

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT
INTERNAL AFFAIRS COMMITTEE

FOR THE PURPOSE OF AUTHORIZING)
CONTRACT FOR PRE-) RESOLUTION NO. 88-910
CONSTRUCTION DAMAGE SURVEY)
SERVICES WITH CARLSON TESTING INC.)
FOR THE OREGON CONVENTION)
CENTER)

WHEREAS, Upon the recommendation of the Advisory Committee on Design and Construction, project funds were allocated for Pre-construction damage survey services in June of 1987; and

WHEREAS, Request for Proposals for such services were issued to ten firms on April 18, 1988; and

WHEREAS, A selection committee has selected Carlson Testing, Inc. as most qualified based on review of submittals received and subsequent interviews; and

WHEREAS, The Executive Officer recommends adoption of this resolution; now, therefore,

BE IT RESOLVED:

1. That the Council of the Metropolitan Services District authorizes the District to enter into a contract for Pre-construction Damage Survey services with Carlson Testing, Inc.

ADOPTED by the Council of the Metropolitan Service District this 28th
day of April, 1988.



Mike Ragsdale, Presiding Officer



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-4-598.CC BUDGET CODE NO. 52-00-00 8630-30900
 FUND: 52 DEPARTMENT: CONV. CTR PROJ. (IF MORE THAN ONE) _____
 SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT PRE-CONSTRUCTION SERVICES - DAMAGE SURVEY

2. TYPE OF EXPENSE PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES METRO & CARLSON TESTING, INC.

5. EFFECTIVE DATE APRIL 28, 1988 TERMINATION DATE JUNE 1, 1988
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 15,326
 PREV. AMEND _____
 THIS AMEND _____
 TOTAL \$ 15,326

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1987-88 \$ 15,326
 B. BUDGET LINE ITEM NAME ENR. SERVICES AMOUNT APPROPRIATED FOR CONTRACT \$ _____
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF 31-MARCH, 1988 \$ 973,701.73

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

Carlson Testing, Inc \$ 17,000 MBE
 SUBMITTED BY AMOUNT
Applied Technical Video \$ 18,000 - 22,000 MBE
 SUBMITTED BY AMOUNT WBE
 _____ \$ _____ MBE
 SUBMITTED BY AMOUNT

9. NUMBER AND LOCATION OF ORIGINALS ① METRO CONTRACTS; ② CARLSON TESTING; ③ CCP OFFICE

10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION: _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE
 TYPE OF BOND _____ AMOUNT \$ _____
 TYPE OF BOND _____ AMOUNT \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | | | |
|------|--------------------------------------|---------|-------------------------------|------------------------------|
| NAME | <u>KRAMER-GALEN & ASSOCIATES</u> | SERVICE | <u>STRUCTURAL ENGINEERING</u> | <input type="checkbox"/> MBE |
| NAME | <u>BERGMAN PHOTOGRAPHIC SERVICES</u> | SERVICE | <u>PHOTOGRAPHY</u> | <input type="checkbox"/> MBE |
| NAME | _____ | SERVICE | _____ | <input type="checkbox"/> MBE |
| NAME | _____ | SERVICE | _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
 YES NO
 B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
 YES DATE _____ INITIAL _____
16. COMMENTS:

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW  DEPARTMENT HEAD FISCAL REVIEW BUDGET REVIEW	CONTRACT REVIEW BOARD (IF REQUIRED) DATE _____ 1. _____ COUNCILOR 2. _____ COUNCILOR 3. _____ COUNCILOR	COUNCIL REVIEW (IF REQUIRED) _____ DATE
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- LEGAL COUNSEL REVIEW AS NEEDED:
- A. DEVIATION TO CONTRACT FORM _____
- B. CONTRACTS OVER \$10,000 _____
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this ____ day of April, 1988, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO", whose address is 2000 S. W. First Avenue, Portland, Oregon 97201-5398, and CARLSON TESTING, INC., hereinafter referred to as "CONTRACTOR" whose address is P O Box 23814, Tigard, Oregon 97223, for the period of April 28, 1988, through June 1, 1988, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work, Exhibit A, attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. To defend, indemnify and hold Turner Construction Company, Zimmer Gunsul Frasca Partnership and Metro and its agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of, or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

6. That he is duly licensed and registered and lawfully authorized to perform the required professional services in the state of Oregon and that he is duly qualified and competent by experience to perform the same;

7. To comply with any other "Contract Provisions" attached hereto as so labeled.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed fifteen thousand and three hundred and twenty six dollars (\$15,326.00) and in the manner and at the time designated in Exhibit B, Compensation; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the termination; but shall not be liable for indirect or consequential damages;

3. That in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court.

4. That this Agreement is binding on each party, its successor, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

CARLSON TESTING, INC.

