

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING)	
CONTRACTS WITH SELECTED ARTISTS)	RESOLUTION NO. 88-1008
UNDER THE AUSPICES OF THE DISTRICT'S)	
ONE PERCENT FOR ART PROGRAM)	
FOR THE OREGON CONVENTION)	
CENTER)	

WHEREAS, the Metropolitan Service District has implemented a public art program pursuant to Metro Code Chapter 2.07 whereby construction funds are dedicated for the establishment of artworks in major District construction projects; and

WHEREAS, One percent of the Oregon Convention Center's construction budget has been allocated pursuant to such program for the selection, purchase and placement of works of art to be displayed at the Convention Center; and

WHEREAS, Guidelines to implement the District's One Percent for Art Program have been promulgated and pursuant to such the Convention Center Art Advisory Committee was appointed to select through the procedures pursuant to the guidelines art projects to be designed, executed, fabricated and installed in or around the Convention Center; and

WHEREAS, The Art Advisory Committee, in conjunction with the Multnomah Arts Commission and the Project Architects, have conducted extensive review of proposals and have selected ten artists or artists teams to create ten projects in and around the Convention Center; and


WHEREAS, Negotiations with the Artists have been concluded and contracts have been prepared for execution, with the exception of one project, specifically the Ballroom Doors project, which will be finalized in the event fund raising activities are successful and funding becomes available; now, therefore,

BE IT RESOLVED:

1. That the Council of the Metropolitan Services District authorizes the District to enter into the following contracts for art projects to be placed on the site of the Oregon Convention Center under the auspices of the District's One Percent for Art Program:

<u>PROJECT</u>	<u>ARTIST</u>	<u>AMOUNT</u>
•Pendulum	Andrew Ginzel & Kristen Jones	\$165,057
• Temple Bells	Robert Coburn	\$46,100
• Sconces	Walter White	\$51,000
• Bathroom Tiles		
•Ballroom Restrooms	Liz Mapelli	\$24,800
• Meeting Room Restrooms	Gordon Bryan	\$10,000
• Plaques		
• Text	Terence O'Donnell	\$8,000
• Graphics and Fabrication	John Laursen & Dennis Cunningham	\$37,500
• VIP Painting	Tom Fawkes	\$10,000
•Lobby Paintings		
• Holladay Lobby	Lucinda Parker	\$50,057
• Union Lobby	Bill Hoppe	\$50,000

ADOPTED by the Council of the Metropolitan Service District this 10th
day of November, 1988.


Mike Ragsdale, Presiding Officer



METRO

2000 SW First Avenue
Portland, OR 97201-5398
(503) 221-1646
Fax 241-7417

Agenda Item No. 8.1

Meeting Date Nov. 10, 1988

Date: October 31, 1988

To: Metro Council

From: Councilor David Knowles
Chair, Convention Center Committee

Regarding: CONVENTION CENTER COMMITTEE REPORT
ON NOVEMBER 10, 1988 COUNCIL MEETING
AGENDA ITEM NO. 88-1008, CONSIDERATION
OF CONTRACTS WITH SELECTED ARTISTS
UNDER THE AUSPICES OF THE DISTRICT'S ONE
PERCENT FOR ART PROGRAM FOR THE
OREGON CONVENTION CENTER

Executive Officer
Rena Cusma

Metro Council

Mike Ragsdale
Presiding Officer
District 1

Corky Kirkpatrick
Deputy Presiding
Officer
District 4

Richard Waker
District 2

Jim Gardner
District 3

Tom DeJardin
District 5

George Van Bergen
District 6

Sharron Kelley
District 7

Mike Bonner
District 8

Tanya Collier
District 9

Larry Cooper
District 10

David Knowles
District 11

Gary Hansen
District 12

Recommendation: At its October 25 meeting, the Convention Center Committee unanimously voted to recommend Council adoption of Resolution No. 88-1008 attached. Councilors present were Kelley, Van Bergen, Waker and myself. Councilor Cooper was absent.

Background & Committee Discussion: The Convention Center project staff reported on this agenda item; noting that the Convention Center's Art Advisory Committee had administered the One Percent for Art program in accordance with guidelines promulgated by Metro Council and as a result had selected ten artists or artists teams to create ten artworks which will be sited in the Oregon Convention Center. The Committee reviewed the budget and the proposed contracts with the various artists. Certain conditions of the contracts were discussed at length with the Committee requesting clarification and modification of certain contract provisions.

All but one of the comments made by the Committee have been incorporated into the contracts, most notably the clarification of "non-commercial" use, a license for which is granted to Metro by the Artist. Another comment by the Committee regarded the display/copyright provisions. The contracts as presented to the Committee contain provisions which give ownership of the physical piece of work to Metro while the artist retains the copyright. In addition, the artist grants to Metro the exclusive right to display the work.

The Committee inquired as to the necessity of specifying the right of Metro to display the work at any location in the Convention Center or not at all, as it may determine.

Upon subsequent review of this concern, staff has determined that the contracts as proposed best serves the needs of the District. The common law rights of property grant to the holder of such right the exclusive right of possessing, enjoying and disposing of a piece of chattel. Metro, as the owner of the work, can rely on this body of law to shift the works location in the Center or to dispose of the work. Attempting to clarify this right in the contracts, would not strengthen Metro's position significantly, and may even result in increased negotiation by the artists to secure "moral" or artist's rights. See attached opinion from the General Counsel.

Upon the report by Metro staff, Councilor Waker moved to recommend approval of Resolution 88-1008 subject to staff's clarification and modification of the contracts. The motion was approved by unanimous vote.

STAFF REPORT

CONSIDERATION OF RESOLUTION #88-1008 AUTHORIZING CONTRACTS WITH SELECTED ARTISTS UNDER THE AUSPICES OF THE DISTRICT'S ONE PERCENT FOR ART PROGRAM FOR THE OREGON CONVENTION CENTER

Date: October 31, 1988

Presented by: Eloise MacMurray

BACKGROUND AND FACTUAL ANALYSIS

The Metro Council adopted Ordinance 86-215 establishing the One Percent for Art Program in 1986 which is designed to appropriate one percent of construction funds for the acquisition and display of art in the project. Guidelines were established by the Metro Council via Resolution No. 86-717, implementing the One Percent for Art Program. In accordance with these guidelines, an Art Advisory Committee was created for the purpose of advising Metro on the selection of artists to create works of art to be sited in the Oregon Convention Center.

Working in conjunction with the Project Architects, Metro staff and the Metropolitan Arts Commission, the Art Advisory Committee administered a two phase selection process. A competitive phase designed to solicit proposals from artists for eight sites in the Center has been ongoing since January 1988 and has resulted in the eventual paring down from five hundred original proposals to the six selected by the Committee. Secondly, specific artists were invited to collaborate in the early design phase of the building with the project architects, attempting to identify unique design solutions and design sites. Two proposals have emerged and have been determined by the Committee to be meritorious of inclusion in the overall Convention Center Art Program.

A schedule of the selected artists or artists teams, the projects and the contract amounts has been attached. Included on the schedule is Richard Chalmers, who proposes fabricating and installing Ballroom doors. The Art Advisory Committee has recommended to defer this project until such time as funding can be assured through fund raising which is currently underway.

Contracts have been prepared, each of which contain terms and conditions unique to the respective art projects. Apart from the uniqueness of the artworks themselves, each of the contracts are patterned after a "generic"

model and contain similar compensation, reporting, ownership and accountability requirements. The Lucinda Parker contract is attached as being fairly representative of the package.

At its October 25 meeting, the Convention Center Committee reviewed the Convention Center Art Program, including proposed contracts and budget. The Committee voted unanimously to recommend approval of the contracts subject to clarification.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of the following contracts with selected artists and artists teams for the creation of works of art to be sited in or around the Oregon Convention Center:

<u>PROJECT</u>	<u>ARTIST</u>	<u>AMOUNT</u>
•Pendulum	Andrew Ginzel & Kristen Jones	\$165,057
• Temple Bells	Robert Coburn	\$46,100
• Sconces	Walter White	\$51,000
• Bathroom Tiles		
•Ballroom Restrooms	Liz Mapelli	\$24,800
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• Graphics and Fabrication	John Laursen & Dennis Cunningham	\$37,500
• VIP Painting	Tom Fawkes	\$10,000
•Lobby Paintings		
• Holladay Lobby	Lucinda Parker	\$50,057
• Union Lobby	Bill Hoppe	\$50,000



METRO

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

Memorandum

Date: October 31, 1988

To: Berit Younie, Senior Management Analyst
Convention Center Project

From: Monica Little, Legal Counsel *MML*

Regarding: CONVENTION CENTER ART AGREEMENTS

=====

Question

You have asked whether the language in the proposed Personal Services agreements for art work at the convention center allows Metro to change the location of the art work, or at its discretion, not display the art work at any location in the convention center.

Discussion

Article 4, Section A, provides as follows:

"...the framed work created under this agreement shall be the property of Metro. Contractor shall deliver a bill of sale or invoice as evidence of transfer of title to Metro upon Final Acceptance by Metro."

