

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ENTERING INTO ) RESOLUTION NO. 88-920  
A CONTRACT WITH GUTHRIE SLUSARENKO )  
& ASSOCIATES FOR THE PURPOSE OF ) Introduced by Rena Cusma,  
DESIGNING AND MANAGING THE CON- ) Executive Officer  
STRUCTION OF THE AFRICA EXHIBIT, )  
PHASE III )

WHEREAS, The Washington Park Zoo Master Plan calls for construction of Phase III of the Africa Exhibit; and

WHEREAS, The voters of the Metropolitan Service District approved funds for this project in the current tax levy; and

WHEREAS, The Washington Park Zoo has followed the prescribed guidelines for selecting a firm to design said project; and

WHEREAS, Guthrie Slusarenko & Associates has been found to be the most qualified and economical firm proposing to design said project; and


WHEREAS, The Council of the Metropolitan Service District Zoo Committee recommends approval of the Contract; now, therefore,

BE IT RESOLVED,

1. That the Council of the Metropolitan Service District authorize the District to enter into a Contract with Guthrie Slusarenko & Associates for the design and construction management of Phase III of the Africa Exhibit.

2. That the Contract be in effect for the duration of the project.

ADOPTED by the Council of the Metropolitan Service District this 26th day of May, 1988.

  
Mike Ragsdale, Presiding Officer

CONSIDERATION OF RESOLUTION NO. 88-920, FOR THE  
PURPOSE OF ENTERING INTO A CONTRACT WITH GUTHRIE  
SLUSARENKO & ASSOCIATES FOR THE PURPOSE OF  
DESIGNING AND MANAGING THE CONSTRUCTION OF THE  
AFRICA EXHIBIT, PHASE III

Date: April 27, 1988

Presented by: A. M. Rich

FACTUAL BACKGROUND AND ANALYSIS

Phase III of the Africa Exhibit is a priority one project in the Zoo Master Plan adopted by the Council and approved for funding by the voters in the current tax levy. This project includes animal exhibits and holding areas that will be located in the space remaining between Africa Phases I & II and the buildings that house facilities management. It also provides for a hay storage barn, a lower service road, an upgraded electrical distribution center and improvements to the employee parking lot.

A request for letters of interest and qualifications was advertised in The Skanner and Portland Business Today, and also mailed to architectural firms that had previously shown interest in Zoo projects. Three firms expressed an interest and were sent requests for proposals. Proposals were received from Jones and Jones, Guthrie Slusarenko & Associates and Dull Olson Weekes.

A selection committee comprised of Sherry Sheng, Zoo Director; McKay Rich, Assistant Zoo Director; Dennis Pate, Zoo General Curator; Allan J. Goff, Zoo Facilities Maintenance Manager; Neil Saling, Metro Construction Manager and Mike McNamera, architect and member of the Friends of the Zoo, reviewed the proposals following that up with an interview on April 25, 1988. The selection process allowed for an analysis and judgement of the architectural and design abilities of each firm as they relate to this project. Specific selection criteria included:

1. Competence of project manager to be assigned
2. Competence of members included on proposed design team
3. Demonstrated competence on projects of similar scope and complexity
4. Ability to meet DBE/WBE goals
5. Ability to interact effectively with the Zoo design team
6. Ingenuity of approaches to the project
7. Recognition and expression of concerns about the project
8. Successful development of fixed fee negotiations

After careful consideration based on the criteria, the committee is recommending that the design contract for Africa III be awarded to Guthrie Slusarenko & Associates. This firm made an excellent presentation. They have had experience working with the Zoo design teams, having designed the Alaska Exhibit and the Zoo Master Plan.

The Alaska Exhibit received an award for excellence in concrete from the Oregon Concrete and Aggregate Producer's Council and the 1983 Master Plan received awards from the American Society of Landscape Architects and the State Chapter of that organization.

The negotiated fee for this project is \$ 532,623.00 . Other fees proposed were \$654,955 from Jones and Jones for the project as proposed with an alternate fee of \$556,000 for a reduced scope project. Dull Olson Weekes proposed \$525,000 with a list of 13 qualifications regarding the fee, including no provision for geotechnical services as required.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of this contract.



# GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 98-4-610-2 BUDGET CODE NO. 25-01-00-9630-10000  
 FUND: Capital DEPARTMENT: Zoo (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 Design of Africa Phase III

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 Guthrie Slusarenko Assoc.

5. EFFECTIVE DATE 6/1/88 TERMINATION DATE 4/30/91  
 (THIS IS A CHANGE FROM \_\_\_\_\_)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW estimate \$ 549,000  
 PREV. AMEND \_\_\_\_\_  
 THIS AMEND \_\_\_\_\_  
 TOTAL estimate \$ 549,000

### 7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988-89 \$ \_\_\_\_\_  
 B. BUDGET LINE ITEM NAME Engineering Serv AMOUNT APPROPRIATED FOR CONTRACT \$ 280,000  
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF May 31, 1988 \$ 280,000

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

Jones & Jones \$ 654,955  MBE  
 SUBMITTED BY AMOUNT  
Dall Olson Weekes \$ 525,000  MBE  
 SUBMITTED BY AMOUNT  
Guthrie Slusarenko Assoc. \$ 549,000  MBE  
 SUBMITTED BY AMOUNT

9. NUMBER AND LOCATION OF ORIGINALS 3

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 ODOT
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>Cooper</u> | SERVICE _____ | <input checked="" type="checkbox"/> MBE |
| NAME _____         | SERVICE _____ | <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

A.M. Reish  
 DEPARTMENT HEAD  
Donald R. Craig  
 FISCAL REVIEW 4/27/88  
[Signature]  
 BUDGET REVIEW 4-27-88

CONTRACT REVIEW BOARD  
 (IF REQUIRED) DATE \_\_\_\_\_

1. \_\_\_\_\_  
COUNCILOR
2. \_\_\_\_\_  
COUNCILOR
3. \_\_\_\_\_  
COUNCILOR

COUNCIL REVIEW  
 (IF REQUIRED)

DATE \_\_\_\_\_

LEGAL COUNSEL REVIEW AS NEEDED:

- A. DEVIATION TO CONTRACT FORM \_\_\_\_\_
- B. CONTRACTS OVER \$10,000 Upheld
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES \_\_\_\_\_

## ARCHITECTURAL SERVICES AGREEMENT

This Agreement is executed by and between the METROPOLITAN SERVICE DISTRICT, a municipal corporation (hereinafter "Owner") whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398; and Guthrie Slusarenko & Assoc. (hereinafter "Architect") whose address is 320 SW Sixth, Portland, OR 97204.

