibilities under the Agreement.

- c) The Commissioner of Parks and Auditor are hereby authorized to provide for payment chargeable to the applicable budgets when demand is presented and approved by the appropriate authorities.

Section 2. The Council declares that an emergency exists in order to avoid further delay in executing this PTE Agreement which will adversely impact the City's ability to meet the schedule for the improvement project; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council:
Commissioner Saltzman
Prepared by: Sandra Burtzos:kmg
November 26, 2007

GARY BLACKMER
Auditor of the City of Portland
By
Deputy

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NO. _____

SHORT TITLE OF WORK PROJECT: South Waterfront Neighborhood Park

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Hargreaves Associates, hereafter called Contractor. The City's Project Manager for this contract is Sandra Burtzos.

Effective Date and Duration

This contract shall become effective on December 5, 2007 (or on the date at which every party has signed this contract, whichever is later.) This contract shall expire, unless otherwise terminated or extended, on December 31, 2009.

Statement of Work

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$700,000 for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4.

=====

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Hargreaves Associates

Address: 398 Kansas Street, San Francisco, CA 94103

Social Security #: _____

Federal Tax ID #: 94-2957334 State Tax ID #: _____ Business License # 698017

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. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: _____

Signature/Title Date

=====

CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner: _____

Elected Official or Delegate Date

Approved by City Auditor: _____

City Auditor Date

Approved as to Form
by City Attorney: _____

Office of City Attorney Date

**CITY OF PORTLAND
STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

1. Access to Records

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

2. Audits

(a) The City, either directly or through a designated representative, 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 section 1, **Access to Records**. 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 General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) 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 cured.

4. Order of Precedence

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contract's terms and conditions, b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

5. Early Termination of Agreement

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.

(b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

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

9. Compliance with Applicable Law

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. Contractor shall complete Exhibit B, Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof.

9a. Indemnity - Claims for Other than Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

9b. Indemnity - Claims for Professional Liability

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

9c. Indemnity - Standard of Care

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

10. Insurance

Exhibit C is hereby referenced and made a part of this contract.

11. Ownership of Work Product

All work products produced by the Contractor under this contract is the exclusive property of the City. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Contractor 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 Contractor 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. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor 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 Contractor is an architect, the work product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that work product.

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

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 Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. 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 Purchasing Agent 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 License

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

20. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by City Project Manager)

22. Arbitration: / / Not Applicable / / Applicable (consult with City Attorney's Office before finalizing as applicable)

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

23. Progress Reports: / / Applicable / / Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: / / Applicable / / Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in Exhibit A. The Contractor shall not change personnel assignments without the prior written consent of the City.

25. Subcontractors: / / Applicable / / Not Applicable

The Contractor shall assign the following subcontractors to perform work in the capacities designated: If applicable, list selected subcontractors in Exhibit A. The Contractor shall not change subcontractor assignments without the prior written consent of the City.

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

**Statement of the Work
and
Payment Schedule**

MONTHLY SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. Solicitation No. _____ 2. Contract No. _____ 3. Prime Consultant _____
4. Contract Amount _____ 5. Report Dates: Beginning ___/___/___ Ending Dates ___/___/___ 6. Project Name _____
7. Progress Report No. _____

8 ALL SUBCONSULTANT NAMES APPEARING ON ORIGINAL FIRST-TIER SUBCONSULTANT DISCLOSURE FORM	9 ORIGINAL SUBCONSULTANT AMOUNT (\$)	10 AMENDED SUBCONSULTANT AMOUNT (\$)	11 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	12 TOTAL PAYMENTS TO DATE (\$)

SUBCONSULTANTS ADDED AFTER PROJECT AWARD (Must be EEO Certified with the City of Portland)*

13 SUBCONSULTANT NAME (LIST ANY SUBCONSULTANTS NOT LISTED ABOVE)	14 NATURE OF WORK	15 STATUS MBE, WBE OR ESB	16 SUBCONSULTANT AMOUNT	17 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	18 TOTAL PAYMENTS TO DATE (\$)

*CHANGES TO CONTRACT: Before replacing, substituting, or adding any subconsultant, please contact the **PTE Compliance Specialist**

Please note: Explanations and additional instructions for completing this report are on the reverse side.