The above language gives Metro complete ownership of the commissioned work of art. As with any other property purchased by and to which Metro holds an undisputed title, the commissioned art works may be handled, used, or otherwise disposed of in any way which Metro deems appropriate. This means that as owner of the art work, Metro can decide to display it at other locations or not display it at all. The fact that a specific piece of art was envisioned to be displayed at a certain location in the convention center does not negate Metro's common law property ownership rights.

Since the language in the proposed agreements already gives Metro ownership of the commissioned works of art, there is no need to include specific language reserving Metro's rights as a property owner to use the work of art as it deems appropriate. From a strategic point of view, including language specifically articulating Metro's inherent rights as a property owner to use the art works as it deems appropriate may result in additional negotiations which could affect the current price of the commissioned art work, or lead to an attempt by the artists to restrict Metro rights as a property owner.

Memorandum
October 31, 1988
Page 2

Recommendation

It is recommended that the language in the proposed Personal Services agreements for art work not be modified.

ML/gl
art.ml

Agenda Item No. 8.1

Meeting Date Nov. 10, 1988

SUPPLEMENTAL MATERIALS

Resolution No. 88-1008

Convention Center One Percent for Art Project

Contract Documents

SAMPLE

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 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 LUCINDA PARKER, hereinafter referred to as "CONTRACTOR" whose address is 1646 NW 32nd, Portland, Oregon 97210, for the period of October 3, 1988, through September 30, 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, and Design Proposal, Exhibit C, attached hereto and incorporated by reference;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. To defend, indemnify and hold Turner Construction Company, Zimmer Gunsul Frasca Partnership, Hoffman (Oregon) - Marmolejo Joint Venture and Metro and their agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of, or in any way connected with its performance of this Agreement, with any patent or copyright infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

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

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed fifty thousand and fifty seven dollars (\$50,057), and in the manner and at the time designated in Exhibit B, Compensation, attached hereto and incorporated by reference; and

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

BOTH PARTIES AGREE:

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

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

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

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

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

LUCINDA PARKER

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

lp contract:bky
10/3/88

EXHIBIT A
SCOPE OF WORK

This scope of work outlines required tasks, which includes the fabrication, delivery and installation of the artwork, hereinafter referred to as "work", for the Oregon Convention Center and additional terms of the contract to be complied with by the artist, hereinafter referred to as "Contractor".

1. FABRICATION

A. Generally. Contractor shall fabricate or cause to be fabricated the work in accordance with the previously submitted design proposal attached as Exhibit C and the following description and specifications. Contractor shall make every effort to create the work in the spirit of the design as proposed. It is understood, however, that as a result of the creative process there will be continuous refinement and development of the work which may alter the final rendering. Therefore, it is agreed that the parties shall consult closely during the fabrication of the work and that any alteration from the original design proposal shall be reviewed and approved of by Metro. Such modification of the original design proposal shall be in written form and shall be made an amendment to this agreement.

DESCRIPTION AND LOCATION OF THE WORK:

Dimensions: _____

Materials: _____

Estimated weight of Work with Base: _____

Location at the Oregon Convention Center: _____

The work shall not deviate in size, design or material from the design proposal and the foregoing specifications unless the change is approved by Metro.

B. Pre-Fabrication Meeting. Contractor shall meet with representatives of Metro, the Project Architects, members of the Art Advisory Committee and other Contractors working on the Oregon Convention Center Percent for Art Program in Portland, Oregon at a mutually agreed upon time

or times. The purpose of this meeting is to coordinate the efforts of those involved and shall occur prior to the commencement of fabrication of the work by Contractor.

C. Subcontractors. In the event the Contractor employs a subcontractor for the fabrication of the work, Contractor shall delivery to Metro the name, address and telephone number of such subcontractor within 60 days from the execution of this contract. Any such subcontractor shall work under the personal supervision of the Contractor. Notwithstanding the use of subcontractors, Contractor shall remain obligated for full performance of this agreement and Metro shall incur no obligation other then its obligations to Contractor.

D. Review of the Work. Metro shall be given access to the work during business hours for the purpose of review of the work and fabrication progress.

E. Fabrication Schedule/Reports. Contractor shall complete fabrication of the work no later than August 15, 1990.

Contractor shall submit a written report to Metro detailing the status of the fabrication process when such process is approximately 2/3 complete. The report shall be accompanied by appropriate photographs and other documentation. Upon request by Metro, additional reports may be required of Contractor.

Contractor shall document the entire fabrication process by way of slides, photographs and other appropriate means. Such documentation shall be made available to Metro upon request.

2. DELIVERY AND INSTALLATION

A. Generally. Contractor shall deliver the work to and install the work per the approved installation plan described below at the site specified in Paragraph 1 (A) above. All expenses associated with the delivery and installation are the responsibility of the Contractor.

The work shall be delivered appropriately framed. Such frame shall be satisfactory to Metro.

B. Delivery. Contractor shall make all arrangements for transport of the work to the Convention Center site. This shall include arrangements for receipt of of the work upon delivery.

C. Installation Plan/Schedule. By no later than April 30, 1989, Contractor shall submit to Metro a plan for the installation of the work. Such plan shall include structural considerations appropriate to the work and the installation site and a schedule containing dates of the installation and personnel and equipment to be used. Additionally, such plan shall include a description of any activities which require coordination between Contractor, his subcontractors, Metro representatives and the General Contractor. Metro shall review such plan and shall either approve the plan or shall return the plan with comments to Contractor within 60 days of receipt of plan. In the event comments on the plan are made, Contractor shall make appropriate modifications and re-submit the plan for final approval by Metro. An approved installation plan must be submitted by Contractor no later than July 31, 1989.

Installation of the work shall occur no later than 30 days after Final Completion of the building. Final Completion is expected on or about September 1, 1990. Contractor shall give Metro no less than 15 days notice of the day installation of the work is to begin.

D. Storage and Insurance. In the event installation of the work is delayed through no fault of the Contractor, Metro will be responsible for the reasonable cost of storing and insuring the work until the period of installation.

E. Site and Site Preparation. Contractor shall install the completed and framed work at the Oregon Convention Center, Portland, Oregon in the location described in Paragraph 1(A). Metro shall provide the site broom clean and free of obstructions. Any other preparation of the site is the responsibility of the Contractor.

Upon completion of installation, Contractor shall leave the site broom clean and free of obstructions.

F. Alteration of the Site. If the site as constructed differs significantly from the site plans provided to Contractor at the execution of this agreement and such differences would significantly affect the cost of installing the work, Metro shall be responsible for such increased costs of installation.

G. Access to the Site. Metro shall provide the Contractor and his/her subcontractors access to the site for the purpose of installation. Arrangements for such access shall be made through Metro and shall be scheduled for mutually acceptable times which will least affect on-going construction activities.

3. INSURANCE

A. Generally. Contractor shall procure and maintain at Contractor's expense, at least the following insurance from insurance companies satisfactory to Metro:

(i). Workers' Compensation and Employers' Liability insurance in accordance with the laws of the state of Oregon. Employers' Liability insurance shall be at limits of not less than \$1,000,000 per accident.

(ii). General Liability insurance with limits of not less than \$1,000,000 per occurrence, combined single limit bodily injury and property damage, including coverage for contractual liability, broad form property damage, completed operations and , if any subcontracted work is involved, independent contractors.

(iii). Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles.

B. Certificates of Insurance. Prior to commencing services hereunder, Contractor shall deliver to Metro certificates of insurance evidencing such insurance. All certificates shall be satisfactory to Metro and shall provide for 60 days advance written notice to Metro of cancellation, non-renewal or reduction of coverage.

The General Liability and Automobile insurance shall be endorsed to:

(i) name Metro, Zimmer Gunsul Frasca Partnership, Turner Construction Company and Hoffman (Oregon) - Marmolejo, Joint Venture as additional insureds, and

(ii) provide that the policies are primary insurance to any other insurance available to the additional insureds, with respect to claims arising out of this agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

4. OWNERSHIP OF WORK/COPYRIGHT

A. Generally. The framed work created under this agreement shall be the property of Metro. Contractor shall deliver a bill of sale or invoice as evidence of transfer of title to Metro upon Final Acceptance by Metro.

Except as provided in this agreement, Contractor shall retain all copyrights in the work. Contractor shall place a copyright notice on the work in the form and manner required to protect copyrights in the work under the United States copyright law. If the copyright is registered with the U. S. Copyright

Office, Contractor shall provide Metro with a copy of the application for registration, the registration number and the effective date of registration.

All working models, maquettes, drawings and renderings produced by Contractor during the course of fabrication shall be the property of Contractor.

B. Display. Contractor hereby grants to Metro the exclusive right to display the work and to loan the work to other persons or institutions for the purposes of displaying the work publicly.