### ARTICLE I

#### TERM

The term of this Agreement shall commence June 1, 1988, and shall expire upon the completion of Architect's services as set forth in this Agreement, unless sooner terminated under the provisions hereof.

### ARTICLE II

#### GENERAL RESPONSIBILITIES OF THE ARCHITECT

- A. Architect shall perform the services in this Agreement and furnish or procure the services of consultants, incidental services and all equipment and facilities necessary for the successful completion of all services set forth in the Agreement.
- B. Architect and its consultants shall possess and shall employ professional skill, efficiency, timeliness and judgment in all of the work described in the Scope of Work (attached as Exhibit A) in accordance with the prevailing standards of similar firms of national reputation. Architect shall require equal performance of its consultants for work on this Project. Architect accepts the relationship of trust and confidence established with Owner by this Agreement.
- C. Architect shall fully cooperate with all corporations, firms, contractors,

governmental entities and persons involved in or associated with the Construction of the Africa Phase III Exhibit (hereinafter the Project), and especially with the Owner in furthering the interests of the Project.

Architect shall provide leadership to Owner on all matters relating to programming, concept/schematic documents, design development, construction documents, bid phase, and construction administration.

D. Architect and its consultants shall maintain and pay for such professional certification and licenses required by federal, state, local or other governmental jurisdictions throughout the term of this Agreement (excludes building permit - see Exhibit A, Page 7, Paragraph 7).

E. Architect shall be represented by a Project Partner who, as Architect's Project Manager, will have overall responsibility for carrying out the services required in this Agreement. The names and titles of Architect's representatives are:

Architect shall not change the above representatives without prior written notification to, consultation with, and approval of Owner. Such approval shall not be unreasonably withheld. Owner shall reserve the right to require modifications in the project team prior to and after the award of the contract. Owner shall direct all communications with Architect through the Project Manager.

F. Consultants. Owner has relied on Architect to identify the consultants necessary and qualified to provide the services described in this Agreement. Although not parties to this Agreement, Architect shall retain the following firms and individuals as consultants. These consultants shall be:

The parties acknowledge the sensitive nature of the soils at the site with regard slope stability. Services performed by consultants of Architect will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the applicable profession currently practicing under similar conditions.

Architect shall not change or terminate any consultants without the prior written approval of Owner provided such consultants comply with the terms of their Agreement with Architect. Such approval shall not be unreasonably withheld. All Architect's consultants shall be independent contractors and not employees or agents of Owner or Architect.

G. The terms and conditions of this Agreement, except for insurance as specifically provided hereinafter, shall be applicable to and binding upon all consultants retained by Architect for work on this Project.

H. Architect shall be solely responsible for the completeness, professional quality, technical accuracy, and coordination of programs, designs, calculations, drawings, specifications and all other professional services furnished by or on behalf of Architect.

I. Architect shall conform in all of its work and in that of its consultants

(i) to all applicable technical design, construction and other requirements of all federal, state, local or other agencies which have jurisdiction over the Project as of the date of completion of Construction documents; and

(ii) to all such requirements of servicing utilities which are in force and effect as of the date of completion of Construction documents or such laws and regulations which have been published on or before completion of Design Development documents and having an



effective date before the scheduled completion of construction.

- J. Architect shall meet with Owner as specified in Exhibit A. Architect shall cause to have in attendance at such meetings such members of its staff and consultants, together with their work product, as may be required by the meeting agenda prepared by Architect in consultation with Owner. The purpose and content of these meetings will be to review and refine the design consideration and elements of the Project, as well as to provide a progress review. Architect's schedule for services is shown in Exhibit B.
- K. Architect shall perform all of its services in accordance with Exhibit B. The schedule includes allowances for time required for Owner's review and concurrence of submissions and for concurrence of authorities having jurisdiction over the Project.
- L. The Architect shall make all Project information available to the Owner.

### ARTICLE III

#### COMPENSATION

- A. Duty to Compensate -- Architect shall be paid by Owner for services rendered under this Agreement as provided hereinafter and in Exhibit C, Compensation. Such payments shall be full compensation for services of the Architect and any and all consultants of Architect and for all labor, materials, supplies, equipment, and incidentals necessary to perform such services.
- B. Maintenance and Inspection of Records
1. Required Records -- Complete records and documentation relating to services performed by Architect on this Project shall be kept by Architect.
  2. Cost and Pricing Data -- Architect shall keep and maintain, from the time of execution of the Agreement until three years after receipt of final payment under the Agreement, reasonable and reliable detailed records of costs incurred in performing the Agreement.

Architect shall maintain detailed costs or pricing data sufficient to

evaluate the accuracy, completeness, and currency of Architect's costs in performing this Agreement. Owner or its representatives shall have the right to examine all books, records, documents and other data to verify all costs of Architect and its consultants and suppliers to maintain such records..

3. Audit and Inspection of Records -- Architect shall permit the authorized representatives of Owner to inspect and audit all data and records of Architect relating to its performance under this Agreement at any and all reasonable times for the duration of this Agreement and until the expiration of three years after final payment under this Agreement. Such audit may include all costs as described in Exhibit C.

Notwithstanding any other provisions contained in this Agreement, the periods of access and examination described above, for records which relate to (1) appeals under the "disputes" clause of this Agreement, (2) arbitration or litigation of claims arising out of the performance of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by Owner or any of its duly authorized representatives, shall continue until such appeals litigation, claims, or exceptions have been disposed of.

4. For purposes of any audit, any records of audits of Architect shall be made available to Owner at Owner's request. Architect shall cooperate with Owner and its auditors in the performance of any audit.

#### ARTICLE IV

##### OWNER'S RESPONSIBILITIES

- A. The Owner's representative for this Project is the Assistant Director of the Washington Park Zoo. All communications between Architect and Owner shall pass through the Owner's representative or his designated alternate. During the Construction phase, the Owner's representative shall be the Zoo's Construction Manager.
- B. Owner shall provide timely and accurate information regarding its requirements for the Project. Architect shall notify Owner in writing if any information provided by or required of Owner is insufficient.
- C. The Owner shall examine documents and render decisions as reasonably necessary for the orderly progress of the Architect's services and of the

Work.

- D. The Owner shall provide reasonable site access for soils investigation and other design and construction services.