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR FIRM IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Consultant Representative

Date

**Submit with invoice by the 15th of the month to the City's Project Manager AND City of Portland, Bureau of Purchases, Contract Compliance Specialist,
1120 SW 5th Avenue, Room 750, Portland, OR 97204**

INSTRUCTIONS FOR COMPLETING THE MONTHLY SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. **SOLICITATION NUMBER:** Enter City of Portland solicitation number.
2. **CONTRACT NUMBER:** Indicates the contract number assigned by the City Auditor for this project.
3. **PRIME CONSULTANT:** Indicate the name of the prime consultant.
4. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
5. **REPORT DATES:** Indicate the beginning and ending dates corresponding to the progress payment period or use calendar month (i.e. 1/1/02 thru 1/31/02); reports should be sequential and not overlap.
6. **PROJECT NAME:** Indicate the project name as indicated on the contract documents.
7. **PROGRESS REPORT NUMBER:** Enter report No.1 for the first report submitted and sequential numbers for reports submitted thereafter.
8. **ALL SUBCONSULTANT NAMES:** List the names of all subconsultants listed on the original First-Tier Subconsultant Disclosure form as submitted at solicitation due date.
9. **ORIGINAL SUBCONTRACT AMOUNT:** Indicate the dollar amount for each subconsultant at time of award.
10. **AMENDED SUBCONSULTANT AMOUNT:** This amount should be the total dollar value (original subconsultant amount plus any additions or deletions) of the subcontract.
11. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
12. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subconsultant.

SUBCONSULTANTS ADDED AFTER PROJECT WAS AWARDED

13. **SUBCONSULTANT NAME:** Please list any subconsultants not appearing on original disclosure form.
14. **NATURE OF WORK:** Briefly describe subconsultants work (i.e. CAD drafting, environmental testing, etc.).
15. **STATUS:** Indicate the appropriate M/W/ESB status of each subconsultant listed (i.e. MBE, WBE, ESB). **Note:** Designations should be consistent with how firms were certified by the State at time of contract award. Leave blank for non-certified firms.
16. **SUBCONSULTANT AMOUNT:** Indicate the dollar amount of the subcontract.
17. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
18. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subconsultant

COMMENTS (Include why any payment amounts made to a subconsultant are less than that requested by the subconsultant).

EXHIBIT B
INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

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

Contractor Signature _____ Date _____ Entity _____

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- _____ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- _____ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- _____ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- _____ D. Labor or services are performed only pursuant to written contracts;
- _____ E. Labor or services are performed for two or more different persons within a period of one year; or
- _____ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

EXHIBIT C

INSURANCE (The Project Manager must answer and initial 2, 3, and 4 below)

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

-
2. _____ Required and attached or Waived by City Attorney : _____

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:

3. _____ Required and attached or Waived by City Attorney : _____

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. _____ Required and attached or Waived by City Attorney : _____

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.

6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

November 21, 2007

398 KANSAS STREET
SAN FRANCISCO, CA 94103

415 865 1811 T
415 865 1810 F

HARGREAVES.COM

Portland Bureau of Parks and Recreation

1120 SW Fifth Ave, Room 1302
Portland, OR 97204

Attn: Sandra Burtzos
Project: **South Waterfront Neighborhood Park**
HA Project #: POR 0701

GEORGE HARGREAVES
MARY MARGARET JONES

Dear Ms. Burtzos:

We are pleased to submit this proposal for Professional Services in connection with the project referenced above. This scope of work is based upon the RFP issued on Sept. 19th 2007 and on discussions with the City of Portland Bureau of Parks and Recreation staff.

GLENN ALLEN
GAVIN MCMILLAN
KIRT RIEDER
TIM ANDERSON
CATHERINE MILLER
KEN HAINES
JACOB PETERSEN
MARCEL WILSON

This agreement is by and between Hargreaves Associates and the City of Portland Bureau of Parks and Recreation.

CAROLYN RODKIN
JOONYON KIM
MEGAN MANN
BRIAN JENCEK
MISTY MARCH
SCOTT SMITH

SCOPE OF SERVICES

- A. Hargreaves Associates shall provide professional services on the Project referenced above, the extent of which (is indicated on the attached drawing entitled 'South Waterfront Park Scope Area' dated 11/21/07.