C. Duplications. Contractor shall make no duplications of the work at any scale without the written permission of Metro.

D. Reproductions. Contractor hereby authorizes Metro to make, and to authorize the making of, photographs and other two-dimensional reproductions of the work for educational, public relations, arts promotional and limited commercial purposes. For the purposes of this agreement, the following shall be deemed reproductions for educational, public relations, arts promotional and limited commercial purposes: reproductions in exhibition catalogues, books, slides, photographs, postcards, posters and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations. On any and all such reproductions, Metro shall place a copyright notice in the form and manner required by law to protect the copyrights.

E. Credits. All reproduction authorized per Paragraph 6 (D) above and all references of the work shall credit the the work to the Contractor. Contractor shall cause all references and reproductions of the work shall refer to the fact that the work is installed at the Oregon Convention Center under the auspices of the Metro's One Percent for Public Art Program.

Metro shall cause a label identifying Contractor, the title of the work and the year of completion to be publicly displayed in the area adjacent to the work.

6. REPAIRS. With respect to any repairs or restoration of the work not covered by the warranty provided for on Paragraph 8(A), Contractor shall be given the first opportunity to accomplish such repair or restoration, provided Contractor and Metro are able to agree on a fee to be paid for such repair or restoration. Metro may proceed with repair or restoration if Contractor cannot be located, Contractor declines the opportunity to perform such repair or restoration, or if a fee cannot be reasonably agreed upon between Contractor and Metro.

7. MAINTENANCE. Metro shall be responsible for the proper cleaning and routine maintenance of the work after installation, pursuant to the instructions provided by Contractor and attached as Exhibit C.

8. CONTRACTOR'S WARRANTIES

A. Defects in Material or Workmanship. Contractor warrants that the work will be free of defects in workmanship or materials, including inherent vice, and that Contractor will, at Contractor's own expense, remedy any defects due to faulty workmanship or materials, or to inherent vice, which appear within a period of three years of the date the work is finally accepted by Metro. If the work should deteriorate because of inherent vice between three and fifteen years from the date the work is finally accepted by Metro, Contractor will repair or replace the work at Contractor's expense. "Inherent vice" refers to a quality within the material or materials which comprise the work which, either alone or in combination, results in the tendency of the work to destroy itself. "Inherent vice" does not include any tendency to deteriorate which is specifically identified in the original design proposal submitted by Contractor.

B. Independent Contractor. Contractor warrants that Contractor shall perform all work under this agreement as an independent contractor and not as an employee of Metro.

C. Title. Contractor warrants that the work is the result of the artistic efforts of Contractor and that it will be installed free and clear of any liens, claims or other encumbrances of any type.

D. Loss or Damage. Contractor warrants that Contractor shall assume all risk of loss or damage to the work prior to completion and installation. In the event of such physical loss or damage, Contractor shall rectify the loss or damage to the work by repair, restoration or replacement at no additional cost to Metro.

E. Prevailing Wage. Contractor warrants that, except as limited by Oregon Revised Statutes, Contractor shall pay his/her on-site workers and require his/her subcontractors to pay its on-site workers the prevailing wage as required in ORS 279.350, and shall comply with all other requirements contained therein. Copies of the prevailing wage provisions are available to Contractor through Metro.

9. REMEDIES. In addition to all remedies, both equitable and legal, available to Metro, in the event of breach by Contractor and resulting termination of the agreement, Metro may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the unpaid balance of the

compensation provided, then Contractor shall pay to Metro the amount of excess.

10. METRO PROJECT MANAGER. The Metro Project Manager shall be Eloise MacMurray of the Metropolitan Arts Commission.

EXHIBIT C
COMPENSATION

1. Generally. Total compensation for this contract shall not exceed \$50,057 which shall constitute full compensation for all services, materials (including framing), travel, delivery, insurance and installation to be furnished under this agreement.

2. Payment Schedule/Interim Payments. Metro is not obligated to pay any part of Contractor's compensation unless and until the work is finally accepted by Metro. Metro will, however, make payments to Contractor against the compensation to assist Contractor with financing the fabrication, delivery and installation of the work. Payment of interim payments shall not be construed as a waiver of Metro's right to require that the work conform strictly to the design proposal attached as Exhibit C hereto and to the specifications set forth in paragraph 1(A) of Exhibit A. The amount of payment is based on Contractor's need and shall be made as follows:

(i) Upon execution of this agreement and request for interim payment: \$17,520. (This amount may not exceed 35% of the compensation.)

(ii) Following (A) Metro's determination that the fabrication of the work is 2/3 complete, (B) submission of Contractor's report on fabrication that the work is 2/3 complete, and (3) request for interim payment: \$17,520. (This amount may not exceed 35% of the compensation.)

3. FINAL ACCEPTANCE AND PAYMENT BY METRO. The work shall be finally accepted upon determination by Metro of the following:

(i) The work conforms to the design proposal (Exhibit C) and the specifications set forth in paragraph 1(A) of Exhibit A, or to any modifications thereof approved by Metro.

(ii) Contractor has delivered to and installed the work at the site in conformance with the installation plan described in paragraph 2(B) of Exhibit A.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-10-809CC BUDGET CODE NO. 52 -00 -00 -8510 - 30800
FUND: Capital DEPARTMENT: Convention Center (IF MORE THAN ONE) - - - -
SOURCE CODE (IF REVENUE) Project - - - -

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 Metro 1% for Art Program -- Temple Bell Project

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 Robert Coburn

5. EFFECTIVE DATE Oct 3, 1988 TERMINATION DATE Sept 30, 1990
(THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 46,000.00
PREV. AMEND _____
THIS AMEND _____
TOTAL \$ 46,000.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988 -8 9 \$ 46,000.00

B. BUDGET LINE ITEM NAME Buildings AMOUNT APPROPRIATED FOR CONTRACT \$ 475,000.00 *

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF Sept 30, 19 88 \$ 465,000.00

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

<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS Contractor, Convention Center Project Office and

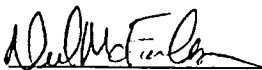
Metro Contract Administration Office

*\$475,000 appropriated for art projects for 1988-89.

1. 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



DEPARTMENT HEAD

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

COUNCIL REVIEW

(IF REQUIRED)

1. _____
 COUNCILOR DATE

2. _____
 COUNCILOR

3. _____
 COUNCILOR

FISCAL REVIEW

BUDGET REVIEW

LEGAL COUNSEL REVIEW AS NEEDED:

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 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 ROBERT COBURN, hereinafter referred to as "CONTRACTOR" whose address is 1428 Southeast Taylor, Portland, Oregon, 97214, for the period of October 3, 1988, through September 30, 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, and Design Proposal, Exhibit C, attached hereto and incorporated by reference;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. To defend, indemnify and hold Turner Construction Company, Zimmer Gunsul Frasca Partnership, Hoffman (Oregon) - Marmolejo Joint Venture and Metro and their agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of, or in any way connected with its performance of this Agreement, with any copyright or patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

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

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed forty six thousand and one hundred dollars, (\$46,100), and in the manner and at the time designated in Exhibit B, Compensation; and

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

BOTH PARTIES AGREE:

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

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

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

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

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

ROBERT COBURN

METROPOLITAN SERVICE DISTRICT

By: _____ By: _____

Date: _____ Date: _____

rc/contract:bky
10/3/88

EXHIBIT A
SCOPE OF WORK

This scope of work outlines required tasks, which includes the coordination of the fabrication, delivery and installation of the artwork, hereinafter referred to as "project", for the Oregon Convention Center and additional terms of the agreement to be complied with by the artist, hereinafter referred to as "Contractor".

1. DESCRIPTION OF THE PROJECT

The project is one that places Asian Temple Bells, donated by Asian Sister Cities, and windpipes in selected exterior locations around the Oregon Convention Center under the auspices of the One Percent for Art Program. The project is intended to create a sound environment complementing the Convention Center surroundings. The project is more specifically described in the original design proposal, Exhibit C, which is attached hereto and incorporated herein.

2. REQUIRED TASKS

Contractor shall serve as consulting artist to Metro and shall coordinate all efforts on Metro's behalf designed to achieve the successful completion of the project. The project shall not deviate from the requirements of Exhibit C without the written approval of Metro.

Contractor shall perform all of the following activities and any others which are appropriate to accomplish the objectives of the project:

- a. negotiate with Asian Sister Cities as to the donation of the bells and/or related services. Such negotiations shall be performed together with Metro and shall be conducted both via telephone conference, correspondence and personally, as appropriate, both in Portland and the respective Asian cities;
- b. determine the dimensions and appropriateness of the bells to be donated and assist the various Sister City representatives during the fabrication of such bells as appropriate.

c. work with Zimmer Gunsul & Frasca Partnership (ZGF) and their consultants on the design of the hanging structures for the bells and on the location of both bells and windpipes;

d. prepare a Project Installation Plan which shall detail the installation of any and all donated bells along with hanging structures, ringing mechanisms and other apparatus, and the windpipes. The Plan shall coordinate all activities and include a schedule. The Plan shall be submitted for review to Metro by March 31, 1989 and shall be amended periodically, as the efforts of insuring donation of bells require.

e. procure and install or cause to be installed automated bell ringing mechanisms for each of the donated bells. Contractor shall be responsible for all costs associated with the procurement and installation of such devices.

f. fabricate, deliver and install windpipes in accordance with the attached original design proposal, Exhibit C. Responsibilities and duties are more fully described below in Paragraph 4.

g. compose an original bell ringing scheme designed to be performed routinely by way of an automated system upon completion of the project. Such composition shall be acceptable to Metro.

h. provide Metro with maintenance information regarding the bells, the ringing devices and the windpipes.

