

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 88 - 950
CONTRACT WITH NORTHWEST TESTING)
LABORATORIES, INC. TO PERFORM) Introduced by
TESTING AND INSPECTIONS SERVICES) Executive Officer Rena Cusma
FOR THE OREGON CONVENTION CENTER)

WHEREAS, The Bureau of Buildings of the City of Portland requires testing and inspection of the construction for the Oregon Convention Center ; and

WHEREAS, Northwest Testing Laboratories, Inc. responded to a Request for Proposals for testing and inspections services for the convention center; and

WHEREAS, Northwest Testing Laboratories, Inc. was selected as the most responsive firm, now, therefore,

BE IT RESOLVED,

That Metro contract with Northwest Testing Laboratories, Inc., for special testing and inspection services for the Oregon Convention Center.

ADOPTED by the Council of the Metropolitan Service District this
14th day of July, 1988.



Mike Ragsdale, Presiding Officer



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-7-716CC BUDGET CODE NO. 52 00-00 8630 30700 -
 FUND: CTS DEPARTMENT: Convention (IF MORE THAN ONE) - - -
Center Project
 SOURCE CODE (IF REVENUE) - - -

INSTRUCTIONS

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

1. PURPOSE OF GRANT/CONTRACT testing and inspection services required by the Bureau of Buildings of the City of Portland

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 and Northwest Testing Laboratories, Inc.

5. EFFECTIVE DATE July 15, 1988 TERMINATION DATE December 31, 1990
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT:	ORIGINAL/NEW	\$ <u>275,000.00</u>
	PREV. AMEND	_____
	THIS AMEND	_____
	TOTAL	\$ <u>275,000.00</u>

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988 8 9 \$ 200,000.00

B. BUDGET LINE ITEM NAME Construction AMOUNT APPROPRIATED FOR CONTRACT \$ 200,000.00

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF July 1, 1988 x19 \$ 30,697,460.00

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

SUBMITTED BY _____ \$ _____ AMOUNT MBE
 SUBMITTED BY _____ \$ _____ AMOUNT MBE
 SUBMITTED BY _____ \$ _____ AMOUNT MBE

SEE STAFF REPORT

9. NUMBER AND LOCATION OF ORIGINALS Metro, Northwest Testing Laboratories, Inc. and Convention Center Project

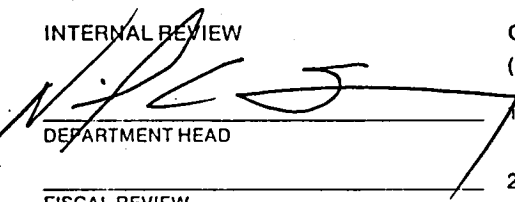
10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE
 TYPE OF BOND _____ AMOUNT \$ _____
 TYPE OF BOND _____ AMOUNT \$ _____
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input 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

CONTRACT REVIEW BOARD
(IF REQUIRED) DATE _____

COUNCIL REVIEW
(IF REQUIRED)


DEPARTMENT HEAD

1. _____
COUNCILOR

DATE

FISCAL REVIEW

2. _____
COUNCILOR

BUDGET REVIEW

3. _____
COUNCILOR

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 _____th day of July, 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 Northwest Testing Laboratories, Inc., hereinafter referred to as "CONTRACTOR" whose address is 5405 N. Lagoon Avenue, for the period of July 15, 1988, through December 31, 1990, 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. That it 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;
6. That it shall neither assign nor transfer any part of the service without the prior written consent of METRO;

7. That it shall be responsible for the completeness, professional quality and technical accuracy of work performed pursuant to this contract including work performed by any subconsultants; and

8. That the principal staff proposed in the May 25, 1988, submittal shall be assigned to this project, and that these representatives shall not be changed without prior notification to, consultation with, and approval of METRO. These representatives are:

James Hietpas, Supervisor of Field Operations
Vern Bedinger, Chief Field Inspector

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed TWO HUNDRED SEVENTY-FIVE and NO/100ths DOLLARS (\$275,000.00) 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, Exhibit A.

BOTH PARTIES AGREE:

1. That the information contained in Section A of the submittal dated May 25, 1988 is incorporated into this Agreement and is attached as Exhibit C;

2. 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;

3. 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;

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.

WARRANTY AND LIABILITY:

1. CONTRACTOR warrants that its services are performed, within the limits prescribed by METRO, with the usual thoroughness and

competence of the engineering profession, in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, either expressed or implied, is included or intended in CONTRACTOR'S proposals, contracts, or reports.

2. CONTRACTOR agrees to defend, indemnify, and hold METRO harmless to the extent permitted under the Tort Claims Act of Oregon from any claim, liability, or defense costs in excess of the insurance limits below (paragraph 4) for injury or loss sustained by any party from exposures allegedly caused by CONTRACTOR'S performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of CONTRACTOR.