#### ARTICLE V

#### INDEMNITY AND INSURANCE

- A. Indemnity - Architect acknowledges responsibility for liability arising out of Architect's performance of this Agreement and shall hold Owner, its officers, agents, consultants and employees harmless from and indemnify them for any and all liability, settlements, loss, costs, and expenses, including attorney's fees, in connection with any action, suit, or claim (1) caused or alleged to be caused solely by Architect's, its agents', consultants' or employees' acts, omissions, activities or services provided pursuant to this Agreement; (2) resulting or allegedly resulting solely from Architect's, its agents', consultants', or employees' acts, omissions, activities, or services provided pursuant to this contract where Owner is liable or alleged to be liable solely because of its employment of Architect.
- B. Worker's Compensation Coverage - Architect certifies that Architect has qualified for Worker's Compensation as required by state of Oregon. Architect shall provide Owner within ten (10) days after contract execution a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to Owner. All Architect's consultants shall maintain such insurance.
- C. Comprehensive, General and Automobile Insurance - Architect shall maintain comprehensive general and automobile liability insurance for the protection

of Architect, and Owner, their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad form property damage, including loss of use thereof, and occurring or in any way related to Architect's operations, each in an amount not less than \$1,000,000 combined single limit per occurrence/annual aggregate. Such insurance shall name Owner as an additional insured with the stipulation that this insurance, as to the interest of Owner, shall not be invalidated by any act or neglect or breach of contract by Architect.

D. Errors and Omissions Insurance - Architect shall provide Owner with evidence of professional errors and omissions liability insurance for the protection of Architect and its employees, insuring against bodily injury and property damage arising out of Architect's negligent acts, omissions, activities or services in an amount not less than one million dollars (\$1,000,000) combined single limit. Architect shall endeavor to use good faith in order to maintain in force such coverage for not less than five (5) years following completion of the Project. Such insurance shall be include contractual liability. In the event that Architect determines that the insurance limits under this paragraph will be anything less than one million dollars Architect shall immediately notify owner.

Within ten (10) days after the execution of this Agreement Architect shall furnish Owner a certificate evidencing the dates, amounts, and types of insurance that has been procured, pursuant to this Agreement. Architect will provide for not less than thirty (30) days' written notice to Owner before they may be revised, nonrenewed, or cancelled. Architect will advise

Owner of deviations or alterations in the terms of the foregoing policies other than those terms which are covered by the language of this agreement which latter terms shall not be altered without prior written authorization from Owner. The provisions of this subsection apply fully to Architect, and its consultants.

## ARTICLE VI

### GENERAL PROVISIONS

#### A. Disadvantaged Business Program

This contract has subcontracting goals for Disadvantaged Business Enterprise (DBE) and Women-Owned Business Enterprise (WBE) participation of seven (7) and five (5) percent respectively of the total contract sum be awarded to each group. If the goals are not met, Architect must demonstrate a good faith effort to meet the goals. The actions which Architect must take to demonstrate good faith efforts are set forth in Owner's Disadvantaged Business Program (Ordinance No. 87-23). Architect shall fully comply with the provisions of the Disadvantaged Business Program Ordinance, which is attached hereto and by this reference incorporated herein.

#### B. TERMINATION

1. This contract may be terminated prior to the expiration of the agreed-upon term:
  - (a) By mutual written consent of the parties;
  - (b) By Owner for convenience;
  - (c) By Owner for lack of funds;
  - (d) By Owner for cause

(e) By Architect of Owner's failure to pay undisputed amounts to Architect or to provide access..

2. If Owner terminates the contract in whole or in part for cause, payment of Architect shall be limited to the compensation due Architect through the date of termination and shall be in full satisfaction of all claims by Architect against Owner.
3. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Owner which accrued prior to such termination.
4. In the event of termination, the Architect shall furnish the Owner a complete set of drawings and all other work related documents and materials in the Architect's custody or under its control, all current as of the effective date of termination. The provisions of Article VI, Paragraph H shall apply to all such drawings and documents. Architect may maintain a record set of all drawings and documents provided. Owner shall not re-use drawings on any other project other than Washington Park Zoo projects without Architect's prior written consent.
5. In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, and reasonable termination allowance as agreed to by the Owner.

C. SPECIFIC REMEDIES - The rights, duties and remedies set forth in this Agreement are in addition to, and not a limitation on all rights, duties and remedies under the law.

D. RESOLUTION OF DISPUTES - If any dispute shall arise between Architect and

Owner, either before or after the termination of this contract, Architect and Owner shall attempt to negotiate a resolution of the dispute in good faith. In the event of any litigation concerning this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including such fees and costs upon trial and appeal.

E. PROJECT INFORMATION

No news press release or public presentation related to the Project, whether made to representatives of newspapers, magazines, civic organizations or television and radio stations, shall be made by Architect without authorization from the Owner.

F. ARCHITECT IDENTIFICATION

Architect shall furnish Owner his/her employer identification number as designated by the Internal Revenue Service.

G. INDEPENDENT CONTRACTOR

Architect's services shall be provided under the general supervision of Owner, but Architect shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Article III of this Agreement.

H. WORK IS PROPERTY OF METRO

1. All documents, including drawings, specifications and calculations prepared by Architect and its consultants, shall be the property of Owner as works made for hire. Architect does hereby convey, transfer and grant to Owner all rights of reproduction and the copyright to all such documents. Architect shall have no publication rights to any material produced by Architect or its consultants, without the prior

written approval of the Owner, which approval shall not unreasonably be withheld; however, the Architect may publish without permission if done in furtherance of the Project.

2. If this agreement is terminated or concluded for any reason, Owner may engage another architectural organization to provide services for the Project, including completion, maintenance, repair, expansion, contraction and rehabilitation. Owner and the successor architect may use all or any portion of the documents upon payment to Architect of the amount due it under this Agreement as set forth in Article VI.B5.

#### I. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on successors, assigns and legal representatives of Architect and on the successors, and assigns of Owner. The Architect shall not sell, assign, sublet or transfer any interest in this Agreement, or any part thereof, without the prior written consent of the other. Any attempted assignment by Architect without Owner's written consent shall be void.

#### J. PUBLIC CONTRACT LAWS

The applicable provisions of ORS Chapter 279, which are required to be included in public contracts are hereby incorporated by reference.

#### K. LAW OF OREGON

This Agreement shall be governed by the laws of the State of Oregon.

#### L. INTEGRATION

This Agreement represents the entire agreement between Owner and the Architect and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions in



documents for construction and may be amended only by written agreement signed by both Owner and Architect.