3. REPORTS BY CONTRACTOR. Contractor shall routinely meet with Metro, the Project Architects and members of the Art Advisory Committee to report on the status of the project and to adjust the design as needed.

4. FABRICATION, DELIVERY & INSTALLATION OF WINDPIPES.

a. Generally. Contractor shall fabricate, deliver and install windpipes in accordance with the original design proposal, Exhibit C. All expenses associated with such activities are the responsibility of Contractor.

b. Subcontractors. In the event the Contractor employs a subcontractor for the fabrication or installation of the windpipes, Contractor shall delivery to Metro the name, address and telephone number of such subcontractor within 60 days from the execution of this contract. Any such subcontractor shall work under the personal supervision of the Contractor. Notwithstanding the use of subcontractors, Contractor shall remain obligated for full performance of this agreement and Metro shall incur no obligation other then its obligations to Contractor.

c. Fabrication. Contractor shall complete fabrication of the windpipes no later than June 1, 1990.

Contractor shall document the entire fabrication process by way of slides, photographs and other appropriate means. Such documentation shall be made available to Metro upon request.

d. Delivery & Installation. Contractor shall delivery the windpipes to the Convention Center site on or about June 15, 1990. Contractor shall make arrangements for receipt of the windpipes upon delivery.

Contractor shall install or cause the installation of the windpipes on or about June 30, 1990. The method of installation shall be acceptable to Metro.

e. Storage and Insurance. In the event installation of the windpipes is delayed through no fault of the Contractor, Metro will be responsible for the reasonable cost of storing and insuring the windpipes until the period of installation.

f. Access to the Site. Metro shall provide the Contractor access to the site for the purpose of installation. Arrangements for such access shall be made through Metro and shall be scheduled for mutually acceptable times which will least affect on-going construction activities.

5. INSURANCE

a. Generally. Contractor shall procure and maintain at Contractor's expense, at least the following insurance from insurance companies satisfactory to Metro:

(i). Workers' Compensation and Employers' Liability insurance in accordance with the laws of the state of Oregon. Employers' Liability insurance shall be at limits of not less than \$1,000,000 per accident.

(ii). General Liability insurance with limits of not less than \$1,000,000 per occurrence, combined single limit bodily injury and property damage, including coverage for contractual liability, broad form property damage, completed operations and , if any subcontracted work is involved, independent contractors.

(iii). Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles.

b. Certificates of Insurance. Prior to commencing services hereunder, Contractor shall deliver to Metro certificates of insurance evidencing such insurance. All certificates shall be satisfactory to Metro and shall provide for 60 days advance written notice to Metro of cancellation, non-renewal or reduction of coverage.

The General Liability and Automobile insurance shall be endorsed to:

(i) name Metro, Zimmer Gunsul Frasca Partnership, Turner Construction Company and Hoffman (Oregon) - Marmolejo, Joint Venture as additional insureds, and

(ii) provide that the policies are primary insurance to any other insurance available to the additional insureds, with respect to claims arising out of this agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

6. OWNERSHIP OF PROJECT/COPYRIGHT

a. Generally. All components of this project shall be the property of Metro, except that Contractor shall retain the copyright in the composition created by Contractor. Contractor shall deliver to Metro a bill of sale or invoice as evidence of transfer of title of the windpipes and the ringing devices and any documentation related to the bells which Contractor obtains as a result of his activities under this agreement.

Contractor shall perform all activities necessary to establish and protect his copyright in the composition under the United States copyright law. If the copyright is registered with the U. S. Copyright Office, Contractor shall provide Metro with a copy of the application for registration, the registration number and the effective date of registration.

Contractor grants to Metro the exclusive and unlimited right to perform or cause to be performed the composition.

b. Display. Metro shall retain the exclusive right to display the project, including the performance of the composition, publicly.

c. Duplications. Contractor shall make no duplications of the windpipes at any scale or the composition without the written permission of Metro.

d. Reproductions. Metro shall make, or authorize the making of, photographs and other two-dimensional reproductions of the project for educational, public relations, arts promotional and limited commercial purposes. For the purposes of this agreement, the following shall be deemed reproductions for educational, public relations, arts promotional and limited commercial purposes: reproductions in exhibition catalogues, books, slides, photographs, postcards, posters, calendars or sound reproduction; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience; and television and radio from stations operated for educational purposes or on programs for educational purposes from all stations. On any and all such reproductions, Metro shall place a copyright notice in the form and manner required by law to protect the copyrights.

f. Credits. All reproduction per Paragraph 6(d) above and all references of the project shall credit the Contractor. Contractor shall cause all references and reproductions of the project shall refer to the fact that the project is installed at the Oregon Convention Center under the auspices of the Metro's One Percent for Public Art Program.

Metro shall cause a label identifying Contractor, the title of the project and the year of completion to be publicly displayed in the area adjacent to the project.

7. REPAIRS. With respect to any repairs or restoration of the project not covered by the warranty provided for on Paragraph 9(a), Contractor shall be given the first opportunity to accomplish such repair or restoration, provided Contractor and Metro are able to agree on a fee to be paid for such repair or restoration. Metro may proceed with repair or restoration if Contractor cannot be located, Contractor declines the opportunity to perform such repair or restoration, or if a fee cannot be reasonably agreed upon between Contractor and Metro.

8. MAINTENANCE. Metro shall be responsible for the proper cleaning and routine maintenance of the project after installation, pursuant to the instructions provided by Contractor and attached as Exhibit C.

9. CONTRACTOR'S WARRANTIES

a. Defects in Material or Workmanship. Contractor warrants that the windpipes and the ringing devices will be free of defects in workmanship or materials, including inherent vice, and that Contractor will, at Contractor's own expense, remedy any defects due to faulty workmanship or materials, or to inherent vice, which appear within a period of three years of the date of final acceptance by Metro. If the windpipes should deteriorate because of

inherent vice between three and fifteen years from the date the work is finally accepted by Metro, Contractor will repair or replace the windpipes at Contractor's expense. "Inherent vice" refers to a quality within the material or materials which comprise the windpipes which, either alone or in combination, results in the tendency of the windpipes to destroy itself. "Inherent vice" does not include any tendency to deteriorate which is specifically identified in the original design proposal submitted by Contractor.

b. Independent Contractor. Contractor warrants that Contractor shall perform all work under this agreement as an independent contractor and not as an employee of Metro.

c. Title. Contractor warrants that the windpipes and the composition are the result of the artistic efforts of Contractor and that they will be either submitted or installed free and clear of any liens, claims or other encumbrances of any type.

d. Loss or Damage. Contractor warrants that Contractor shall assume all risk of loss or damage to the windpipes prior to completion and installation. In the event of such physical loss or damage, Contractor shall rectify the loss or damage to the windpipes by repair, restoration or replacement at no additional cost to Metro.

e. Prevailing Wage. Contractor warrants that, except as limited by Oregon Revised Statutes, Contractor shall pay his/her on-site workers and require his/her subcontractors to pay its on-site workers the prevailing wage as required in ORS 279.350, and shall comply with all other requirements contained therein. Copies of the prevailing wage provisions are available to Contractor through Metro.

10. REMEDIES. In addition to all remedies, both equitable and legal, available to Metro, in the event of breach by Contractor and resulting termination of the agreement, Metro may complete the project either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the project exceeds the unpaid balance of the compensation provided, then Contractor shall pay to Metro the amount of excess.

11. METRO PROJECT MANAGER. The Metro Project Manager shall be Eloise MacMurray of the Metropolitan Arts Commission.

EXHIBIT B

COMPENSATION

1. GENERALLY. Total compensation for this contract shall not exceed \$46,100 which shall constitute full compensation for all services, materials, travel, delivery, insurance and installation to be furnished under this agreement.
2. PAYMENT SCHEDULE/INTERIM PAYMENTS. Metro is not obligated to pay any part of Contractor's compensation unless and until the project is finally accepted by Metro. Metro will, however, make payments to Contractor against the compensation to assist Contractor with financing the fabrication, delivery and installation of the project. Payment of interim payments shall not be construed as a waiver of Metro's right to require that the project conform strictly to the design proposal attached as Exhibit C hereto. The amount of payment is based on Contractor's need and shall be made as follows:
 - (i) Upon execution of this agreement and request for interim payment: \$16,135. (This amount may not exceed 35% of the compensation.)
 - (ii) Not before November 30, 1989 and following (A) Metro's determination that donation of three bells has been assured, (B) submission by Contractor of the Project Installation Plan, and (3) request for interim payment: \$16,135. (This amount may not exceed 35% of the compensation.)
3. FINAL ACCEPTANCE AND PAYMENT BY METRO. The project shall be finally accepted upon determination by Metro of the following:
 - (i) The work conforms to the design proposal (Exhibit C), or to any modifications thereof approved by Metro.
 - (ii) Contractor has satisfactorily performed all required tasks in accordance with Paragraph 2 of Exhibit A, Scope of Work.
 - (iii) Contractor is in conformance with all other terms and conditions of this agreement.