3. In the event of 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. CONTRACTOR shall provide evidence of the following insurance:

Comprehensive General Liability	\$1,000,000.00
Professional Liability	1,000,000.00

CONTRACTOR shall have Metro named as additional insured. CONTRACTOR will also provide worker's compensation and employers' liability insurance in accordance with the laws of the State of Oregon.

5. Before commencing its 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 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 cancellation or change has been mailed and received by METRO.

NORTHWEST TESTING LABORATORIES, INC.

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

Approved as to form:

General Counsel

test:swb
6/28/88

EXHIBIT A
SCOPE OF WORK

1. CONTRACTOR shall perform testing and inspection services for the Oregon Convention Center project as described in Section VIII of the Request for Proposals issued May 25, 1988, and incorporated as Exhibit A-1. Reference in this scope to "the Project" shall be deemed to mean the project for the construction of the Oregon Convention Center.

2. CONTRACTOR shall keep detailed records of all testing and inspection work and include these records as a part of the monthly requisition for payment.

3. CONTRACTOR shall submit provide daily inspection reports at the job site and send copies to KPFF (structural engineer), Zimmer Gunsul Frasca (architect), Turner Construction Company (construction manager), the Bureau of Buildings for the City of Portland, the General Contractor, and METRO.

4. CONTRACTOR shall not permit work to be covered, concealed, or put into use until it has been properly inspected and accepted. CONTRACTOR shall use a form approved by Turner Construction Company, the construction manager, indicating that work has been tested and accepted in accordance with the requirements of this contract which thereby allows such work to be covered, concealed, or put into use.

Should any other contractor attempt to cover or conceal work prior to its approval and acceptance, CONTRACTOR shall have the responsibility of immediately notifying the Quality Control Manager of the General Contractor and Turner and preventing work in such area until it has been inspected and approved.

If work is covered or concealed prior to its first having been inspected, CONTRACTOR shall notify Turner directly of such instance. The work will be exposed, if determined necessary by Turner, so that inspection may take place. The cost of exposing such work or premium costs resulting from alternate means of inspections shall be borne by the General Contractor for the convention center project.

5. If additional testing or inspection is required above the scope of work as herein defined, CONTRACTOR shall perform those additional tests and inspections at the price indicated on the proposal, if applicable. If such tests and inspections are within the qualifications and facilities of the CONTRACTOR and not included as a part of the original scope, the CONTRACTOR shall perform those additional tests and inspections at a price negotiated between the CONTRACTOR and METRO. Prior to beginning additional testing, the CONTRACTOR shall obtain written approval from METRO.

6. If, for any reason, Turner Construction Company is not satisfied with the work being performed under this contract, Turner may recommend that METRO terminate the contract as described in this Agreement.

7. CONTRACTOR shall not make test upon portions of the project completed prior to the date of this award except with the written direction of Turner.

EXHIBIT A - 1

VIII. TESTING and INSPECTION PRICES - Preliminary Scope of Work

A standard form contract is attached for respondents to review. It is anticipated that the following preliminary scope of work will be included in the contract with the testing agency. Final terms and conditions will be negotiated with the successful firm prior to execution. Note that this contract requires written reports as indicated under Testing Price 12.

Respondents shall list all prices requested. If one or more prices are not within the scope of the agency's experience, abilities or facilities, the agency shall find a source to perform this work under their contract. These sources shall be identified in the proposal and are subject to Metro's approval.

On the proposal form attached, submit prices for the following test work:

Testing Price No. 1:

One (1) tensile and bend test for the reinforcing steel as specified in Specification Section 03200 is required to be performed pursuant to ASTM A615 and ASTM A82 and the Uniform Building Code 1985 Edition as amended by State and City.

Testing Price No. 2:

One (1) tensile and bend (or flattening) test for the steel shapes, plates, bars, pipe and tubing as specified in Specification Sections 05120, 05500 and 03200 is required to be performed pursuant to ASTM A36 on a random basis for structural steel which is identifiable by heat number with respective mill analysis.

Testing Price No. 3:

One (1) elongation test for the steel shapes, plates, bars, pipe and tubing as specified in Specification Sections 05120, 05500 and 03200 is required to be performed pursuant to ASTM A36, A500, and A501 on a random basis for structural steel which is identifiable by heat number with respective mill analysis.

Testing Price No. 4:

One (1) tension and bend test for the metal deck as specified in Specification Section 05310 is required to be performed pursuant to ASTM A446 on a random basis for metal deck where the material is identified by heat number with respective mill analysis.

Testing Price No. 5:

One (1) elongation test for the metal deck as specified in Specification Section 05310 is required to be performed pursuant to ASTM A-6 on a random basis for structural steel which is identifiable by heat number with respective mill analysis.