M. SEVERABILITY

Should any provision of this Agreement at any time be in conflict with any law, ruling or regulation or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remain valid. In the event any provision of the Agreement becomes less than operative, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

This Agreement was approved by the Metro Council on \_\_\_\_\_, at which time the Executive Officer was authorized and directed to sign said Agreement for and on behalf of the Council.

ARCHITECT: _____	OWNER: _____ METROPOLITAN SERVICE DISTRICT
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

## EXHIBIT A

SCOPE OF ARCHITECT'S SERVICES

## A. GENERAL

1. Architect shall prepare all plans, specifications, two final colored renderings, sections, elevations, details and other documents and information which may be necessary or convenient to adequately and completely convey to Owner, Contractor(s) and others the information necessary for the design and construction of the project. For purposes of convenience, the Architect's services under this Agreement are referred to as Basic Services.

Except as specifically provided below, Architect's Basic services shall consist of those architectural, engineering, interpretive planning, construction documentation and support, and other services which are customarily performed during the design and construction of comparable projects. They include architectural, structural, soils, mechanical, electrical, traffic, life safety, interior design, audio/visual, surveys, acoustical, food service, energy conservation, special lighting, security, materials handling, civil engineering, landscape architectural services, graphics and signage, construction technical support, and such others as required to complete the work.

2. The Architect shall meet and confer with the Owner on a weekly basis during the Design Phase with respect to site use and improvements, selection of materials, building systems and equipment, and to consider the Architect's recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors relating to costs of alternative designs or materials, preliminary budgets and possible economies.
3. The Architect shall be responsible for all printing and reproduction costs for its own use, and for the use of the Architect's consultants and Owner in preparing, checking, coordinating and estimating the Project and otherwise performing services for the term of this agreement. Architect shall provide seven (7) sets of all material including drawings, specifications, and other documents for the Owner's use at completion of Preliminary Concepts, Schematic Design, Design Development and at 30 percent, 60 percent and 100 percent completion of the Construction Document Phase.
4. A narrative progress report shall be submitted each month. The report shall include discussion of progress to date, problems, potential causes for delay or cost overrun and other information pertinent to the Project.
5. Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgement as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the

contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probably Construction Cost or other cost estimate prepared by him; however, the Architect does make the following promise to perform additional services: If the lowest responsible bid for construction of the Project exceeds the Approved Design budget by five percent or more, Architect shall perform such additional design services as are necessary to bring the construction of the Project within the Approved Design budget and Architect shall do so at no additional expense to the Owner.

6. Architect shall provide itemized construction cost estimates and updated schedules at the completion of:
  - a. Design concept;
  - b. Design development;
  - c. and Construction Documents phase.
7. In all phases Architect shall provide briefings for Metro Council and Friends of the Zoo and other citizen groups as appropriate.
8. The review or approval by the Owner of any drawings, estimates or other documents of any nature which may be produced by Architect pursuant to this Agreement shall not constitute an acceptance by the Owner of any work which does not conform to the terms of this Agreement nor shall such review or approval constitute a waiver by the Owner for claims against the Architect for Architect's failure to perform according to this Agreement.

#### B. BASIC SERVICES

Basic Services consist of work in eight (8) phases: (1) Programming, (2) Preliminary Concepts, (3) Schematic Design Services, (4) Design Development Services, (5) Construction Documents Services, (6) Bidding Phase Services, (7) Construction Contract Administration Services, and (8) Post-Construction Services.

#### C. PROGRAMMING

1. The Architect shall in conjunction with the owner's design team review, modify, and make final the Africa III exhibit and related areas theme, animal selection and interpretive sequences resulting in a final approved facility program.
2. Architect shall prepare initial site analysis considering geotechnical, topographical, utility and circulation issues. Architect must conduct needed soils studies to determine that all design work is compatible with site and city soil load restrictions.
3. Architect shall graphically indicate the phases of work, assuming a start date of June 1, 1988.
4. The Architect shall provide an overall Project Schedule which shall coordinate and integrate the Architect's design efforts with

construction scheduling. The Project Schedule format and level of detail shall be reviewed and agreed upon by the Architect and the Owner.

5. Architect shall investigate concepts for the overall development of the site, including land use, building sites, interior and exterior pedestrian and vehicular circulation, security provisions, landscaping concepts, site amenities and relationships to surrounding developments. Architect shall prepare and develop for Owner's review and approval an overall plan based on and incorporating the foregoing concepts and specifying optimum building placement, elevation and massing, phasing and site utilization.
6. Architect shall make presentations of programming and overall plan and site analysis studies and data for approval by Owner. Program shall be formally approved to serve as the basis of further design.
7. Architect will provide space for special interpretive programs.
8. Architect will specify visitor amenities needed along trails, necessary facilities for the handicapped, amount of covered viewing and number and capacity of restroom facilities.
9. Architect will pay special attention to the needs of children and the handicapped in designing viewing areas.
10. Architect acknowledges that information provided by staff about exhibits, animal management, maintenance and visitor requirements is informational only. Information provided by staff will be supplemental to and amplify the information provided in the Master Plan.

#### D. PRELIMINARY CONCEPT

1. Conceptual design shall be based on the Program developed in the Programming Phase and approved by the Owner.
2. Preliminary design concepts will be presented as small scale floor and site plans, exhibit elevations indicating general concept of building cross sections, massing models and materials, and narrative descriptions of the proposed exhibit systems.
3. Floor plans shall show relationship of major interior spaces and major entrances and exits.
4. Site plans shall show buildings and their relationships with adjacent paths and roadways, site ingress and egress, and general arrangement of service needs.
5. Architect shall evaluate the preliminary in the context of construction budget estimates, schedules, design objectives and responsiveness to program.

6. Architect shall make presentations of Preliminary Concepts for consideration by Owner for the purpose of selection and approval of these concepts for further refinement in the Schematic Design Phase.
7. Architect shall provide the Owner with seven (7) sets of copies of all drawings and written materials related to the Preliminary Design Concept Phase.
8. Architect shall attempt to replicate actual African land forms in the project landscape and design work.
9. Attention must be given by Architect to hay storage and equipment storage in facilities under design. Hay truck access to the existing elephant barn must remain open throughout construction.