Processing of the final payment to Contractor will commence upon final acceptance of the project and receipt by Metro of (a) Contractor's request for final payment and (b) all documentation referred to in Paragraph 6(a) of Exhibit A, Scope of Work. Such final payment shall be equal to the balance remaining after any and all interim payments which were made pursuant hereto have been deducted from the compensation amount.

Risk of loss or damage to the windpipes and the ringing devices passes to Metro at Final Acceptance of such.

4. REQUEST FOR PAYMENT. Contractor's request for payments shall include sufficient documentation evidencing all expenses related to the performance of the Scope of Work of this agreement. Metro shall pay within 30 days of the receipt of a satisfactory request for payment.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-10-815CC BUDGET CODE NO. 52 -00 -00 -8510 - 30800
 FUND: Capital DEPARTMENT: Convention Center (IF MORE THAN ONE) - - - -
 SOURCE CODE (IF REVENUE) Project - - - -

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 Metro 1% for Art Program -- VIP Lounge Painting

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 Tom Fawkes

5. EFFECTIVE DATE Oct 1, 1988 TERMINATION DATE September 1, 1990
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 10,000.00
 PREV. AMEND _____
 THIS AMEND _____
 TOTAL \$ 10,000.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988 -8- 9 \$ 10,000.00
 B. BUDGET LINE ITEM NAME Buildings AMOUNT APPROPRIATED FOR CONTRACT \$ 475,000.00 *
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF Sept 30, 1988 \$ 465,000.00

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

N/A \$ _____ ☐ MBE
 SUBMITTED BY _____ AMOUNT
N/A \$ _____ ☐ MBE
 SUBMITTED BY _____ AMOUNT
N/A \$ _____ ☐ MBE
 SUBMITTED BY _____ AMOUNT

9. NUMBER AND LOCATION OF ORIGINALS Contractor, Convention Center Project Office and
Metro Contract Administration Office

1. 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



DEPARTMENT HEAD

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

COUNCIL REVIEW

(IF REQUIRED)

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 ____ day of _____, 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 TOM FAWKES, hereinafter referred to as "CONTRACTOR" whose address is 3137 NW Thurman Street, Portland, Oregon 97210, for the period of October 1, 1988, through September 1, 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, and Design Proposal, Exhibit C, attached hereto and incorporated by reference;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. To defend, indemnify and hold Turner Construction Company, Zimmer Gunsul Frasca Partnership, Hoffman (Oregon) - Marmolejo Joint Venture and Metro and their agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of, or in any way connected with its performance of this Agreement, with any patent or copyright infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

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

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed ten thousand dollars (\$10,000), and in the manner and at the time designated in Exhibit B, Compensation, attached hereto and incorporated by reference; and

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

BOTH PARTIES AGREE:

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

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

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

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

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

TOM FAWKES

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

tf/contract:bky
10/3/88

EXHIBIT A

SCOPE OF WORK

This scope of work outlines required tasks, which includes the fabrication, delivery and installation of the artwork, hereinafter referred to as "work", for the Oregon Convention Center and additional terms of the contract to be complied with by the artist, hereinafter referred to as "Contractor".

1. FABRICATION

A. Generally. Contractor shall fabricate or cause to be fabricated the work in accordance with the previously submitted design proposal attached as Exhibit C and the following description and specifications. Contractor shall make every effort to create the work in the spirit of the design as proposed. It is understood, however, that as a result of the creative process there will be continuous refinement and development of the work which may alter the final rendering. Therefore, it is agreed that the parties shall consult closely during the fabrication of the work and that any alteration from the original design proposal shall be reviewed and approved of by Metro. Such modification of the original design proposal shall be in written form and shall be made an amendment to this agreement.

DESCRIPTION AND LOCATION OF THE WORK:

Dimensions: _____

Materials: _____

Estimated weight of Work with Base: _____

Location at the Oregon Convention Center: _____

The work shall not deviate in size, design or material from the design proposal and the foregoing specifications unless the change is approved by Metro.

B. Pre-Fabrication Meeting. Contractor shall meet with representatives of Metro, the Project Architects, members of the Art Advisory Committee and other Contractors working on the Oregon Convention Center Percent for Art Program in Portland, Oregon at a mutually agreed upon time

or times. The purpose of this meeting is to coordinate the efforts of those involved and shall occur prior to the commencement of fabrication of the work by Contractor.

C. Subcontractors. In the event the Contractor employs a subcontractor for the fabrication of the work, Contractor shall delivery to Metro the name, address and telephone number of such subcontractor within 60 days from the execution of this contract. Any such subcontractor shall work under the personal supervision of the Contractor. Notwithstanding the use of subcontractors, Contractor shall remain obligated for full performance of this agreement and Metro shall incur no obligation other then its obligations to Contractor.

D. Review of the Work. Metro shall be given access to the work during business hours for the purpose of review of the work and fabrication progress.

E. Fabrication Schedule/Reports. Contractor shall complete fabrication of the work no later than August 15, 1990.

Contractor shall submit a written report to Metro detailing the status of the fabrication process when such process is approximately 2/3 complete. The report shall be accompanied by appropriate photographs and other documentation. Upon request by Metro, additional reports may be required of Contractor.

Contractor shall document the entire fabrication process by way of slides, photographs and other appropriate means. Such documentation shall be made available to Metro upon request.

2. DELIVERY AND INSTALLATION

A. Generally. Contractor shall deliver the work to and install the work per the approved installation plan described below at the site specified in Paragraph 1 (A) above. All expenses associated with the delivery and installation are the responsibility of the Contractor.

The work shall be delivered appropriately framed. Such frame shall be satisfactory to Metro.

B. Delivery. Contractor shall make all arrangements for transport of the work to the Convention Center site. This shall include arrangements for receipt of of the work upon delivery.

C. Installation Plan/Schedule. By no later than April 30, 1989, Contractor shall submit to Metro a plan for the installation of the work. Such plan shall include structural considerations appropriate to the work and the installation site and a schedule containing dates of the installation and personnel and equipment to be used. Additionally, such plan shall include a description of any activities which require coordination between Contractor, his subcontractors, Metro representatives and the General Contractor. Metro shall review such plan and shall either approve the plan or shall return the plan with comments to Contractor within 60 days of receipt of plan. In the event comments on the plan are made, Contractor shall make appropriate modifications and re-submit the plan for final approval by Metro. An approved installation plan must be submitted by Contractor no later than July 31, 1989.

Installation of the work shall occur no later than 30 days after Final Completion of the building. Final Completion is expected on or about September 1, 1990. Contractor shall give Metro no less than 15 days notice of the day installation of the work is to begin.

D. Storage and Insurance. In the event installation of the work is delayed through no fault of the Contractor, Metro will be responsible for the reasonable cost of storing and insuring the work until the period of installation.

E. Site and Site Preparation. Contractor shall install the completed and framed work at the Oregon Convention Center, Portland, Oregon in the location described in Paragraph 1(A). Metro shall provide the site broom clean and free of obstructions. Any other preparation of the site is the responsibility of the Contractor.

Upon completion of installation, Contractor shall leave the site broom clean and free of obstructions.

F. Alteration of the Site. If the site as constructed differs significantly from the site plans provided to Contractor at the execution of this agreement and such differences would significantly affect the cost of installing the work, Metro shall be responsible for such increased costs of installation.

G. Access to the Site. Metro shall provide the Contractor and his/her subcontractors access to the site for the purpose of installation. Arrangements for such access shall be made through Metro and shall be scheduled for mutually acceptable times which will least affect on-going construction activities.

3. INSURANCE

A. Generally. Contractor shall procure and maintain at Contractor's expense, at least the following insurance from insurance companies satisfactory to Metro:

(i). Workers' Compensation and Employers' Liability insurance in accordance with the laws of the state of Oregon. Employers' Liability insurance shall be at limits of not less than \$1,000,000 per accident.

(ii). General Liability insurance with limits of not less than \$1,000,000 per occurrence, combined single limit bodily injury and property damage, including coverage for contractual liability, broad form property damage, completed operations and , if any subcontracted work is involved, independent contractors.

(iii). Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles.

B. Certificates of Insurance. Prior to commencing services hereunder, Contractor shall deliver to Metro certificates of insurance evidencing such insurance. All certificates shall be satisfactory to Metro and shall provide for 60 days advance written notice to Metro of cancellation, non-renewal or reduction of coverage.

The General Liability and Automobile insurance shall be endorsed to:

(i) name Metro, Zimmer Gunsul Frasca Partnership, Turner Construction Company and Hoffman (Oregon) - Marmolejo, Joint Venture as additional insureds, and

(ii) provide that the policies are primary insurance to any other insurance available to the additional insureds, with respect to claims arising out of this agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

4. OWNERSHIP OF WORK/COPYRIGHT

A. Generally. The framed work created under this agreement shall be the property of Metro. Contractor shall deliver a bill of sale or invoice as evidence of transfer of title to Metro upon Final Acceptance by Metro.