The scope of these services shall include:

1. Project management – monthly progress, expenditure reports, work plan, permit schedule and project schedule updates
2. Technical Investigation and Context Mapping
3. Opportunities and Constraints Analysis
4. Urban Design and Programming Recommendations
5. Professional Landscape Architectural Design Services including:
 - o Finish grading and surface drainage of pedestrian pavements and planting areas and storm water management.
 - o Pedestrian pavements.
 - o Low landscape walls, steps, railings and related site structural elements not a part of buildings.
 - o Fences, decks and seating devices.
 - o Site furniture including planter pots, trash receptacles, cigarette urns, and drinking fountains.
 - o Selection and location of fixtures for site lighting.

DRAFT

- Planting design.
 - Preliminary siting of ornamental pools and fountains. Pool and fountain design, structural, mechanical and electrical engineering are not included in contract.
 - Preliminary siting of architectural elements. Architectural design, structural, mechanical and electrical engineering are not included in contract.
 - Coordination with artist on park conceptualization and siting of public art.
 - Coordination with the Ecological consultant for planning and public meeting participation.
 - Project management for 9 consultants.
6. Site graphics to include diagrams, illustrative plans, sections and/or elevations, and 2 rendered perspectives.
- B. Hargreaves Associates will retain and direct the services of the following registered professional consultants for the following services:
1. Pacific Geotechnical Engineering (PG) for site geotechnical investigation and report.
 2. KPFF Consulting Engineers (KPFF) for civil engineering, including rough grading, subsurface drainage, storm water management, and work within the public R.O.W. including street and parking pavements, service drives, curbing and gutters.
 3. ABHT Structural Engineers (ABHT) for structural engineering for basic structures such as retaining walls, stairs, light post foundations and site foundations, guardrails and handrails. Structural engineering for structures, Art pieces or complex elements is not included.
 4. Reyes Engineering (RE) for electrical engineering, including site and streetscape lighting circuitry and site lighting photometrics.
 5. GZ Brown (CB) for climatology, including solar, wind, and environmental comfort modeling.
 6. Lango Hansen Landscape Architects (LH), to serve as local liaison and provide public process and landscape architecture support, city agency and permitting support, planting research and design support, soil specifications support, and irrigation design.
 7. Pacific Habitat (PH) to provide basic background information on ecological and habitat context and participate in (2) Public Meetings.
 8. Architectural Cost Consulting (ACC) for Cost Estimating.

Hargreaves Associates will also work closely with Doug Hollis (DH), artist, and consider him a key participant of the design team.

- D. Hargreaves Associates does not assume responsibility for the work of others not under contract to Hargreaves Associates in the production of construction documents and the sufficiency thereof necessary to the execution of the work.

WORK PLAN/ PROCEDURE

DRAFT

Technical Investigation, Opportunities/ Constraints, Site Programming **\$63,784**
Duration: 6 weeks from date of written authorization

1.0 Technical Investigation

Goals: To assemble, review and confirm all relevant information about the project area. This information will be utilized in the analysis of opportunities and constraints, urban design relationships, programming, and design.

1.01 Subtasks:

a. Compile and review previous studies and plans (HA/LH)

Information to be supplied by the City:

- Topographic Survey (provided by the city) – HA and team to review draft survey prior to final approval
- AutoCAD context plan of surrounding roadways and adjacent development design drawings (provided by the city)
- First phase greenway improvements (in process) in AutoCAD (drawings provided by the city)
- Development Agreements

Research Portland Maps webpage and/or visit City Hall to obtain record drawings for ROW and private road improvements around park site (KPPF). Request other readily available reports from city, including ownership information, utility information, easements, adjacent development design drawings, development agreements, transportation and utility system plans. (HA/LH)

Coordinate with PDOT on transportation issues and future I-5 connection. (LH)

- #### c. Gather, analyze and plot climate data (temperature, wind speed and direction, and solar radiation). Optional service as a reimbursable: install weather station to monitor wind on site. (CB)
- #### d. Compile environmental and habitat data based on readily available research (PH)
- #### e. Geotechnical review of existing available subsurface soil and groundwater information, geologic maps and other information pertinent to site interventions.
- #### f. Define scope of geotechnical investigation (HA/ABHT) - during SD
- #### g. Geotechnical Investigation for pavements and small simple structures (drill borings/ dig test holes) - during SD
- a. Three borings to a maximum depth of approximately 20 to 25 feet below the ground surface (bgs) and excavate 3 to 6 test pits to approximately 10 feet bgs.
 - b. Soil samples at 2½- to 5-foot intervals from explorations.