#### E. SCHEMATIC DESIGN SERVICES

1. Based on the Preliminary Design Concept, the Architect shall provide the services necessary to prepare Schematic Design Documents consisting of outline drawings and specifications and other documents illustrating the general scope, scale and relationship of Project components for approval by the Owner. Schematic design studies shall consist of schematic plans and section drawings sufficient to meet the programmatic needs and to illustrate the scale and relationships of the architectural, structural, mechanical, electrical, civil, landscaping and other aspects of all components of the project. Architect shall prepare mounted presentation drawings, sketch perspectives, scale study models and other graphic material as required.
2. The Architect shall evaluate the Schematic Design against budget, schedule, design objectives and responsiveness to program.
3. The Architect shall conduct materials research to identify potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design. The Architect shall also investigate the availability and suitability of alternative architectural materials, systems and equipment.
4. The Architect shall report on the status of the design schedule and the projected work plan.
5. The Architect shall provide a cost estimate at the end of the Schematic Design Stage. Upon approval, this estimate will be referred to as the "Approved Design Budget."
6. At the end of the Schematic Design Stage, the Architect shall present for approval, by the Owner, the drawings and other documentation defining the design, project description and structural mechanical and electrical system recommendations.
7. Architect shall provide the Owner with seven (7) sets of copies of all drawings and written material. One set of site plans, floor plans and

building elevations shall be rendered and mounted for presentation purposes.

#### F. DESIGN DEVELOPMENT SERVICES

1. In the Design Development Stage, the Architect shall provide those services necessary to prepare for approval by the Owner, Schematic Design Documents and Approved Design Budget for approval by the Owner. The Design Development Documents will consist of Drawings and Specifications and other documents to fix and describe the size and character of the entire project, including architectural, structural, food service, mechanical, electrical systems and security systems, equipment, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation.

2. Based upon the approved Schematic Design, the Architect shall prepare the documents for this Design Development Phase according to the following guidelines:

a. Architectural design documentation services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the project through:

- 1) Plans, sections and elevations.
- 2) Typical construction details.
- 3) Fenestration, building enclosure.
- 4) Three dimensional sketch(es).
- 5) Character and quality of building interiors (public spaces, exhibit spaces, etc.)
- 6) Preliminary color/material palette.
- 7) Final materials selections.
- 8) Equipment layouts.
- 9) Exhibit cross sections
- 10) Graphics and Signage.

b. Structural design documentation services consisting of continued development of the specific structural system (s) and Schematic Design Documents in sufficient detail to establish:

- 1) Basic structural systems and dimensions.
- 2) Final structural design criteria.
- 3) Foundation design criteria.
- 4) Sizing of major structural components.
- 5) Critical coordination clearances.
- 6) Drawings and Specifications and materials lists.
- 7) Typical sections.

c. Mechanical design documentation services consisting of continued

development and expansion of mechanical Schematic Design Documents and development of Drawings and Specifications and materials lists to establish:

- 1) Equipment sizes and capacities
- 2) Equipment layouts
- 3) Required space for equipment. Mechanical room layouts.
- 4) Required chases and clearances.
- 5) Acoustical and vibration measures.
- 6) Visual impacts.
- 7) Energy conservation measures.
- 8) Riser diagrams.
- 9) Equipment schedule showing numbers and capacities of all major equipment, pumps, fans, etc.
- 10) Equipment control system scheme.

d. Electrical design documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Drawings and Specifications and materials lists to establish:

- 1) Criteria for lighting, electrical and communications systems.
- 2) Sizes and capacities of major components.
- 3) Equipment layouts.
- 4) Required space for equipment.
- 5) Required chases and clearances.
- 6) Riser diagrams
- 7) Security system scheme.
- 8) Energy conservation measures related to lighting.
- 9) Site lighting and distribution from sources.

e. Civil design documentation services consisting of continued development and expansion of Civil Schematic Design Documents and development of Drawings and Specifications and materials lists to establish:

- 1) Site plans showing exhibits, paving, sidewalks, curbs, landscaped areas, retaining walls and special features.
- 2) Plan showing existing grades.
- 3) Site drainage layout and location of utilities and points from which services will be run to the exhibits.
- 4) Entrances and exits

f. Landscape and streetscape design documentation services consisting of continued development and expansion of landscape Schematic Design Documents and development of Drawings and Specifications and materials lists to establish final scope and preliminary details for landscape work.

g. Interior design documentation services consisting of continued development and expansion of interior Schematic Design Documents and development of Drawings and Specifications and materials lists

to establish final scope and preliminary details relative to:

- 1) Interior construction of the project.
  - 2) Special interior design features.
  - 3) Furniture, fixtures and equipment selections.
3. At the point in time when approximately one-half of the Design Development Phase is complete, the Architect shall conduct a review of the design process with the Owner to ascertain that the Design Development Documents are on schedule and addressing the Owner's program requirements.
  4. Architect, as part of its production of the Design Development Documents, shall develop and refine as a single integrated document a written description of the criteria and standards to be incorporated into the final Construction Documents, where such design has not been explicitly defined in the Design Development Documents.
  5. During the course of this phase, Architect shall prepare evaluations of building materials and systems for the purpose of comparing construction costs, operating costs and short- and long-term benefits, e.g., value engineering/life-cycle analysis, energy conservation, and maintenance of mechanical features.
  6. Architect shall prepare, as part of Design Development, a Project Cost Estimate in sufficient detail to assist Owner in determining the reasonable construction costs of the Project. The estimate must take into account the availability of materials and labor, and construction sequencing and scheduling. If said estimate exceeds the "Approved Design Budget," the Architect shall, at the Architect's expense, redraw, revise and/or value engineer the Project, if so directed by the Owner, so that said estimate does not exceed the "Approved Design Budget" as adjusted by Owner.  
  
If Owner concludes, in good faith, that Architect's budget estimate is inaccurate, program adjustments and/or alternates shall be prepared by Architect at no cost to the Owner.
  7. Architect shall consult with Owner and City of Portland as required to obtain the requisite building permit(s). Architect shall also prepare written and graphic explanatory materials and appear on Owner's behalf at meetings relating to the building permit(s). Architect shall obtain the building permit prior to the construction contract award. Building permit will be paid for by Owner.
  8. At the end of the Design Development Phase, the Architect shall report on the status of the design schedule and the projected work plan for future phases to the Owner.
  9. At the end of the Design Development Phase, the Architect shall present for approval, by the Owner, the Design Development Drawings and other documents as may be appropriate.