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

ctcontract:bky
4/15/88

EXHIBIT A

SCOPE OF WORK

1. Establish and direct a program of investigation and analysis proposed in Contractor's submittal of March 30, 1988 and April 14, 1988, for Pre-construction damage survey services of identified structures adjacent to the site of the Oregon Convention Center. This program shall include sufficient inspection and analysis to determine the interior and exterior structural condition of the following buildings:

- a) Holladay Park Dental Building
- b) Holladay Park Professional Building
- c) Rainbow Preschool (two buildings)
- d) Teamsters Joint Council Building
- e) Cosmopolitan Motor Hotel
- f) Best Western - Kings way Inn
- g) KPDX - TV 49

2. Prepare and submit to Metro the following items upon completion of survey:

- a) One original final damage survey report prepared by Kramer - Gehlen & Associates including photographic prints.
- b) Four copies of the above final report.

In addition to the above, one original final damage report with photographic prints as described above shall be retained by Contractor for Metro's use.

3. Complete services by May 23, 1988.

4. Procure and maintain, at Contractor's expense, throughout this project, at least the following insurance from insurance companies satisfactory to Metro:

a) Worker's compensation and employers' liability insurance in accordance with the laws of the state of Oregon.

b) Public liability insurance with respect to personal injury and property damage, and containing contractors' protective protective liability insurance, with the following minimum limits:

Bodily Injury (including death)	\$1,000,000 per occurrence
Property Damages	\$1,000,000 per occurrence

\$1,000,000 aggregate per policy year

c) Comprehensive automobile liability insurance covering all owned, non-owned and hired automobiles used in connection with this project, with the following minimum limits:

Bodily Injury (including death and property damage)	\$1,000,000 per accident
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Prior to commencing services hereunder, Contractor shall furnish a certificate, satisfactory to Metro, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and the limits of liability thereunder, and further, providing that the insurance will not be cancelled or changed until the expiration of at least thirty (30) days after written notice of such change has been mailed and received by Metro.

5. Staff assigned to this project shall be that proposed in the March 30, 1988 and April 14, 1988 submittal. These include:

Don Kramer of Kramer - Gehlen & Associates, Project Manager
Andrew Ewing of Carlson Testing Inc.
Del Zander of Carlson Testing Inc.
Bergman Photographic Services (BPS)

These representatives shall not change without the prior written notification to, consultation with and approval of Metro.

6. Metro's representative for the project shall be Tuck Wilson, Convention Center Project Director.

EXHIBIT B

COMPENSATION

1. Total compensation for this contract shall not exceed \$15,326.00. Contractor shall not exceed this sum without prior approval in writing from Metro.

2. Metro shall compensate Contractor for work performed on a time-and-materials basis. Rates shall be as follows:

Licensed Professional Engineering Services	\$55.00/hour
Structural Inspector Services	\$27.50/hour
Professional Photographic Services	\$75.00/hour

Allowable expenses for work conducted under this contract are limited to mileage at \$.30/mile, photocopying, special delivery services, long-distance telephone, postage and photographic supplies and services per the attached Bergman Photographic Services price list. No other expenses shall be allowable without prior approval of Metro.

3. Upon submittal and acceptance by Metro of the final damage survey report, Contractor shall submit an invoice detailing work by position on an hourly basis and all allowable expenses to Metro for all work performed. Appropriate documentation shall accompany the invoice. Metro shall review billing and pay within 30 days upon receipt of a satisfactory invoice.

BERGMAN PHOTOGRAPHIC SERVICES



7816 S.E. 13TH AVE.
PORTLAND, OR 97202
(503) 239-6016
(503) 239-6010

CUSTOM PRINTS

Service: Custom Prints are made following specific instructions of the customer regarding color, cropping, burning-in, dodging and border configuration. Two contrast levels of paper are available and utilized as necessary. Each Ektacolor print is retouched as required to remove dust spots and other minor imperfections. Prices are for 8x10 and smaller negatives.