1.02 Deliverables:

- a. Context Base Plan
- b. Site Base Plan (based on City-provided topographic survey)
- c. Geotechnical Report/ Recommendations (to be provided at the end of SD)

1.1 Opportunities/ Constraints

Goals: Review and evaluate existing and future conditions of the base context. Identify opportunities and constraints in consideration of potential park programming/ design.

1.11 Subtasks

DRAFT

- a. Analyze urban context, relationship to proposed sites/ plans within neighborhood, existing view and circulation corridors, destinations and origins, land uses, adjacent land ownership and partnership opportunities, ROW and setback/frontage restrictions, private access and intersections, site constraints, utilities and drainage, existing and proposed transit, bike and pedestrian routes and stops, edge conditions, wind and sun/shade patterns, social environment and local demographics, soils and geotechnical conditions, visual and/or physical connections to Willamette River, Downtown Portland and Marquam Hill, nearby habitat and potential connections. (HA/LH/ KPFF)
 - b. Photographic inventory of transportation/habitat/City connections and circulation. (LH/ HA)
 - c. Analyze human comfort for an unobstructed site over a typical year. Create physical and/or digital models to analyze sun and wind patterns on the site. Assist as necessary to explain the analysis and how it will be used in design. (CB)
- 1.12 Deliverables:
- a. 4 copies of Opportunities and Constraints analysis diagram
 - b. 4 copies of Site Analysis Diagrams(s) documenting and synthesizing issues in a,b &c above
- 1.2 Urban Design and Site Programming**
- Goals: Develop park program and urban design relationships to help shape and strengthen the emerging identity of the developing South Waterfront Neighborhood. Evaluate and incorporate existing planning and design guidelines as well as input from local residents, businesses and other stakeholders.
- 1.21 Subtasks:
- a. Precedent studies of urban park programming (HA)
 - b. Evaluate existing and proposed open space programs in the South Portland Neighborhood (HA/LH).
 - c. Synthesize Opportunities/ Constraints Diagrams and Programming Options (HA)
- 1.22 Deliverables:
- a. Programming Precedents and Ideas and Supporting Diagrams and Images (HA)
 - b. 4 copies of the Power Point public meeting presentation for this phase that includes diagrams in tasks 1.1 and 1.2.
- 1.3 Preliminary Concerns and Issues**
- Goals: Identify preliminary concerns and issues relating to technical issues and to coordination with city agencies such as public ROW improvements and public utilities, streetcar improvements, permitting, storm water management, sustainability, Green Building Policy compliance, and coordination with RACC on public art for the site and any surrounding art program. Discuss options such as contractor incentives, City partnership with a non-profit, and early demolition and foundation permit. (Phased building permit packages are not included in this proposal).
- 1.31 Subtasks:
- a. Coordinate with PPR and TAC as necessary to determine issues and compile information needed for meetings. (HA/LH/KPFF/RE)
 - b. Coordinate with local authorities/ companies on utility services, particularly electrical. (KPFF, RE)

DRAFT

- 1.32 Deliverables:
 - a. Technical Issues Summary
 - b. Planning Issues Summary

Trips and meeting schedule as described in Exhibit B but shall not exceed 3 (3 person) trips to Portland, as described below:

Weekly meetings with PPR project manager via phone conference

- Trip 1** PPR Meeting – Project Kickoff
PAC Meeting – Project Kickoff
TAC Meeting – Project Kickoff
Meetings with City Agencies as necessary – HA and LH
- Trip 2** PPR Meeting – Programming / Site Analysis preview
RACC Meeting - Determine RACC requirements and Art Budget
PAC Meeting – Programming Open House & De-Brief
TAC Meeting - Preliminary Concerns and Issues
Meetings with City Agencies as necessary – HA and LH
- Trip 3** PPR Preview Meeting – Public meeting preview
Meeting with PDOT, BES & Water to discuss permit requirements
Public Meeting #1 - Programming Open House

Schematic Design

\$132,927

Duration: 10 weeks from date of written authorization

Hargreaves Associates shall prepare drawings of design alternatives and a final scheme of site development and budgetary construction cost estimate based upon programming concepts developed in Task 1.