10. Architect shall provide seven (7) sets of copies of all final drawings and written material.

#### G. CONSTRUCTION DOCUMENTS SERVICES

1. Based upon the approved Design Development, the Architect shall prepare for approval by the Owner, Construction Documents based on the approved Design Development Documents.
2. Architect shall ascertain, consistent with professional A.I.A. standards, that the Construction Documents are complete, accurate and coordinated between the architectural work and the work of the engineering and other involved disciplines for the Project; and that the contents of the drawings and specifications are internally consistent and consistent with the end of the Design Development Phase concurred in by Owner. In particular, documents prepared during this phase must translate the conceptual designs to specific constructable forms in a level of detail which precludes additional interpretation. When Owner, in good faith, determines that revisions, amendments or supplementary documents are required because of a mistake or omission on the part of Architect, Architect shall prepare them at no expense to Owner.
3. During the Construction Document Phase, Architect shall continue to prepare requested evaluations of building materials and systems for the purpose of comparing construction costs, operating costs and short- and long-term benefits consistent with Paragraph F.5.
4. The Architect shall present Construction Documents at the 30 percent, 60 percent and final stages for Owner's review and approval. The Architect shall provide evaluation of budget, schedule and response to program and design objectives at each stage.
5. The Architect shall recommend to Owner any adjustments to the Project's "Approved Design Budget" indicated by changes in Project scope requirements or general market conditions.
6. Architect shall provide an estimate based on the 60 percent Construction Document Stage. If the Architect's estimate exceeds the "Approved Design Budget," the Architect shall, at the Architect's expense, redraw, revise an/or value engineer the Project, if so directed by Owner, so that the estimate is within the "Approved Design Budget."  
  
If Owner, in good faith, concludes that Architect's budget estimate is inaccurate, program adjustment and/or alternates shall be prepared by Architect at no cost to Owner.
7. The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

8. The Architect shall prepare written and graphic materials as may be required from time to time to obtain necessary uses, appeals, site and other governmental permits and approvals.
9. The Architect will participate in the Furniture, Fixture and Equipment selection and acquisition process by:
  - a. Providing as part of Basic Services, cost estimates and specifications for the purpose of bidding and/or purchasing the following:
    - 1) Furniture related to the program spaces.
    - 2) Audiovisual equipment for installation or use with the audiovisual systems that will be incorporated into the exhibits.
    - 3) Fixed food service equipment.
  - b. Providing as part of Basic Services a list and a budget for generic types and quantities of loose equipment required for the operation of the project such as:
    - Portable easels, blackboards, podiums, stands
    - Barricades, portable handrails, stanchions and ropes
    - Waste containers
    - ladders
    - forklifts and man lifts
    - landscape maintenance equipment
    - cleaning equipment
    - Equipment related to food and gift services, including pots and pans, utensils, carts, etc.
10. Architect services shall include completion of all required surveys to determine location of exhibit boundaries, utility connections, road geometrics and other physical parameters which may affect the design of the exhibit. These services will also include study and coordination for utility relocation and road improvements within the site required to make the site functional.
11. Architect shall coordinate with Owner outline all procedures to be followed for the processing of change orders, reporting, and control of all shop drawings, transmittals, submittals, substitutions, catalogs, project reports, field orders, test reports, inspections, maintenance manuals, and other construction documentation. Architect shall prepare for review by Owner a schedule of the time that will be required for the review of various shop drawings, samples, product data, and other items furnished by the Contractor. At a minimum, such procedure shall require Architect to prepare and maintain detailed drawing logs and shop drawing logs for all revision drawings, instruction bulletins, change orders, contractor's submittals, and similar documentation produced, transmitted, or received during the course of work.
12. Architect shall prepare a complete set of signed reproducible Construction Documents as the deliverable work product of this phase

and suitable for use as bidding documents.

13. Architect shall prepare upon completion of Construction Documents Phase, an assessment of the estimated cost of construction based upon these final documents as compared to those documents used for the 60 percent construction document phase estimate. Assessment will provide Owner with the Architect's assessment of the anticipated lowest responsible general contract bid versus the "Approved Design Budget" prior to the Owner's decision to go out for construction bids.
14. The Architect shall provide final selection and obtain approval, by Owner, of colors and materials.
15. The Architect shall provide presentation services for presentations of Construction Documents for final approval, by Owner, prior to bidding.
16. Plan check corrections will be made by Architect and included in the construction document phase prior to bid.
17. Architect will provide an estimated ten year equipment maintenance schedule with related costs in current dollar values.

#### H. BIDDING PHASE

1. The Architect shall assist the Owner with respect to the following matters regarding solicitation and obtaining bids from Trade Contractors:
  - a. Establishing bidding schedules and procedures.
  - b. Conducting pre-bid conferences with prospective bidders to familiarize bidders with the bidding documents and management techniques and with any special systems, materials or methods called for by the documents.
  - c. Answering questions, evaluating substitution requests and issuing bid document addenda.
2. Architect shall provide, as part of the project cost, 55 sets of bid documents, and issue addenda, and print and distribute plans and specifications for bid. If the Owner requests additional sets beyond the 55 to be provided by Architect, the Architect shall provide such additional sets and the Owner shall pay the Architect its actual costs for producing such sets.
3. Architect shall assist in Owner's review and analysis of the bids and participate in pre-award conferences with the successful bidder to discuss procedures and applicable regulations.
4. If addenda are issued during the bidding phase and/or changes are made prior to execution of the construction contract for any respective bid package, such drawings and specifications as required shall be

conformed to the required construction condition and re-issued by Architect as part of a complete reproducible set of Conformed Construction Documents.

5. In the event that the lowest responsible bid shall exceed the "Approved Design Budget," by more than 5 (five) percent, Architect shall, at Architect's expense, redraw and revise the plans and specifications and re-bid the project, so that a responsible bid within said "Approved Design Budget" may be obtained.
6. Architect shall consult with Owner and City of Portland as required to obtain the building permit(s). Architect shall also prepare written and graphic explanatory materials and appear on Owner's behalf at meetings relating to the building permit(s). Architect shall obtain the building permit prior to the construction contract award. Building permit will be paid for by Owner.

#### I. CONSTRUCTION PHASE:

##### ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1. The Construction Phase will commence with the award of the construction contract and will terminate when final payment to the Contractors is due, or in the absence of a final Certificate of Payment or of such due date, sixty (60) days after the Date of Substantial Completion of the work, or beneficial occupancy, whichever occurs first.
2. Architect shall meet with, advise, and consult with the Owner, and Construction Contractor weekly to review design compliance, workmanship, and acceptability of the Contractor's performance and final product.
3. Architect shall assist in the administration of the construction contract as set forth in the General Conditions of the Construction Contract. Architect shall meet with and advise Owner as requested to facilitate prompt, economical and satisfactory completion of construction.
4. Instructions by Architect to the Contractor shall be forwarded through the Owner except as may be required in the event of an emergency. Architect shall have authority to act on behalf of Owner only to the extent provided in the Contract Documents unless otherwise modified in writing by Owner.
5. Architect shall participate in pre-construction and progress meetings at which Owner, Architect, and the Contractor(s) will discuss jointly such matters as procedure, progress, problems and scheduling. Architect will prepare minutes of the weekly meetings.
6. Architect shall inform Owner in writing of any meetings and discussions with the Contractor or subcontractors that result in decisions or

actions by the Architect which affect the Project; provided, however, that Architect shall have only that authority given Architect in the General Conditions of the Construction Contract.