Except as provided in this agreement, Contractor shall retain all copyrights in the work. Contractor shall place a copyright notice on the work in the form and manner required to protect copyrights in the work under the United States copyright law. If the copyright is registered with the U. S. Copyright

Office, Contractor shall provide Metro with a copy of the application for registration, the registration number and the effective date of registration.

All working models, maquettes, drawings and renderings produced by Contractor during the course of fabrication shall be the property of Contractor.

B. Display. Contractor hereby grants to Metro the exclusive right to display the work and to loan the work to other persons or institutions for the purposes of displaying the work publicly.

C. Duplications. Contractor shall make no duplications of the work at any scale without the written permission of Metro.

D. Reproductions. Contractor hereby authorizes Metro to make, and to authorize the making of, photographs and other two-dimensional reproductions of the work for educational, public relations, arts promotional and limited commercial purposes. For the purposes of this agreement, the following shall be deemed reproductions for educational, public relations, arts promotional and limited commercial purposes: reproductions in exhibition catalogues, books, slides, photographs, postcards, posters and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations. On any and all such reproductions, Metro shall place a copyright notice in the form and manner required by law to protect the copyrights.

E. Credits. All reproduction authorized per Paragraph 6 (D) above and all references of the work shall credit the the work to the Contractor. Contractor shall cause all references and reproductions of the work shall refer to the fact that the work is installed at the Oregon Convention Center under the auspices of the Metro's One Percent for Public Art Program.

Metro shall cause a label identifying Contractor, the title of the work and the year of completion to be publicly displayed in the area adjacent to the work.

6. REPAIRS. With respect to any repairs or restoration of the work not covered by the warranty provided for on Paragraph 8(A), Contractor shall be given the first opportunity to accomplish such repair or restoration, provided Contractor and Metro are able to agree on a fee to be paid for such repair or restoration. Metro may proceed with repair or restoration if Contractor cannot be located, Contractor declines the opportunity to perform such repair or restoration, or if a fee cannot be reasonably agreed upon between Contractor and Metro.

7. MAINTENANCE. Metro shall be responsible for the proper cleaning and routine maintenance of the work after installation, pursuant to the instructions provided by Contractor and attached as Exhibit C.

8. CONTRACTOR'S WARRANTIES

A. Defects in Material or Workmanship. Contractor warrants that the work will be free of defects in workmanship or materials, including inherent vice, and that Contractor will, at Contractor's own expense, remedy any defects due to faulty workmanship or materials, or to inherent vice, which appear within a period of three years of the date the work is finally accepted by Metro. If the work should deteriorate because of inherent vice between three and fifteen years from the date the work is finally accepted by Metro, Contractor will repair or replace the work at Contractor's expense. "Inherent vice" refers to a quality within the material or materials which comprise the work which, either alone or in combination, results in the tendency of the work to destroy itself. "Inherent vice" does not include any tendency to deteriorate which is specifically identified in the original design proposal submitted by Contractor.

B. Independent Contractor. Contractor warrants that Contractor shall perform all work under this agreement as an independent contractor and not as an employee of Metro.

C. Title. Contractor warrants that the work is the result of the artistic efforts of Contractor and that it will be installed free and clear of any liens, claims or other encumbrances of any type.

D. Loss or Damage. Contractor warrants that Contractor shall assume all risk of loss or damage to the work prior to completion and installation. In the event of such physical loss or damage, Contractor shall rectify the loss or damage to the work by repair, restoration or replacement at no additional cost to Metro.

E. Prevailing Wage. Contractor warrants that, except as limited by Oregon Revised Statutes, Contractor shall pay his/her on-site workers and require his/her subcontractors to pay its on-site workers the prevailing wage as required in ORS 279.350, and shall comply with all other requirements contained therein. Copies of the prevailing wage provisions are available to Contractor through Metro.

9. REMEDIES. In addition to all remedies, both equitable and legal, available to Metro, in the event of breach by Contractor and resulting termination of the agreement, Metro may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the unpaid balance of the

compensation provided, then Contractor shall pay to Metro the amount of excess.

10. METRO PROJECT MANAGER. The Metro Project Manager shall be Eloise MacMurray of the Metropolitan Arts Commission.

EXHIBIT B

COMPENSATION

1. Generally. Total compensation for this contract shall not exceed \$10,000 which shall constitute full compensation for all services, materials (including framing), travel, delivery, insurance and installation to be furnished under this agreement.

2. Payment Schedule/Interim Payments. Metro is not obligated to pay any part of Contractor's compensation unless and until the work is finally accepted by Metro. Metro will, however, make payments to Contractor against the compensation to assist Contractor with financing the fabrication, delivery and installation of the work. Payment of interim payments shall not be construed as a waiver of Metro's right to require that the work conform strictly to the design proposal attached as Exhibit C hereto and to the specifications set forth in paragraph 1(A) of Exhibit A. The amount of payment is based on Contractor's need and shall be made as follows:

(i) Upon execution of this agreement and request for interim payment: \$35,000. (This amount may not exceed 35% of the compensation.)

(ii) Following (A) Metro's determination that the fabrication of the work is 2/3 complete, (B) submission of Contractor's report on fabrication that the work is 2/3 complete, and (3) request for interim payment: \$35,000. (This amount may not exceed 35% of the compensation.)

3. FINAL ACCEPTANCE AND PAYMENT BY METRO. The work shall be finally accepted upon determination by Metro of the following:

(i) The work conforms to the design proposal (Exhibit C) and the specifications set forth in paragraph 1(A) of Exhibit A, or to any modifications thereof approved by Metro.

(ii) Contractor has delivered to and installed the work at the site in conformance with the installation plan described in paragraph 2(B) of Exhibit A.

(iii) Contractor is in conformance with all other terms and conditions of this agreement.

Processing of the final payment to Contractor will commence upon final acceptance of the work and receipt by Metro of (a) Contractor's request for final payment and (b) bill of sale or invoice as evidence of transfer of title. Such final payment shall be equal to the balance remaining after any and all interim payments which were made pursuant hereto have been deducted from the compensation amount.

Risk of loss or damage to the work passes to Metro upon final acceptance of the work.

4. REQUEST FOR PAYMENT. Contractor's request for payments shall include sufficient documentation evidencing all expenses related to the fabrication, delivery and installation of the work. Metro shall pay within 30 days of the receipt of a satisfactory request for payment.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-10-811CC BUDGET CODE NO. 52 -00 -00 -8510 - 30800

FUND: Capital DEPARTMENT: Convention Center (IF MORE THAN ONE) Project

SOURCE CODE (IF REVENUE) Project

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 Metro 1% for Art Program -- Bathroom Tiles

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 Liz Mapelli

5. EFFECTIVE DATE October 3, 1988 TERMINATION DATE September 30, 1990
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 24,800.00
 PREV. AMEND _____
 THIS AMEND _____
 TOTAL \$ 24,800.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988 - 8 - 9 \$ 24,800.00

B. BUDGET LINE ITEM NAME Buildings AMOUNT APPROPRIATED FOR CONTRACT \$ 475,000.00 *

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF Sept 30, 1988 \$ 465,000.00

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

N/A SUBMITTED BY _____ \$ _____ AMOUNT ☐ MBE
N/A SUBMITTED BY _____ \$ _____ AMOUNT ☐ MBE
N/A SUBMITTED BY _____ \$ _____ AMOUNT ☐ MBE

9. NUMBER AND LOCATION OF ORIGINALS Contractor, Convention Center Project Office and

Metro Contract Administration Office

1. 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


 DEPARTMENT HEAD

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

COUNCIL REVIEW

(IF REQUIRED)

FISCAL REVIEW

BUDGET REVIEW

1. _____
 COUNCILOR

2. _____
 COUNCILOR

3. _____
 COUNCILOR

DATE _____

LEGAL COUNSEL REVIEW AS NEEDED:

A. DEVIATION TO CONTRACT FORM _____

B. CONTRACTS OVER \$10,000 _____

C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 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 LIZ MAPELLI, hereinafter referred to as "CONTRACTOR" whose address is 1306 Northwest Hoyt, Portland, Oregon 97209, for the period of October 3, 1988, through September 30, 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, and Design Proposal, Exhibit C attached hereto and incorporated by reference;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. To defend, indemnify and hold Turner Construction Company, Zimmer Gunsul Frasca Partnership, Hoffman (Oregon) - Marmolejo Joint Venture and Metro and their agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of, or in any way connected with its performance of this Agreement, with any patent or copyright infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

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

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed twenty four thousand and eight hundred dollars, (\$24,800), and in the manner and at the time designated in Exhibit B, Compensation attached hereto and incorporated by reference; and

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

BOTH PARTIES AGREE:

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

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

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

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

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

LIZ MAPELLI

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

lm/contract:bky
10/3/88

EXHIBIT A

SCOPE OF WORK

This scope of work outlines required tasks, which includes the fabrication, delivery and the supervision of the installation of the artwork, hereinafter referred to as "work", for the Oregon Convention Center and additional terms of the contract to be complied with by the artist, hereinafter referred to as "Contractor".