Testing Price No. 6:

Test one set of concrete compression cylinders for all concrete specified in Specifications Sections 03300, 03422 and 03450. Include cost of molds in this price. Procedure for and cost of making specimens identified under Inspection Price No.2. Compression tests shall be performed in accordance with ASTM C39. Compression test cylinders will be made and stored in accordance with ASTM C90 and C94 under Inspection Price No.2.

Testing Price No. 7:

Test cement grout and/or shrinkage resistant grout as specified in Specifications Section 05120 for elongation and compressive and tensile strength in accordance with ASTM D638 and D695. Samples to be taken randomly throughout construction under Inspection Price No.6.

Testing Price No. 8:

Test compression prisms for all masonry units specified in Specification Section 04200. Prisms shall be prepared and stored in accordance with the 1985 Uniform Building Code under Inspection Price No. 6 and tested in accordance with UBC Standard 26-13.

Testing Price No. 9:

Review all mix designs submitted for concrete material as specified in Specification Section 03300. Upon approval of such mix designs by all interested parties, prepare a trial batch of each. From the trial batch prepare compression test cylinders and drying/shrinking specimens for each class of concrete subject to shrinkage tests. Specimens shall be fabricated, cured, dried and measured as outlined in ASTM C157 and as modified by Section 03300, Paragraph 3.4 of the Specifications. The above testing shall be performed and reported in accordance with ASTM procedures.

Testing Price No. 10:

Test fine and coarse aggregate for all classes of concrete as specified in Specification Sections 03300. The cost of aggregate sampling is included in the concrete inspection price. Sampling of this aggregate will be made on a random basis, but approximately once for each 500 cu. yards of concrete placed. Three (3) aggregate samples shall be tested for each time sampling.

Testing Price No. 11:

Test spray-applied fireproofing specimen sets of the fireproofing material specified in Specification Section 07250. Sets (of three each) shall be made and stored under Inspection Price No. 7 and tested in accordance with ASTM E605.

Testing Price No. 12:

This price shall include the costs associated with the mobilization and demobilization necessary for this project and be in accordance with the plant and storage, temporary facilities, and other arrangements described. The costs shall reflect but not be limited to the following:

- a. site office establishment
- b. temporary structure(s) establishment
- c. permits, licenses, notices
- d. special testing equipment and storage establishment (e.g. concrete compression press)
- e. personnel relocation

Submit on the Proposal Form prices for the following inspection work. Inspectors shall, in addition to responsibilities noted elsewhere, be responsible for the following:

1. Having one (1) supervising inspector on-site who will be the liaison between the testing agency and the Turner, Metro, and the general contractor for each type of inspection.
2. Filing daily reports and time cards showing a detailed breakdown of the time spent on work performed under this contract and in what particular areas of inspection. The daily report shall be signed by the laboratory's managing registered engineer. The time cards shall be verified and approved daily by Turner.
3. Submitting a final report signed by a registered engineer or licensed architect who is responsible for the inspector(s) stating that the inspected work was in conformance with the contract documents, workmanship provisions of the local codes, etc.

Inspection Price No. 1.

Inspect reinforcing steel work as specified in Specifications Section 03200, as necessary to confirm compliance with the contract documents, codes, etc., and perform any other related inspection work required by Turner, including the following:

- a. giving approvals on rebends and/or straightening of reinforcing steel in accordance with guidelines provided for such approvals
- b. verifying the tagging of reinforcing steel at fabricator's plant.

Inspection Price No. 2

Inspect the concrete work as specified in Specification Sections 03300 and 03450, as necessary to verify compliance with the contract documents, codes, etc., and perform any other related inspection required by the Turner including, but not limited to the following:

- a. Verify the ability of the batch plants to produce concrete within requirements. This verification shall include compliance of the plant and equipment including method of measuring aggregates such that all ingredients can be uniformly and accurately controlled and easily checked. Verify also that batching plant is equipped with an electric metering device capable of determining moisture content of sand, and that admixtures are introduced into mix by automatic metering device and has a recent certificate of calibration.
- b. Perform periodic and random inspection of batched aggregates and transit mixed concrete at the mixing plant and at the jobsite to insure that the quantity and quality of concrete materials is adequate to conform to the contract documents.
- c. Be signatory to and obtain a copy of the batch plant's delivery slips (which state quantities of materials, time load was batched, etc) at the jobsite. Ensure weighmaster responsible is signatory to delivery slip.
- d. Witness that the mix provided is as specified for the location used.
- e. Approve contractor's addition of water to concrete mixes in individual loads of concrete in accordance with guidelines provided for such approval.
- f. Prepare concrete compression test cylinders for all concrete types specified in Specifications Sections 03300 in accordance with ASTM C31. Cost of molds is included in Testing Price 6.