7. Zoo must be kept as operational as possible, including but not limited to visitor use of Africa I & II.
8. Architect shall at all times have access to the work. Architect shall visit the site as necessary but not less than once a week during the construction phase, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in conformity with the Contract Documents. Architect shall prepare and submit to Owner a written report detailing its observations at each visit to the Project site. On the basis of such on-site observations as an architect, Architect shall keep Owner informed of the progress and quality of the work and shall advise Owner if the work in general is not proceeding in conformance with the Contract Documents. Architect shall endeavor to guard Owner against defects and deficiencies in the work of the Contractor

The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

Additionally Architect shall have a fully authorized and knowledgeable representative at the Construction site for 8 hours each working day for the first 90-day period following Notice to Proceed on the Construction Contract. For the next 180-day period, Architect shall have a fully authorized and knowledgeable representative at the site for 8 hours for 2 days each week. For the balance of the Construction phase, Architect shall have a fully authorized and knowledgeable representative at the site for 8 hours a minimum of one day each week. During project close out, Architect will have a fully authorized and knowledgeable representative on site as necessary to prepare punch-list and accomplish other final inspections as required beyond the one-day requirement.

9. Architect shall be the interpreter of the requirements of the Contract Documents as regards the compliance and workmanship in accordance with the design documents. Architect shall render interpretations necessary for the proper execution or progress of the work upon written request of Owner. Unless a longer period is agreed to by Owner, Architect shall render written decisions, within five (5) working days of receipt thereof, on all claims, disputes and other matters in question between Owner and the Contractor relating to the compliance with design of the work or the interpretation of the Contract Documents.

10. The Architect shall notify the Owner of any work which he/she observes does not conform to the Contract Documents and, upon instruction from the Owner, may reject such work on the Owner's behalf.
11. Architect shall establish and implement procedures for expediting the processing, review and acceptance of shop drawings and samples.
12. In accordance with professional practice, Architect shall review and note any exceptions or errors, or take other appropriate action, on the Contractor's submittals such as shop drawings, product data, samples, or other written or graphic material for conformance with the design concept of the work. Such review shall include whether or not the Contractor(s) has conformed with the Project design concept and with the Construction Documents. Such action shall be taken by Architect and its consultants consistent with the scheduling and progress of the Project, and within the priority assigned to the requirement for such information by Contractor. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component but shall only indicate approval for conformance with the design concept of the project and for general compliance with the information given in the Contract Documents. Architect shall endeavor to protect Owner against defects, discrepancies, and deficiencies in such submittals of which Architect is aware or of which Architect in the exercise of reasonable care and through its development of the Construction Documents should be aware. Architect's review will not relieve Contractor of any of its obligations under the Contract Documents.
13. Architect shall carefully review the Contractor's written requests for substitutions for specific products, materials, equipment, or systems, and other departures from the Construction Documents. Architect shall promptly complete its review within 5 working days of receipt of documents. Architect shall provide to Owner and Contractor a written response on the subject request, with a recommendation for its disposition and the reasons therefor within the above described time period.
14. The Architect shall prepare Drawings, specifications and supporting data and provide other services in connection with Change Orders to include technical analysis of Contractor's claims.
15. The Architect shall review the Work to determine the occurrence of the Date of Substantial Completion of a portion of the work done by the Contractor(s) and the date upon which such portion is finally completed. The Architect shall also determine the occurrence of the Date of Substantial Completion of all portions of the work and the date of final completion of the work. The Architect shall, based upon his observations and investigation, compile a list of incomplete and unsatisfactory items to be forwarded to the Contractor and shall obtain from Contractor a schedule for their completion. The Architect shall review all written warranties, as-builts, operation and maintenance

manuals and related documents required by the Contract as assembled by the Contractor.

16. Architect shall review the testing and inspection reports of independent testing agencies, and make written recommendations as the evaluation of the report data dictates. Owner and/or contractor shall be responsible for ordering such tests and inspections.
17. Architect shall review and become knowledgeable with the Contractor's construction schedule as accepted by Owner. Its reviews, approvals, investigations, clarifications, interpretations and all other activities needed shall be carried out in a prompt manner so as not to delay the Project in any way except if authorized in advance in writing by Owner.
18. Architect shall provide testing and air balancing criteria for all equipment and systems and shall review testing and balancing reports and advise Owner whether the equipment and systems meet design criteria. If systems and equipment do not meet design criteria, Architect shall advise of appropriate remedial action to be taken by Contractor.
19. Architect's mechanical, electrical and specialty engineers in conjunction with the Contractor's specified training sessions, will conduct a walk-through seminar of appropriate length and detail to explain to Owner personnel the specific operation of equipment and systems and assist in building start-up.
20. The Architect shall advise the Owner of changes in applicable codes and regulations that have taken place after the Building Permit is issued as the Architect becomes aware of them during the contract term.
21. The extent of the duties, responsibilities and limitations of authority of the Architect as a representative of the Owner during construction shall not be modified or extended without written consent of the Owner.
22. Architect shall review contractor's initial cost breakdown which will be used as the basis for contractor's progress payments.
23. Architect shall verify contractor's statement of quantities of materials priced on a unit costs basis; reimbursable field costs of the contractor, if any, for authorized overtime and time and material work; and amount of construction "work in place" completed each month for purpose of the contractor's Application for Payment. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required

by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract Sum.