2.0 Schematic Design Alternatives

Goal: Develop alternatives to describe programming and design possibilities and illustrate strengths and weaknesses of various design approaches for review.

2.01 Subtasks:

- a. Develop three conceptual schemes that integrate park features and spaces, flexible programming opportunities, pedestrian systems, grading, planting, lighting, and public transportation. (HA)
- b. Develop sustainability and storm water management concepts in concert with conceptual schemes. (HA/KPFF)
- c. Develop art concepts in concert with conceptual schemes (HA/DH).
- d. Develop understanding of how technical and planning constraints relate to and impact conceptual schemes. (HA/Team)

2.02 Deliverables:

DRAFT

- a. 3 Schematic Design Alternatives (Illustrative plans indicating program, materiality, grading, planting, lighting, sustainability and preliminary art ideas; sections or enlargements if necessary) (HA)
- b. Order of magnitude of Cost Estimates (HA/LH/ACC)

2.1 Final Schematic Design

Goal: Develop preferred design alternative or combine preferred elements into a single plan. Establish main elements and framework of park design in response to the final program.

2.11 Subtasks:

- a. Establish key park features and pedestrian connections and concept grading, planting, sustainability, storm water management, lighting, utilities, infrastructure, and integration with public transportation. (HA)
- b. Develop final art concept. (HA/DH)
- c. Develop approach to work within the ROW. (HA and KPFF)
- d. Develop sustainability and drainage/ storm water management in concert with conceptual schemes. (KPFF)
- e. Develop preliminary structural foundation requirements, basic details, and structural calculations for the purpose of cost estimating (ABHT)
- f. Develop preliminary electrical needs – electrical space requirements, recommendations for efficient energy use, define major electrical and low voltage systems, needs for power, telecommunications, lighting and events. (RE)
- g. Analyze proposed design for comfort analysis. Develop ways to extend periods of comfort with design interventions. (CB)
- h. Develop Final Schematic Design Level Cost Estimate (ACC)

2.12 Deliverables:

- a. Illustrative Context Plan
- b. Site Plan
- c. Sections and Elevations
- d. 1/8"=1' or 1"=10' physical scale model
- e. Two Rendered Perspectives
- f. Schematic Design Cost Estimate in CSI format
- g. Art Concept Sketches

Trips and meeting schedule as described in Exhibit B but shall not exceed 4 (3 person) trips to Portland, as described below:

Weekly meetings with PPR project manager via phone conference

Trip 1 PPR Meeting – Design Alternatives Preview
PAC Meeting – Design Alternatives Open House Preparation
TAC Meeting – Review technical aspects of design alternatives

Trip 2 PPR Meeting – Public Meeting Preview
RACC Meeting – Present and discuss preliminary art concepts
Public Meeting #2 - Design Alternatives Open House
Meetings with City Agencies if necessary
PPR Meeting – Public Meeting Debrief

DRAFT

- Trip 3 PPR Meeting – Final Schematic Preview
PAC Meeting – Final Schematic Design Open House Preparation
TAC Meeting – Review Technical Aspects of Final Schematic
- Trip 4 PPR Meeting – Public Meeting Preview
RACC Meeting – Present and discuss Final Art Concept
Public Meeting #3 - Final Schematic Design Open House
Meeting with City Agencies as necessary
Water Bureau Meeting if water feature is included in scope
Agency Meetings if Architecture is included in scope
PPR Meeting – Public Meeting Debrief

Design Development

\$109,453

Duration: 12 weeks from date of written authorization

Upon Client's authorization to commence design development, Hargreaves Associates shall prepare design development drawings and a preliminary cost estimate for Hargreaves Associates' portion of the work. These design development plans will define the character and essentials of the project including selection of materials.