- g. Perform slump tests for all concrete specified in Specification Sections 03300 and 03450. Slump test shall be performed in accordance with ASTM C143 and shall be taken for each loan and one for each set of compressive strength test specimens.
- h. Perform entrained air tests for all concrete specified in Specification Sections 03300 and 03450. Entrained air tests shall be performed in accordance with ASTM C231.
- i. Verify that pre-cast concrete is fabricated as specified in Specification Section 03450. Verify that plant quality control measures are sufficient to ensure preparation of panels consistent with samples prepared and approved under Specification Section 03450.

Inspection Price No. 3

Inspect the following:

- a. Shop and field welding operations of the steel, steel deck, reinforcing steel and precast connections as specified in Specification Sections 05120, 05310, 03200, and 03450 as necessary to confirm compliance with the contract documents, codes, etc., and perform any related inspection work (such as Sections 05500 and 05514) required by the Turner. Inspection shall be in accordance with the requirements of the 1985 edition of the Uniform Building Code as amended.

The welding inspector shall be a person trained and thoroughly experienced in inspecting welds on work requiring high quality workmanship. The inspector's ability to distinguish between sound and unsound welding shall be reliably established. The welding inspector shall:

1. Be certified to AWS QC-1 and City of Portland requirements
2. Confirm the material, equipment and procedure for welding
3. Confirm the ability of the welder(s) including confirming currency and adequacy of each welder's certificate
4. Perform visual inspection of all welds
5. Perform non-destructive tests of all full and partial penetration welds
6. Perform non-destructive test of 10 percent of the field fillet welds
7. Inspect field-bolted connections in accordance with AISC specifications
8. Furnish to Turner a personally verified report confirming that the welding required to be inspected is proper and has been done in conformity with the

contract documents and that all means necessary have been used to determine the quality of welds.

9. Make and keep records of the following:

- Identification marks of welders
- List of defective welds
- Manner of correction of defects

These records shall be available for the review of the Turner, Metro, and the architect at all times.

- b. Tightening operations for high strength bolting as specified in Specification Section 05120 in accordance with AISC "Structural Joints Using ASTM A325 or A490 Bolts".
- c. Inspect connection of light gage metal studs to structure for compliance with approved shop drawings.
- d. Inspect connections for architectural pre-cast concrete panels for compliance with Specifications Section 03450 and approved shop drawings.

Inspection Price No. 4

In accordance with the requirements of Inspection Price No. 3 above, the welding inspectors shall make use of gamma ray, magna flux, ultrasonic or any other aid to the visual inspection which is deemed necessary to assure the adequacy of the welding. Price shall include labor, equipment, and materials. The inspector performing this work shall be certified to American Society for Non-destructive Testing (ASNT) Level II standards.

Inspection Price No. 5

Inspect structural masonry work as specified in Specification Section 04200 as necessary to confirm compliance with the contract documents, and perform any other related inspection work required by the Turner. Price shall include the making and handling of mortar and grout specimen sets tested under Testing Price No. 8, inspection of reinforcement steel and masonry unit placement and grouting operations.

Inspection Price No. 6

Inspect all grouting (other than masonry) operations. Include preparation of grout samples called for by Testing Price No. 7.

Inspection Price No. 7

Inspect spray-applied fireproofing work as specified in Specification Section 07250 as necessary to confirm compliance with the contract documents, codes, etc., and perform any other related inspection work required by the Turner.

Inspection Price No. 8

Inspect precast concrete planks for proper bearing as specified in Specification Section 03450 and approved shop drawings.

Inspection Price No. 9

Inspect structural connections for exterior windows and metal framed glazed towers for compliance with Specification Section 07833 and Section 08800 and approved shop drawings.

IX. EVALUATION OF PROPOSALS

A. Evaluation Procedure

Proposals received that conform to the proposal instructions will be evaluated. The evaluation will use the criteria identified in the following section. The evaluation process will result in Metro developing a short list of the firms who, in its opinion, are most qualified. Interviews with these firms will be requested prior to final selection of one firm.

B. Evaluation Criteria

The following criteria and approximate weights will be used to evaluate the proposals:

General - compliance with the RFP

Project Work Plan / Approach - 20%

1. Demonstration of understanding of the project objectives

Project Staffing Experience - 40%

1. Project consultant
2. Commitment (approximate percentage of time) to project

Experience Record - 30%

1. Background to handle project
2. Relevant experience of each person
3. Similar projects (scope and type)

Budget/Cost Proposal - 10%

1. Conformity with instructions
2. Understanding of scope of work required

EXHIBIT B
COMPENSATION

1. Total compensation for this contract shall not exceed \$275,000.00 Contractor shall not perform any services beyond this amount, unless prior written approval is obtained from Metro.

2. Metro shall compensate Contractor for work performed on a time-and-materials basis. Testing and inspection prices submitted on proposal form submitted May 25 attached hereto and by this reference incorporated herein, shall apply.