24. If Architect observes, during usual jobsite visits, defects in Contractor's safety measures, Architect shall immediately notify Contractor and Owner.
25. Architect shall verify and approve quantities of work put in place during the preceding month on contractor's application for payment.
26. Architect shall advise the Owner of problems, such as strikes, delays and receipt of materials, etc., which may affect the construction schedule, and recommend solutions where applicable.
27. Architect shall assure that contractor maintains an up-to-date, reproducible, set of drawings reflecting "as-built" conditions of the work at all times.
28. During construction, Architect shall work with Owner to give careful consideration to animal moves and housing so that animals are minimally stressed, and are always properly housed.
29. Architect shall attend meetings as directed by the Owner and report to the Owner on the proceedings.
30. Architect shall maintain records at the Architect's office in an orderly manner. Include correspondence, Contract Documents, Change Orders, Construction Change Authorizations, Architect's Supplemental Instructions, reports of site conferences, Shop Drawings, Product Data, Samples, supplementary drawings, color schedules, requests for payment, and names and addresses of contractors, sub-contractors and principal material suppliers.
31. Architect shall keep, during the time indicated in Exhibit A, Paragraph I-8, a diary or log book recording the time and activities related to the Project, weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence or Work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of visitors, their titles, and time and purpose of their visit.



J. POST-CONSTRUCTION PHASE

1. Architect will provide project review for six months after exhibits open to the public including at least three meetings with the zoo design team.



EXHIBIT B

PROJECT SCHEDULE

PROJECT SCHEDULE  
AFRICA III AND RELATED AREAS

31 May	-	24 Jun	(4 Wk)	Initial Site Investigation
27 Jun	-	15 Jul	(3 Wk)	Programming, Review, Cost Estimate No. 1
18 Jul	-	29 Jul	(2 Wk)	Conceptual Design, Review, Cost Estimate No. 2
1 Aug	-	26 Aug	(4 Wk)	Schematic Design, Cost Estimate No. 3
29 Aug	-	2 Sep	(1 Wk)	Schematic Design Presentation, Review
5 Sep	-	28 Oct	(8 Wk)	Design Development, Cost Estimate No. 4, 5
31 Oct	-	9 Nov	(1-1/2 Wk)	Design Development Presentation, Review
10 Nov	-	9 Dec	(5 Wk)	Construction Documents 30%, Review, Cost Estimate No. 6
12 Dec	-	13 Jan 89	(5 Wk)	Construction Documents 60%, Review, Cost Estimate No. 7
16 Jan	-	24 Feb	(6 Wk)	Construction Documents 100%, Review, Cost Estimate No. 8
27 Feb	-	10 Mar	(2 Wk)	Construction Documents Presentation, Review
27 Feb	-	17 Mar	(3 Wk)	Plan Check Submittal
27 Feb	-	31 Mar	(5 Wk)	Construction Documents Final Revisions
3 Apr	-	7 Apr	(1 Wk)	Bid Documents Printing
12 Apr	-	10 May	(5 Wk)	Advertisement for and Receipt of Bids
17 May				Final Selection of General Contractor
8 Jun				Metro Approval of General Contractor
19 Jun 89	-	19 Jun 90	(13 Mo)	Construction
19 Jul 90				Final Completion
19 Jul	-	31 Jan 91	(6 Mo)	Post Construction Review

PROJECT SCHEDULE

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8.2 Consideration of Resolution No. 88-920, for the Purpose of Entering into a Contract with Guthrie Slusarenko & Associates for the Purpose of Designing and Managing the Construction of the Africa Exhibit, Phase III

Councilor Kelley, Chair of the Zoo Committee, reported the Zoo Committee had unanimously recommended the Council adopt the resolution. However, due to the need to negotiate minor changes to the contract documents, the resolution was pulled from the May 12 Council agenda. Negotiations were complete and she recommended the Council award the \$532,623 contract to Guthrie Slusarenko & Associates. Councilor Kelley suggested that for all future contracts, the exact contract sum be clearly indicated on contract documents.

Motion: Councilor Kelley moved to adopt Resolution No. 88-920. Councilor Waker seconded the motion.

Vote: A vote on the motion resulted in all eight Councilors present voting aye.

The motion carried and the resolution was unanimously adopted.

8.3 Consideration of Resolution No. 88-894A, for the Purpose of Amending the Classification and Pay Plans for the Metropolitan Service District

Presiding Officer Ragsdale, Chair of the Council Internal Affairs Committee, requested Ray Phelps review the key issues concerning the proposed amendments to the Plans and the revisions to the Plans recommended by the Committee. Mr. Phelps then reviewed the written Committee report contained in the agenda materials.

In response to Councilor Van Bergen's question, Mr. Phelps explained the Metro Employees' Association recommended maintaining a cost of living adjustment (COLA) program along with a merit salary adjustment program. The resolution included provisions for a merit only system.

Councilor Waker, a member of the Internal Affairs Committee, explained the Committee was recommending two merit programs. One program would be similar to the current COLA program but it would be granted only if the employee performed work on a satisfactory basis. The supervisor would conduct a simple pass/fail performance review before that merit increase would be awarded at the beginning of each fiscal year. The second merit raise would be awarded on the employee's anniversary date based on a more detailed evaluation of the employee's performance.



7.4 Consideration of Ordinance No. 88-253, Setting Policy on  
Complying with Conditional Use Requirements for the Use of the  
Clackamas Transfer & Recycling Center (CTRC) (First Reading)

The Clerk read the ordinance a first time by title only. Presiding Officer Ragsdale announced he was referring the ordinance to the Council Solid Waste Committee for a public hearing and recommendation. The Committee would meet May 31 to consider the ordinance.

Councilor Van Bergen was concerned the matter could be delayed in the Solid Waste Committee. Presiding Officer Ragsdale explained the Council's rules provided for the Council, by a majority vote, to remove any item from a committee if the item was not forwarded out of committee in a timely manner.

8. RESOLUTIONS

8.1 Consideration of Resolution No. 88-921, for the Purpose of  
Approving Contracts with Unisys, Moore Governmental Systems,  
Inc., and Intercomputer Communications Corp. for Acquiring  
Computer Hardware and Software

The Presiding Officer explained the resolution had not been reviewed by a Council Committee but budget amendments relating to the item had been reviewed by the Council Finance Committee. A Council subcommittee had also reviewed the proposed computer purchases and recommended the Council proceed with procurement of the system in accordance with the adopted Data Processing Plan.

Councilor Van Bergen summarized the subcommittee's recommendation and explained that after a thorough review, the committee concurred with staff's recommendation.

In response to Councilor Waker's questions, Ray Phelps, Finance & Administration Director, said the obsolete computer equipment would be sold. No additional personnel would be required to operate the equipment. The new equipment was capable of handling Convention Center Project and Metropolitan Exposition-Recreation Commission needs, he said.

Motion: Councilor Van Bergen moved, seconded by Councilor DeJardin, to adopt Resolution No. 88-921.

Vote: A vote on the motion resulted in all eight Councilors present voting aye.

The motion carried and the resolution was unanimously adopted.