1. FABRICATION

A. Generally. Contractor shall fabricate or cause to be fabricated the work in accordance with the previously submitted design proposal attached as Exhibit C and the following description and specifications. Contractor shall make every effort to create the work in the spirit of the design as proposed. It is understood, however, that as a result of the creative process there will be continuous refinement and development of the work which may alter the final rendering. Therefore, it is agreed that the parties shall consult closely during the fabrication of the work and that any alteration from the original design proposal shall be reviewed and approved of by Metro. Such modification of the original design proposal shall be in written form and shall be made an amendment to this agreement.

DESCRIPTION AND LOCATION OF THE WORK:

Dimensions: _____

Materials: _____

Estimated weight of Work with Base: _____

Location at the Oregon Convention Center: _____

The work shall not deviate in size, design or material from the design proposal and the foregoing specifications unless the change is approved by Metro.

B. Pre-Fabrication Meeting. Contractor shall meet with representatives of Metro, the Project Architects, members of the Art Advisory Committee and other Contractors working on the Oregon Convention Center

Percent for Art Program in Portland, Oregon at a mutually agreed upon time or times. The purpose of this meeting is to coordinate the efforts of those involved and shall occur prior to the commencement of fabrication of the work by Contractor.

C. Subcontractors. In the event the Contractor employs a subcontractor for the fabrication of the work, Contractor shall delivery to Metro the name, address and telephone number of such subcontractor within 60 days from the execution of this contract. Any such subcontractor shall work under the personal supervision of the Contractor. Notwithstanding the use of subcontractors, Contractor shall remain obligated for full performance of this agreement and Metro shall incur no obligation other then its obligations to Contractor.

D. Review of the Work. Metro shall be given access to the work during business hours for the purpose of review of the work and fabrication progress.

E. Fabrication Schedule/Reports. Contractor shall complete fabrication of the work no later than September 25, 1989.

Contractor shall submit a written report to Metro detailing the status of the fabrication process when such process is approximately 2/3 complete. The report shall be accompanied by appropriate photographs and other documentation. Upon request by Metro, additional reports may be required of Contractor.

Contractor shall document the entire fabrication process by way of slides, photographs and other appropriate means. Such documentation shall be made available to Metro upon request.

2. DELIVERY AND INSTALLATION

A. Generally. Contractor shall deliver the work to the site and advise during the installation of the work per the approved installation plan described below. All expenses associated with the delivery are the responsibility of the Contractor.

B. Delivery. Contractor shall make all arrangements for transport of the work to the Convention Center site. This shall include arrangements for receipt of of the work upon delivery.

Delivery on site shall occur on or about October 2, 1989.

C. Installation Plan/Schedule. No later than April 30, 1989, Contractor shall submit to Metro a plan for the installation of the work. Such plan shall include structural considerations appropriate to the work and the installation site, appropriate installation methods/process and equipment to be used. Metro shall review such plan and shall either approve the plan or shall return the plan with comments to Contractor within 60 days of receipt of plan. In the event comments on the plan are made, Contractor shall make appropriate modifications and re-submit the plan for final approval by Metro. An approved installation plan must be submitted by Contractor no later than July 31, 1989.

D. Storage and Insurance. In the event installation of the work is delayed through no fault of the Contractor, Metro will be responsible for the reasonable cost of storing and insuring the work until the period of installation.

E. Access to the Site. Metro shall provide the Contractor access to the site for the purpose of advising during the installation process. Arrangements for such access shall be made through Metro and shall be scheduled for mutually acceptable times which will least affect on-going construction activities.

3. INSURANCE

A. Generally. Contractor shall procure and maintain at Contractor's expense, at least the following insurance from insurance companies satisfactory to Metro:

(i). Workers' Compensation and Employers' Liability insurance in accordance with the laws of the state of Oregon. Employers' Liability insurance shall be at limits of not less than \$1,000,000 per accident.

(ii). General Liability insurance with limits of not less than \$1,000,000 per occurrence, combined single limit bodily injury and property damage, including coverage for contractual liability, broad form property damage, completed operations and , if any subcontracted work is involved, independent contractors.

(iii). Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles.

B. Certificates of Insurance. Prior to commencing services hereunder, Contractor shall deliver to Metro certificates of insurance evidencing such insurance. All certificates shall be satisfactory to Metro and shall provide for 60 days advance written notice to Metro of cancellation, non-renewal or reduction of coverage.

The General Liability and Automobile insurance shall be endorsed to:

(i) name Metro, Zimmer Gunsul Frasca Partnership, Turner Construction Company and Hoffman (Oregon) - Marmolejo, Joint Venture as additional insureds, and

(ii) provide that the policies are primary insurance to any other insurance available to the additional insureds, with respect to claims arising out of this agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

4. OWNERSHIP OF WORK/COPYRIGHT

A. Generally. The work created under this agreement shall be the property of Metro. Contractor shall deliver a bill of sale or invoice as evidence of transfer of title to Metro upon Final Acceptance by Metro.

Except as provided in this agreement, Contractor shall retain all copyrights in the work. Contractor shall place a copyright notice on the work in the form and manner required to protect copyrights in the work under the United States copyright law. If the copyright is registered with the U. S. Copyright Office, Contractor shall provide Metro with a copy of the application for registration, the registration number and the effective date of registration.

All working models, maquettes, drawings and renderings produced by Contractor during the course of fabrication shall be the property of Contractor.

B. Display. Contractor hereby grants to Metro the exclusive right to display the work and to loan the work to other persons or institutions for the purposes of displaying the work publicly.

C. Duplications. Contractor shall make no duplications of the work at any scale without the written permission of Metro.

D. Reproductions. Contractor hereby authorizes Metro to make, and to authorize the making of, photographs and other two-dimensional reproductions of the work for educational, public relations, arts promotional and limited commercial purposes. For the purposes of this agreement, the following shall be deemed reproductions for educational, public relations, arts promotional and limited commercial purposes: reproductions in exhibition

catalogues, books, slides, photographs, postcards, posters and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations. On any and all such reproductions, Metro shall place a copyright notice in the form and manner required by law to protect the copyrights.

E. Credits. All reproduction authorized per Paragraph 6 (D) above and all references of the work shall credit the the work to the Contractor. Contractor shall cause all references and reproductions of the work shall refer to the fact that the work is installed at the Oregon Convention Center under the auspices of the Metro's One Percent for Public Art Program.

Metro shall cause a label identifying Contractor, the title of the work and the year of completion to be publicly displayed in the area adjacent to the work.

6. REPAIRS. With respect to any repairs or restoration of the work not covered by the warranty provided for on Paragraph 8 (A) Contractor shall be given the first opportunity to accomplish such repair or restoration, provided Contractor and Metro are able to agree on a fee to be paid for such repair or restoration. Metro may proceed with repair or restoration if Contractor cannot be located, Contractor declines the opportunity to perform such repair or restoration, or if a fee cannot be reasonably agreed upon between Contractor and Metro.

7. MAINTENANCE. Metro shall be responsible for the proper cleaning and routine maintenance of the work after installation, pursuant to the instructions provided by Contractor and attached as Exhibit C.

8. CONTRACTOR'S WARRENTIES

A. Defects in Material or Workmanship. Contractor warrants that the work will be free of defects in workmanship or materials, including inherent vice, and that Contractor will, at Contractor's own expense, remedy any defects due to faulty workmanship or materials, or to inherent vice, which appear within a period of three years of the date the work is finally accepted by Metro. If the work should deteriorate because of inherent vice between three and fifteen years from the date the work is finally accepted by Metro, Contractor will repair or replace the work at Contractor's expense. "Inherent vice" refers to a quality within the material or materials which comprise the work which, either alone or in combination, results in the tendency of the work to destroy itself. "Inherent vice" does not include any tendency to deteriorate which is specifically identified in the original design proposal submitted by Contractor.

B. Independent Contractor. Contractor warrants that Contractor shall perform all work under this agreement as an independent contractor and not as an employee of Metro.

C. Title. Contractor warrants that the work is the result of the artistic efforts of Contractor and that it will be installed free and clear of any liens, claims or other encumbrances of any type.

D. Loss or Damage. Contractor warrants that Contractor shall assume all risk of loss or damage to the work prior to completion and installation. In the event of such physical loss or damage, Contractor shall rectify the loss or damage to the work by repair, restoration or replacement at no additional cost to Metro.

E. Prevailing Wage. Contractor warrants that, except as limited by Oregon Revised Statutes, Contractor shall pay his/her on-site workers and require his/her subcontractors to pay its on-site workers the prevailing wage as required in ORS 279.350, and shall comply with all other requirements contained therein. Copies of the prevailing wage provisions are available to Contractor through Metro.