3. Each month, Contractor shall submit a detailed invoice to Metro for work performed during the previous month. Upon approval of CONTRACTOR'S invoice, Metro shall pay CONTRACTOR for services performed within 30 days of receipt of a satisfactory invoice.

EXHIBIT C
NORTHWEST TESTING LABORATORIES, INC.

CONSTRUCTION INSPECTION
MATERIALS INSPECTION
CHEMICAL ANALYSIS
PHYSICAL TESTING

5405 N. Lagoon Avenue
P.O. Box 17126
Portland, Oregon 97217-0126
Phone: (503) 289-1778

NON-DESTRUCTIVE TESTING
WELDING CERTIFICATION
SOIL TESTING
ASSAYING

May 25, 1988

Mr. Neil Saling,
Interim Project Director
Oregon Convention Center Project
Metropolitan Service District
2000 S.W. First Avenue
Portland, Oregon 97201-5398

Subject: Testing and Inspection Services
Oregon Convention Center
Portland, Oregon

Dear Sir:

We provide the following response to your request for testing and inspection services during the construction of the new Oregon Convention Center.

Northwest Testing Laboratories, Inc. complies with those requirements as set forth in ASTM E-329 and the State Building Code 1985 and Title 24 City of Portland building requirements for inspection and testing. Personnel used on this project are City of Portland certified and qualified for the special inspections undertaken.

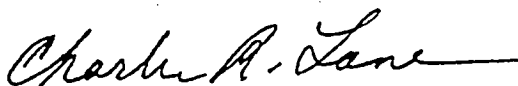
Northwest Testing Laboratories, Inc. is under the direct management of a State of Oregon registered engineer, Charles R. Lane, P.E. (OR No. 5944). Mr. Lane has forty (40) years of laboratory testing and inspection experience. He will serve as project manager, and has responsibility for certification of compliance. He will, of course, rely directly upon our supervisor of field operations, Mr. James Hietpas, and our chief field inspector Mr. Vern Bedinger. Resumes are enclosed.

The enclosed proposal is valid for a minimum of 90 days. It may be extended by mutual agreement.

Northwest Testing Laboratories, Inc. is a certified D.B.E. (Disadvantaged Business Enterprise) in the States of Oregon (copy enclosed), Washington and Montana.

We look forward to being of service to you for the testing and inspection phase of the Oregon Convention Center project.

Respectfully,
NORTHWEST TESTING LABORATORIES, INC.