3.0 Design Development

3.01 Subtasks:

- a. Review SD Cost Estimate (HA/ LH/ Consultant Team)
- b. Develop Layout, Grading, Materials, Lighting and Furnishings, and Planting Plans and preliminary details. (HA)
- c. Demolition Plan, Erosion Control Plan, Storm & Utility Plan, and Details. Generate earthwork volume for grading plan. (KPFF)
- d. Planting Palette and Plans, Irrigation Zoning (LH)
- e. Electrical one-line diagram and load summary, preliminary utility coordination documents, preliminary lighting energy code analysis as required, preliminary circuitry and equipment layout, and preliminary photometric calculations. Develop engineering approach to street lighting. (RE)
- f. Structural foundations and preliminary details.
- g. Art Plans/Elevations (DH)

3.02 Deliverables:

- a. 50% Design Development Drawings
- b. 100% Design Development Drawings
- c. 100% Outline Specifications
- d. Design Development Level Cost Estimate in CSI Format
- e. Furnishings, Lighting and Materials Palette (cut sheets, samples, and/or color chips)

3.1 Street Improvement Permit Review – HA, LH, KPFF, RE

Goals: Establish an understanding of the technical issues related to proposed streetscape modifications and coordinate with City Agencies.

3.11 Subtasks:

DRAFT

Develop approaches to:

- a. Storm Water Treatment and Disposal
- b. Water Supply
- c. Street trees/ Planting
- d. Sidewalks/ Paving/ Curbs
- e. Lighting

3.12 Deliverables:

- a. Summary Memo of Street Improvement Issues/ Approaches

Trips and meeting schedule as described in Exhibit B but shall not exceed 3 (2-3 person) trips to Portland, as described below:

Weekly meetings with PPR project manager via phone conference

Trip 1 PPR Meeting – PAC meeting preview – DD check in
PAC Meeting – Present Materials and preliminary detail ideas
TAC Meeting – Technical and permitting check in
RACC Meeting – Update on artwork development and funding
BDS Meeting – Early Permitting Assistance meeting
Pre-Application Meeting for Street Permit Work
Meeting with City Agencies as necessary
PDOT Meeting – HA, RE, KPFF

Trip 2 PPR Meeting – 50% DD drawing review comments – Cost estimate presentation
City/County Advisory Committee on the Disabled Meeting
RACC Meeting – Update on artwork development and funding
TAC Meeting – Technical Check-in and updates – review comments
BDS Meeting – Early Permitting Assistance
Meeting with City Agencies as necessary

Trip 3 PPR Meeting – DD issues Check-in VE discussions if necessary
TAC Meeting – Technical Check-in and updates – review comments
Meeting with City Agencies as necessary

Construction Documents, Permits and Bidding **\$160,420**

Duration: 20 weeks from date of written authorization

Upon Client's approval of the design development plans and preliminary cost estimate, Hargreaves Associates will develop drawings and technical sections of specifications to construct the work and shall prepare a final estimate of construction cost. Client shall be responsible for Bidding and Contract Requirements and General Requirements divisions of the specifications. Hargreaves Associates shall prepare working drawings and technical sections of specifications to conform to applicable codes and regulations of governmental bodies having jurisdiction over the work.

In developing working drawings and technical sections of specifications, Hargreaves Associates shall coordinate with other consultants as required and shall use its best efforts to maintain a construction budget in accordance with the preliminary design estimate accepted by the Client at the end of the

DRAFT

design development phase. When the final estimate of construction cost is one hundred ten percent (110%) of the preliminary budget estimate, or less, the final estimate will be acceptable to Client.