Schedule: Normal — 3 to 5 working days
Next Day — 50% extra
Same Day — 100% extra (when schedule permits)

Print Size	First Print	Additional Prints			
		2-9	10-49	50-99*	100 Plus*
upto 8x10	\$10.00	6.00	4.50	3.50	3.00
8.5x11	11.00	6.50	5.00	4.00	3.50
11x14	15.00	8.00	6.00	5.00	4.50
16x20	30.00	16.00	12.00	10.00	9.00
20x24	40.00	25.00	20.00	18.00	15.00
24x30	70.00	40.00	35.00	30.00	
30x40	90.00	50.00	40.00		

*No First Print Charge in Quantities of 50 or more.

REPRODUCTION GRADE PRINTS

Service: Reproduction Grade Prints are a step beyond Custom Prints in that critical color balance, tone matching, sizing to layout dimensions, and communication with the customer is carried to the extreme. Preliminary tests may be viewed and discussed for added control.

Schedule: Same as Custom Prints

	upto 8x10	8.5x11	11x14	16x20	20x24	24x30	30x40
First Print	\$15.00	19.00	26.00	42.00	60.00	100.00	140.00

Additional prints per custom price list.

COLOR NEGATIVE SERVICES

4x5 Color Internegative from 4x5 or smaller transparencies: \$10.00
 4x5 Color Copy Negative from flat copy: \$10.00
 8x10 Color Internegative from 8x10 or smaller transparencies: \$15.00
 8x10 Color Copy Negative from flat copy: \$25.00
 6x7cm Color Copy Negative from flat copy: \$5.00 (minimum of 3)

BERGMAN PHOTOGRAPHIC SERVICES



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(503) 239-6016
(503) 239-6010

C-41 FILM PROCESSING

Service: Quality film processing is a prerequisite for high quality prints. Control strips are run and plotted daily before customer film is processed. More important, a conscientious attitude is maintained throughout all phases of film processing: yielding a clean and consistent product. Film is sleeved (uncut) or cut and placed in plastic pages.

Extras: Over- or under-development (not a recommended procedure) will be done at the customer's request. Please add 50%.

Schedule: 2 hours or less (large quantities may take longer). Film is run continuously from about 9:00 to 5:00.

Film Size	
135 - 12 - 20 - 24	\$2.00
135 - 36	2.00
120	2.00
220	3.00
4x5	1.00 (3 Sheet Minimum)
8x10	3.00
70&40mm	0.50 per foot

CONTACT SHEETS

Service: Proofing by Contact Sheet provides a rapid and informative way for a photographer to view the results of their work. Negatives are arranged on an 8 1/2 x 11 sheet for easy filing. Color balance and density are averaged for each sheet.

Schedule: Approximately 2 hours.

Contact Sheet only:	\$5.00
Extra Contact Sheet:	3.00
Process and Contact:	7.00

PROJECTED PROOF SHEETS

Service: An entire roll of film is arranged within a special 8x10 negative carrier and enlarged as a unit onto a sheet of 20x24 paper. Color balance and density are averaged for each sheet. Film processing and special set-ups are additional, and other sizes are available.

Schedule: 2 days or less
20x24 Projected Proof Sheet: \$20.00

NEGATIVE SERVICES

- 4x5 Color Print Film Transparency: \$15.00
- 8x10 Color Print Film Transparency (for overhead projection): \$20.00
- 4x5 Color Internegative from 4x5 or smaller transparencies: \$10.00
- 4x5 Color Copy Negative from flat copy: \$10.00

LIMITATION OF LIABILITY

Film entrusted to us will be handled with great care. Should any damage or loss by us occur, the extent of our liability will be replacement of lost or damaged film with an equal amount of unexposed film.

BERGMAN PHOTOGRAPHIC SERVICES



7816 S.E. 13TH AVE.
PORTLAND, OR 97202
(503) 239-6016
(503) 239-6010

PRODUCTION PRINTS

Service: Production Prints are semi-automated prints intended for quantity uses. High standards for color balance are retained with limited control over cropping and borders. Lettering and logos can be added in most cases.

Schedule: Normal — 3 to 7 working days

Print Size	10-49	50-99	100-199	200-499	500 or more
3½x5, 4x5	1.75	\$1.00	0.70	0.50	0.40
5x7	2.25	1.40	1.00	0.85	0.75
8x10	3.00	2.00	1.60	1.40	1.25
8½x11	-	2.25	1.75	1.50	1.35
11x14	-	3.50	2.75	2.40	2.00

COMPOSITE "CATALOG SHEETS"

Service: Composite prints combine art work, mechanicals, and camera original negatives or transparencies in any combination to produce a photographic print with text in black, white, or colors. Quantities of 1,000 or less can be printed faster and more economically than graphic art houses using conventional offset printing. Additional services include comb binding and foil stamping.