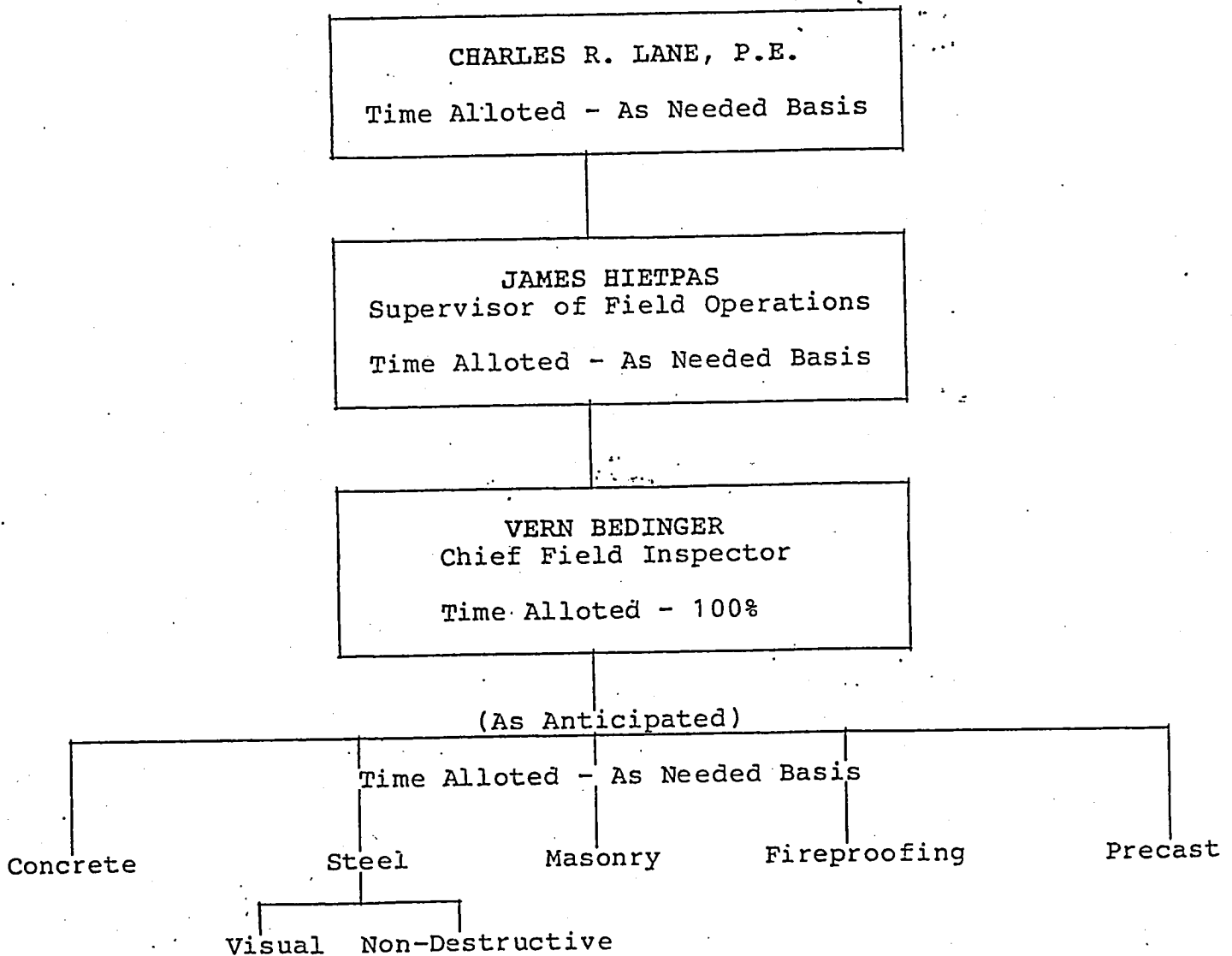
Charles R. Lane, P.E.
Vice-President

APPROACH/PROJECT WORK PLAN

Based on materials submitted for review, we visualize the project to have the following testing and inspection requirements as construction progresses.

Mr. Lane, Mr. Hietpas and Mr. Bedinger will be assigned to provide supervision and the special inspection necessary to meet the requirements of the project and your construction manager, Turner Construction. We would then assign the appropriate special inspectors to provide various inspection services as required.

Line of management staffing and general scope of services will consist of:



Northwest Testing Laboratories, Inc. personnel will become familiar with project specifications and drawings.

Onsite personnel will conduct inspections as set forth in City of Portland Title 24, UBC and project specifications and inform project team of the same.

As required, samples will be transported to our facility for processing and testing. Test results will be forwarded to project team by mail, telephone and/or facsimile in a timely manner.

Daily and weekly inspection reports will also be submitted.

EXPERIENCE

(See Attachment C)

CERTIFICATION

(See Attachment D)

QUALITY CONTROL

(See Attachment E)

STAFFING/PROJECT MANAGER

CHARLES R. LANE, P.E.

1. Review daily reports and all test reports.
2. Make weekly inspections of progress.
3. Review discrepancies and make recommendations upon request.
4. Sign off on certifications of compliance.

STAFFING/PROJECT MANAGER

JAMES HIETPAS

1. Primary laboratory contact.
2. Receive, review, sign and distribute daily and test reports to project team.
3. Assign additional personnel as requested by project team.
4. Notify construction management of test results.
5. Notify construction management immediately of any discrepancies.

Laboratory Location

Our 26,000+ sq.ft. Portland laboratory facility (5405 N. Lagoon Avenue, on Swan Island) is located 5 miles and 10 minutes from the project. Due to our close proximity to the project site, we do not foresee a need to establish an onsite testing facility. All testing can be performed at our Portland laboratory.

Work Load

We are currently working on several smaller projects, but do not presently have under contract any long term commitments for the next three years.

Employees

We have a staff of 78 personnel, of which 19 are construction inspectors.

PROPOSAL FORM

A. Agency Name: Northwest Testing Laboratories, Inc.

Address: 5405 N. Lagoon Avenue (Swan Island)
P.O. Box 17126
Portland, Oregon 97217-0126

Telephone Number: (503) 289-1778

B. Location of Laboratory Performing Tests: 5405 N. Lagoon Ave.

C. Number of Full-Time Employees: 78

D. Testing Prices (as fully described in the RFP):

1. Reinforcing Steel Bar	\$ 50.00/test
2. Steel Shapes, etc. - tensile and bend ..	\$ 60.00/test
3. Steel Shapes, etc. - elongation	\$ N/A
4. Metal Deck - tension and bend	\$ 40.00/test
5. Metal Deck - elongation	\$ N/A
6. Concrete Compression Cylinders	\$ 10.00/cylinder
7. Grout Specimen Sets	\$ 120.00/set
8. Compression Prisms	\$ 120.00/set
9. Trial Batches	\$ 300.00/batch
10. Aggregate Tests*	\$ 60.00/test
11. Fireproofing Specimen Sets	\$ 60.00/set of 3
12. Mobilization, etc.	\$ N/A