4.0 Construction Documents – HA, LH, KPFF, RE, ABHT, DH, ACC

4.02 Subtasks:

- a. Review DD Cost Estimate (HA/ LH/ Consultant Team)
- b. Layout, Grading, Materials, Lighting and Furnishings, and Planting Plans, and Technical Details. (HA)
- c. Demolition Plan, Erosion Control Plan, Utility Plan and Details, Storm Plan and Details. Prepare support documentation for 1200-C permit. Prepare Drainage Report for Building/ Grading Permit. Generate earthwork volume for grading plan 90% CD. (KPFF)
- d. Preliminary ROW Drawing Set for PDOT review at 60% CD (HA/KPFF) and Final ROW Drawing Set (HA and KPFF).
- e. Final Planting Schedule and Detail Plans, Soils Plan, and Irrigation Plan and Details. (LH)
- f. Electrical Plans and Details, Final Photometric Calculations. (RE)
- g. Structural Foundation Plans and Details. (ABHT)
- h. Art Plans and Elevations for Fabrication – if required and determined to be incorporated in the construction set. (DH)

4.01 Deliverables :

- a. 60% Construction Drawings, Special Provisions and Draft Specifications, and Cost Estimate in CSI Format
- b. 90% Construction Drawings, Special Provisions and Draft Specifications, and Cost Estimate in CSI Format
- c. Preliminary ROW Drawing Set to be permitted in advance and separately
- d. 100% Construction Drawings, Special Provisions and Specifications and Cost Estimate in CSI Format and in city bid form
- e. Final ROW Drawing Set
- f. Digital CAD copy of 100% Drawings
- g. Addenda during Bid period

4.1 Building Permits – HA, LH

Hargreaves Associates shall prepare drawings for the City for filing the appropriate plans and documents which are required to secure the necessary design approvals from the various governmental agencies having jurisdiction over the project, but City shall be solely responsible for securing all such approvals. Permit submission forms and permit payments/fees shall be the sole responsibility of the City.

4.11 Sub tasks

- a. Lead coordination with Bureau of Development Services on checklist comments. Monitor permitting process and meet with City Bureaus as necessary to expedite permitting (LH).
- b. Respond to permit review comments (Team).

4.12 Deliverables:

- a. Provide information, corrections and additions to drawings/ specifications if necessary. (Team)

4.2 Street Improvement Permit – HA, LH, KPFF, RE

DRAFT

Goal: Provide all information, corrections, and additions necessary to obtain street improvement permits.

4.21 Subtasks

- a. Coordinate with Bureau of Transportation Engineering and Development on checklist comments. (LH, KPFF, RE)
- b. Respond to permit review comments (HA, LH, KPFF, RE).

4.22 Deliverables:

- a. Provide information, corrections and additions to drawings/ specifications if necessary. (HA, LH, KPFF, RE).

4.3 Bid Period Services – HA, LH, KPFF, RE, ABHT, DH, PG

Goals: Facilitate bid process and City selection of contractor.

4.31 Subtasks:

- a. Prepare addenda and respond to bidder questions. (Team)

4.32 Deliverables:

- a. Addenda and Drawing Revisions and Supplements as necessary. (Team)

Trips and meeting schedule as described in Exhibit B but shall not exceed 4 (2-3 person) trips to Portland, as described below:

Weekly meetings with PPR project manager via phone conference

Trip 1 PPR Meeting – 100% DD submittal feedback – Cost estimate presentation
TAC Meeting– 100% DD submittal feedback
BDS Meeting- Permitting Check-in
City/County Advisory Committee on the Disabled
RACC Meeting – if necessary

Trip 2 PPR Meeting – Preliminary CD issue check-in – VE discussions if necessary
TAC Meeting– Preliminary CD issue check-in
BDS Meeting- Permitting Check-in

Trip 3 PPR Meeting – 60% CD submittal feedback – Cost estimate presentation
TAC Meeting– 60% CD submittal feedback
BDS Meeting- Permitting Check-in
City/County Advisory Committee on the Disabled

Trip 4 PPR Meeting – 90% CD submittal feedback – Cost estimate presentation
TAC Meeting– 90% CD submittal feedback

Construction Administration and Close-Out

\$55,156

Duration: 20 weeks from date of written authorization

Hargreaves Associates shall make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in

DRAFT

accordance with Hargreaves Associates design intent and construction documents. On the basis of its observations while at the site, Hargreaves Associates will keep Client informed of the progress of construction. Hargreaves Associates may condemn work failing to conform to the contract documents. Hargreaves Associates shall prepare and issue change orders only with prior approval of Client.