Schedule: Approximately 7 working days depending upon quantity and number of preparatory steps required.

Price: Each job is quoted individually combining set-up charges, outside services, and the production run. Samples are available on request.

REPROGRAPHIC SERVICES

Service: Kodagraph Photodrawings combine your title block, logo, job information and any other typesetting with a photographic image or images (often scaled) to make a photodrawing on film which has the capacity for additional drafting and inexpensive reproduction through conventional black-line and blue-line machines, e.g., aerial sites for planning.

Schedule: Approximately 7 working days depending on the quantity and number of preparatory steps required.

Price: Each job is quoted individually combining set-up charges, outside services, and the actual product run. Samples are available on request.

STAFF REPORT

Agenda Item No. 1

Meeting Date: April 28, 1988

CONSIDERATION OF RESOLUTION #88-910 AUTHORIZING
A CONTRACT WITH CARLSON TESTING INC. FOR PRE-
CONSTRUCTION DAMAGE SURVEYS FOR OREGON
CONVENTION CENTER

Date: April 13, 1988

Presented by: Cooper

BACKGROUND AND FACTUAL ANALYSIS

In June of 1987, the Budget Sub-committee of ACDC allocated \$40,000 for Pre-construction damage surveys. This action was taken upon the recommendation of Turner Construction Company.

The pre-construction damage survey work is designed to document the structural condition of selected surrounding buildings prior to any heavy construction activity at the convention center site. The "benchmark" measure is available to defend against subsequent claims of structural damage to surrounding buildings. The work is scheduled to occur from April 29 through May 23.

On April 18, 1988 a Request for Proposals (RFP) for Pre-construction damage survey services was issued. Upon the recommendation of ACDC, the scope of the RFP was scaled down from the original Turner recommendation. The RFP was mailed to 10 firms, a list of which is attached as Exhibit A. Two firms submitted a response by the deadline of March 30.

The responses were reviewed by a selection committee of:

Richard Waker, Metro Council
Tuck Wilson, Director, Convention Center Project
Dave Walcob, Construction Manager, Turner Construction

The guidelines used for review are attached as Exhibit B. Both firms were selected for interview on April 1. The firms are:

Carlson Testing, Inc. in association with Kramer-Gehlen & Ass.

Applied Technical Video in association with Cooper
Consultants, Inc.

Interviews with Carlson and Applied Technical Video were conducted April 11. At the conclusion of the interviews the committee selected Carlson Testing, Inc. as most qualified and least costly.

A copy of the contract is attached. Compensation is on a time-and-materials basis and is not to exceed \$15,326.

EXECUTIVE OFFICER RECOMMENDATION:

The Executive Officer recommends approval of the contract with Carlson Testing, Inc. for Pre-construction damage survey services.

LIST OF PRE-CON DAMAGE RFP

Harlan D. Luck
4340 S. E. Milwaukie Ave
Portland, OR 97202

Mater Engineering, Ltd.
101 SW Western Blvd.
PO Box 0
Corvallis, OR 97339

T & T Engineering, Inc.
4826 NE Alameda
PO Box 18219
Portland, OR 97218

Wurner, Louis & Company, S.A.F.
4111 S. W. Highway 101, #9
Lincoln City, OR 97367

Wong's Forensic & Metallurgical
Engineers, Inc.
30 S. E. 10th
Portland, OR 97214

Applied Technical Video, Inc.
4922 Portland Rd., N. E. #11
Salem, Oregon 97305
Attn: Ulana Kushner

Carlson Testing, Inc.
P. O. Box 23814
Tigard, Oregon 97223
Attn: Andy Ewing

Northwest Testing Laboratories, Inc.
5405 N. Lagoon Avenue
Portland, Oregon 97217-0126
Attn: Charles Lane

ABAM Consulting Engineers
4380 SW Macadam, Suite 100E
Portland, OR 97201
503-274-6297

Centrac Associates, Inc.
3739 SE 8th Avenue
Portland, OR 97202
503-238-8844

(sent above list ltr 3/18/88 announcing)
(sent clarification memo 3/24/88)

SUGGESTED RATING GUIDELINES
PRE-CONSTRUCTION DAMAGE SURVEYS

FIRM _____

Measure	Points Possible	Points Given
Experience of proposed project staff	30	-----
Experience of Firm in providing similar service for comparable projects	25	-----
Project approach; appreciation of scope and requirements	20	-----
Adequate project staffing; firm stability	15	-----
Proposed budget: reasonable? sufficient?	10	-----
Total	100	-----