* Aggregate Gradations Only
Complete A.S.T.M. Aggregate Test .. \$ 250.00/sample

E. Inspection Prices:

	<u>Base</u>	<u>Overtime</u>
1. Reinforcing Steel	\$ 27.50/hr.	\$ 35.00/hr.
2. Concrete Work	\$ 27.50/hr.	\$ 35.00/hr.
3. Shop and Field Welding	\$ 30.00/hr.	\$ 37.50/hr.
4. Special Welding	\$ 60.00/hr.	\$ 90.00/hr.
5. Structural Masonry	\$ 27.50/hr.	\$ 35.00/hr.
6. Grouting Operations	\$ 27.50/hr.	\$ 35.00/hr.
7. Spray-Applied Fireproofing ..	\$ 30.00/hr.	\$ 37.50/hr.
8. Precast Concrete	\$ 27.50/hr.	\$ 35.00/hr.
9. Glazing	\$ 35.00/hr.	\$ 43.75/hr.

CHARLES R. LANE, P.E.
Vice-President
Senior Chemist Professional Engineer

EDUCATION

B.S. (Chemistry) University of Portland 1950

REGISTRATIONS / CERTIFICATIONS

P.E. (Civil) Registration	Oregon	1967
P.E. (Civil) Registration	Washington	1970
Level III Nuclear Concrete Engineer		1977
Trainer Level I, A.C.I.		
Concrete Field Testing Technician		1987
Examiner Level I, A.C.I.		
Concrete Field Testing Technician		1987
Concrete Plant Certification Engineer		
National Readymix Association		
Special Inspector Certification,		
City of Portland - State of Oregon		
a. Structural Steel - Welding		
b. Concrete - Structural - Reinforcing		
c. Masonry - Structural		
d. Prestress - Post-Tension Concrete		

AFFILIATIONS

National Society of Professional Engineers
American Chemical Society (Senior Member)
American Concrete Institute
Professional Engineers of Oregon
Geotechnical Engineers of Oregon
Structural Engineers of Oregon
Pacific Northwest Section of American Association
of Cereal Chemists
American Society of Quality Control (Senior Member)

EXPERIENCE

I have spent forty (40) years in the commercial laboratory field. This entailed all forms of material evaluation and failure analysis with heavy emphasis on those materials relating to the construction industry.

A special field of endeavor over the last 40 years has been in the concrete - mix design and concrete failure evaluation field.

Heavy concentration of the work load in the last twenty-five (25) years has been in the geotechnical engineering field.

The very nature of commercial laboratory services exposes one to nearly all materials that are found in the construction trade and general manufacturing industry.

JAMES HIETPAS

EDUCATION

High School Graduate
(Central Catholic, Portland, OR)
Mt. Hood Community College - Electronics
(2 Years)

EXPERIENCE

Northwest Testing Laboratories, Inc. - 15 Years
7 Years as Supervisor of Field Operations and
Materials Testing

QUALIFICATIONS

Activities Certified to Perform:
Level II Non-Destructive Inspector
ANSI/ASME N 45.2.6
Inspection of Reinforcing Steel and
Structural Concrete
Inspection of Structural Masonry
Inspection of Prestress Concrete
Nuclear Density Testing Soils
Concrete Batch Plant Inspection

Previous Certification:
City of Portland #343
Troxler Electronics
Nuclear Density Testing

VERN BEDINGER

Personal: 59

Employment: Northeast Testing Laboratories, Since 1970

Qualifications: City of Portland Licenses:
Field Concrete #304
Masonry #304
Structural Steel #304
AWS OCI
Structural Welding Inspection #80050741

Experience: 3 Years College

Major Proejcts:

Portland General Electric Corporate Headquarters
3 years
School District No. 1 - 1 year
Lewis and Clark Legal Research Center- 1 year
May Company - Vancouver Mall - 2 years
Orbanco Building - 2 years
KOIN Plaza Towers - 3 years
Federal Office Building East (BPA) - 2 years



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

Agenda Item No. 6.3

Meeting Date July 14, 1988

Date: June 22, 1988
To: Metro Council
From: David Knowles, Vice Chair
Convention Center Committee

Regarding: COMMITTEE REPORT ON JULY 14 COUNCIL MEETING AGENDA:
CONSIDERATION OF RESOLUTION NO. 88-950
FOR THE PURPOSE OF AUTHORIZING A CONTRACT WITH
NORTHWEST TESTING LABORATORIES, INC. TO PERFORM
TESTING AND INSPECTIONS SERVICES FOR THE
OREGON CONVENTION CENTER

The Convention Center committee met on June 21 to consider Resolution No. 88-950. Committee members present were Councilors Hansen and Knowles. Councilors Waker, Gardner, and Cooper were out of town, and Council Van Bergen was not present for the vote. Members present voted unanimously to approve Resolution No. 88-950. The Committee also discussed the contract at its June 10, 1988 meeting.

Resolution No. 88-950 authorizes the District to enter into a contract for a not to exceed amount of \$275,000.

The contract is the product of a competitive RFP process, and the proposed contractor is a DBE.