Hargreaves Associates shall endeavor to secure compliance by the contractor to the plans and specifications. Hargreaves Associates shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Hargreaves Associates shall not be responsible for the contractor's errors of omission or failure to carry out the work in accordance with the contract documents.

5.0 Construction Administration – HA, LH, KPFF, RE, DH, ABHT

Goals: Provide construction administration services to ensure compliance of construction with construction documents - contractor to provide construction schedule, submittal schedule and weekly meeting agendas.

5.01 Subtasks:

- a. Review submittals, including shop drawings, and respond to RFIs. (Team)
- b. Monitor contractor performance and provide site observation. LH to provide local support for weekly meetings; HA to be available for weekly construction calls.
- c. Support inspection of ROW improvement performed by City staff. (KPFF/ LH)
- d. Provide updates of progress to PPR manager (HA/ LH)

5.02 Deliverables:

- a. Weekly Site Observation Reports – HA / LH
- b. Substantial Completion Report
- c. Final Completion Reports

5.03 Construction Close-Out

5.11 Subtasks

- a. Compile all changes to drawings and specifications
- b. Develop punch list
- c. Obtain all contractor provided operations and maintenance data
- d. Obtain all contractor provided guarantees and warranties beyond one year
- e. Sign acceptance of work. (HA and City)

5.12 Deliverables

- a. Electronic Record Drawings.

Meetings:

Weekly Construction Meetings

Weekly Meetings / Site visits with PPR project manager/ construction manager

Substantial Completion Walk Through

Final Completion Walk Through

Meetings with TAC as necessary

HA Trip schedule for CA to be determined but shall not exceed 7 (1-2 person) trips to Portland, as described below:

DRAFT

Trip 1 Pre-Bid Conference

Trip 2 Pre-Construction Conference

Trips 3-7 Construction observation visits for key reviews, such as final grading, materials mock-ups, plant material layouts, specialty item mock-ups, preliminary walkthrough and final walk through.

EXCLUSIONS TO SCOPE OF SERVICES

Client shall provide the following information or services as required for performance of the work. Hargreaves Associates assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should Hargreaves Associates be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- A. Topography and boundary surveys.
- B. Legal descriptions of property.
- C. Soils testing (not including geotechnical investigation) and/or engineering and utility base information.
- D. Existing site engineering.
- E. Overhead aerial photographs at controlled scale.
- F. Alternate designs for cost/value comparisons, other than Schematic Design Alternatives.
- H. LEED certification and documentation.
- I. Multiple or phased permit packages, other than ROW permit and building permit.
- J. Habitat and ecology reports or studies.
- K. Architectural design and associated structural and MEP Engineering.
- L. Fountain design and associated structural and MEP Engineering.
- M. Power, telecommunications and lighting for water features and art features/displays.
- N. Design development and construction document renewable energy systems design, photovoltaic, hydrogen fuel cell, wind power systems, etc.
- O. Oregon Energy Trust application review.
- P. Utility main extensions.

DRAFT

- Q. Design of PGE underground utilities by others. Layout assistance provided by KPFF for vault placement.
- R. Utility services for one water feature or building included. Additional utility services can be provided as an additional service.
- S. Existing City drainage system adequate for improvements. No storm water treatment or flow control required for new sidewalks.

DEVELOPMENT BUDGETS

- A. Upon signing of the Agreement, a proposed development budget for all items of work under the Scope of Services shall be established and approved in writing.
- B. This development budget shall be revised and approved at the completion of Design Development Phase and Working Drawing Phase.
- C. In the event that this development budget is reduced by more than 10% between the time of approval of the design development and the time of award of a construction contract, cost of modification of drawings and specifications to meet the reduced project budget shall be considered Additional Services.

DRAFT

FEES AND TERMS

Services described above shall be provided for the fixed sum of **US\$541,260** in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this Agreement by reference.

Reimbursable expenses are not included in the fee for professional services and are estimated to be \$56,952 and will be invoiced per the terms and conditions in Appendix A.

We would be pleased to answer questions you may have or to clarify various points above. If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely,

Mary Margaret Jones
President

Accepted by,

Name: _____

Name Printed: _____

Title: _____

Date: _____