The contract is for time and materials, and will be under the general supervision of Turner Construction, the Convention Center's construction manager.

STAFF REPORT

CONSIDERATION OF CONTRACT WITH NORTHWEST TESTING LABORATORIES, INC.
FOR TESTING AND INSPECTION SERVICES FOR OREGON CONVENTION CENTER
PROJECT

Date: July 1, 1988

Presented by: Neil Saling

BACKGROUND AND FACTUAL ANALYSIS

A Request for Proposals for testing and inspection services for the Oregon Convention Center was released on May 10. Four firms responded by the deadline on May 26: Eastwood Testing, Northwest Testing, Professional Services Industries, Inc., and Testing Engineers, Inc.

The selection panel consisted of the following members:

Neil Saling, Interim Director, Convention Center Project
Dan Stocker, KPFF, structural engineers for the project
David Wachob, Turner Construction Co., construction managers
Richard Waker, Metro Council

The panel elected to interview three firms:

Northwest Testing Laboratories, Inc.	Portland
Professional Services Industries, Inc.	Portland
Testing Engineers, Inc.	San Francisco

Interviews were held June 2. At the conclusion of the interviews, Northwest Testing was selected.

This contract is for time-and-materials. Northwest Testing has reviewed all relevant drawings and specifications and estimates that the total amount required is \$275,000. The contract may not exceed that amount without prior authorization by Metro.

Northwest Testing is a registered DBE and MBE.

EXECUTIVE OFFICER RECOMMENDATION:

The Executive Officer recommends approval of the contract with Northwest Testing Laboratories, Inc. for testing and inspection services for the convention center project.

Metro Council
July 14, 1988
Page 4

assured Ms. Dehen that Metro would not reduce its commitment to recycling if a incineration facility were built.

4. Councilor Communications

None.

5. Executive Officer Communications

Executive Officer Cusma welcomed Councilor Coleman to the Council.

6. CONSENT AGENDA

Motion: Councilor DeJardin moved, seconded by Councilor Kirkpatrick, to approve all the items listed on the Consent Agenda.

Vote: A vote on the motion resulted in all nine Councilors present voting aye. Councilors Collier, Cooper and Waker were absent.

The motion carried and the following items were approved:

6.1 Minutes of June 9 and May 5, 1988

6.2 Resolution No. 88-945, Expressing Appreciation to Metro Employees for Dedicated Work on the Household Hazardous Waste Collection Day

6.3 Resolution No. 88-950, Authorizing a Contract with Northwest Testing Labs, Inc. to Perform Testing and Inspection Services for the Oregon Convention Center

Councilor DeJardin, referring to Resolution No. 88-945, thanked employees for the many hours of hard work put in on the Hazardous Waste Collection Day effort.

7. ORDINANCES, FIRST READINGS

7.1 Ordinance No. 88-257, for the Purpose of Amending Metro Code Chapter 5.02 Relating to Solid Waste Disposal Charges, Regional Transfer Charges and User Fees

The Clerk read the ordinance a first time by title only. Presiding Officer Ragsdale announced he was referring the ordinance to the Solid Waste Committee for a public hearing and recommendation. The hearing was scheduled for July 19.

after the employee union election to take further action. The employees had sent the Council a clear message, he said.

Substitute Motion: Councilor Van Bergen moved, seconded by Councilor Ragsdale, to defer consideration of Resolution No. 88-894A, together with Resolution No. 88-949, until August 11.

The makers of the previous motion agreed to the substitute motion.

Vote: A vote on the motion resulted in:

Ayes: Councilors Coleman, DeJardin, Gardner, Kelley, Kirkpatrick, Van Bergen and Ragsdale

Nays: Councilors Hansen and Knowles

Absent: Councilors Collier, Cooper and Waker

The motion carried and consideration of Resolution No. 88-894A was deferred to August 11 along with consideration of Resolution No. 88-949.

Councilor Ragsdale resumed his role as Presiding Officer.

1. INTRODUCTIONS

None.

2. Citizen Communications to Council on Non-Agenda Items

Judy Dehen, 2965 N.W. Verde Vista, Portland, Oregon 97210, representing the Columbia Group of the Sierra Club, testified she had read in The Oregonian that Metro continued to be interested in waste incineration as a method of solid waste disposal. She urged the Council to abandon incineration as an acceptable disposal alternative because it discouraged recycling, was expensive, environmentally damaging, opposed by the public, and because better disposal alternatives existed. She suggested that engineers working on incineration technology be sent back to school so they could learn how to design composting facilities.

Councilor Hansen challenged Ms. Dehen's statement that incineration technology was more expensive than other forms of solid waste disposal. Councilor Kirkpatrick and DeJardin pointed out that Metro was mandated by a State-imposed hierarchy to divert as much waste as possible from landfills and environmentally safe incineration technology was an option the Council must continue to consider. They