9. REMEDIES. In addition to all remedies, both equitable and legal, available to Metro, in the event of breach by Contractor and resulting termination of the agreement, Metro may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the unpaid balance of the compensation provided, then Contractor shall pay to Metro the amount of excess.

10. METRO PROJECT MANAGER. The Metro Project Manager shall be Eloise MacMurray of the Metropolitan Arts Commission.

EXHIBIT B
COMPENSATION

1. Generally. Total compensation for this contract shall not exceed \$24,800 which shall constitute full compensation for all services, materials, travel, delivery, insurance and installation services to be furnished under this agreement.

2. Payment Schedule/Interim Payments. Metro is not obligated to pay any part of Contractor's compensation unless and until the work is finally accepted by Metro. Metro will, however, make payments to Contractor against the compensation to assist Contractor with financing the fabrication, delivery and installation of the work. Payment of interim payments shall not be construed as a waiver of Metro's right to require that the work conform strictly to the design proposal attached as Exhibit C hereto and to the specifications set forth in paragraph 1(A) of Exhibit A. The amount of payment is based on Contractor's need and shall be made as follows:

(i) Upon execution of this agreement and request for interim payment: \$8,680. (This amount may not exceed 35% of the compensation.)

(ii) Following (A) Metro's determination that the fabrication of the work is 2/3 complete, (B) submission of Contractor's report on fabrication that the work is 2/3 complete, and (3) request for interim payment: \$8,680. (This amount may not exceed 35% of the compensation.)

3. FINAL ACCEPTANCE AND PAYMENT BY METRO. The work shall be finally accepted upon determination by Metro of the following:

(i) The work conforms to the design proposal (Exhibit C) and the specifications set forth in paragraph 1(A) of Exhibit A, or to any modifications thereof approved by Metro.

(ii) Contractor has delivered the work at the site and that the work has been installed in conformance with the installation plan described in paragraph 2(B).

(iii) Contractor is in conformance with all other terms and conditions of this agreement.

Processing of the final payment to Contractor will commence upon final acceptance of the work and receipt by Metro of (a) Contractor's request for final payment and (b) bill of sale or invoice as evidence of transfer of title. Such final payment shall be equal to the balance remaining after any and all interim payments which were made pursuant hereto have been deducted from the compensation amount.

Risk of loss or damage to the work passes to Metro upon final acceptance of the work.

4. REQUEST FOR PAYMENT. Contractor's request for payments shall include sufficient documentation evidencing all expenses related to the fabrication, delivery and installation of the work. Metro shall pay within 30 days of the receipt of a satisfactory request for payment.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-10-810CC BUDGET CODE NO. 52 -00 -00 -8510 - 30800
 FUND: Capital DEPARTMENT: Convention Center (IF MORE THAN ONE) - - - -
 SOURCE CODE (IF REVENUE) Project - - - -

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 Metro 1% for Art Program -- Sconces

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 Walter White

5. EFFECTIVE DATE October 3, 1988 TERMINATION DATE September 30, 1990
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 51,000.00
 PREV. AMEND _____
 THIS AMEND _____
 TOTAL \$ 51,000.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988 -8- 9 \$ 51,000.00
 B. BUDGET LINE ITEM NAME Buildings AMOUNT APPROPRIATED FOR CONTRACT \$ 475,000.00 *
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF Sept 30, 19 88 \$ 465,000.00

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

<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY _____	AMOUNT	
<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY _____	AMOUNT	
<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY _____	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS Contractor, Convention Center Project Office and
Metro Contract Administration Office

1. 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



DEPARTMENT HEAD

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

COUNCIL REVIEW

(IF REQUIRED)

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 ____ day of _____, 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 WALTER WHITE, hereinafter referred to as "CONTRACTOR" whose address is 9401 42nd Avenue Northeast, Seattle, Washington 98115, for the period of October 3, 1988, through September 30, 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, and Design Proposal, Exhibit C, attached hereto and incorporated by reference;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. To defend, indemnify and hold Turner Construction Company, Zimmer Gunsul Frasca Partnership, Hoffman (Oregon) - Marmolejo Joint Venture and Metro and their agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of, or in any way connected with its performance of this Agreement, with any patent or copyright infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

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

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed fifty one thousand dollars, (\$51,000), and in the manner and at the time designated in Exhibit B, Compensation, attached hereto and incorporated by reference; and

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

BOTH PARTIES AGREE:

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

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

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

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

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

WALTER WHITE

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

ww/contract:bky
10/3/88

EXHIBIT A

SCOPE OF WORK

This scope of work outlines required tasks, which includes the fabrication, delivery and the installation of the artwork, hereinafter referred to as "work", for the Oregon Convention Center and additional terms of the contract to be complied with by the artist, hereinafter referred to as "Contractor".

1. FABRICATION

A. Generally. Contractor shall fabricate or cause to be fabricated the work in accordance with the previously submitted design proposal attached as Exhibit C and the following description and specifications. Contractor shall make every effort to create the work in the spirit of the design as proposed. It is understood, however, that as a result of the creative process there will be continuous refinement and development of the work which may alter the final rendering. Therefore, it is agreed that the parties shall consult closely during the fabrication of the work and that any alteration from the original design proposal shall be reviewed and approved of by Metro. Such modification of the original design proposal shall be in written form and shall be made an amendment to this agreement.

DESCRIPTION AND LOCATION OF THE WORK:

The project consists of forty eight complete lighting sconces and ten replacement sconce globes.

Dimensions: _____

Materials: _____

Estimated weight of Work with Base: _____

Location at the Oregon Convention Center: _____

The work shall not deviate in size, design or material from the design proposal and the foregoing specifications unless the change is approved by Metro.

B. Pre-Fabrication Meeting. Contractor shall meet with representatives of Metro, the Project Architects, members of the Art Advisory Committee and other Contractors working on the Oregon Convention Center Percent for Art Program in Portland, Oregon at a mutually agreed upon time or times. The purpose of this meeting is to coordinate the efforts of those involved and shall occur prior to the commencement of fabrication of the work by Contractor.

C. Subcontractors. In the event the Contractor employs a subcontractor for the fabrication of the work, Contractor shall delivery to Metro the name, address and telephone number of such subcontractor within 60 days from the execution of this contract. Any such subcontractor shall work under the personal supervision of the Contractor. Notwithstanding the use of subcontractors, Contractor shall remain obligated for full performance of this agreement and Metro shall incur no obligation other than its obligations to Contractor.

D. Review of the Work. Metro shall be given access to the work during business hours for the purpose of review of the work and fabrication progress.

E. Fabrication Schedule/Reports. Contractor shall complete fabrication of the work no later than December 1, 1989.

Contractor shall submit a written report to Metro detailing the status of the fabrication process when such process is approximately 2/3 complete. The report shall be accompanied by appropriate photographs and other documentation. Upon request by Metro, additional reports may be required of Contractor.

Contractor shall document the entire fabrication process by way of slides, photographs and other appropriate means. Such documentation shall be made available to Metro upon request.

2. DELIVERY AND INSTALLATION

A. Generally. Contractor shall deliver the work to the site and advise during the installation of the work per the approved installation plan described below. All expenses associated with the delivery are the responsibility of the Contractor.

B. Delivery. Contractor shall make all arrangements for transport of the work to the Convention Center site. This shall include arrangements for receipt of the work upon delivery.

Delivery of the work on site shall occur on or about January 2, 1990.

C. Installation Plan/Schedule. No later than April 30, 1989, Contractor shall submit to Metro a plan for the installation of the work. Such plan shall include structural considerations appropriate to the work and the installation site and a schedule containing dates of the installation and personnel and equipment to be used. Additionally, such plan shall include a description of any activities which require coordination between Contractor, his subcontractors, Metro representatives and the General Contractor. Metro shall review such plan and shall either approve the plan or shall return the plan with comments to Contractor within 60 days of receipt of plan. In the event comments on the plan are made, Contractor shall make appropriate modifications and re-submit the plan for final approval by Metro. An approved installation plan must be submitted by Contractor no later than July 31, 1989.

D. Storage and Insurance. In the event installation of the work is delayed through no fault of the Contractor, Metro will be responsible for the reasonable cost of storing and insuring the work until the period of installation.

E. Alteration of the Site. If the site as constructed differs significantly from the site plans provided to Contractor at the execution of this agreement and such differences would significantly affect the cost of installing the work, Metro shall be responsible for such increased costs of installation.

G. Access to the Site. Metro shall provide the Contractor access to the site for the purpose of advising during the installation. Arrangements for such access shall be made through Metro and shall be scheduled for mutually acceptable times which will least affect on-going construction activities.

3. INSURANCE

A. Generally. Contractor shall procure and maintain at Contractor's expense, at least the following insurance from insurance companies satisfactory to Metro:

(i). Workers' Compensation and Employers' Liability insurance in accordance with the laws of the state of Oregon. Employers' Liability insurance shall be at limits of not less than \$1,000,000 per accident.

(ii). General Liability insurance with limits of not less than \$1,000,000 per occurrence, combined single limit bodily injury and property damage, including coverage for contractual liability, broad form property damage, completed operations and , if any subcontracted work is involved, independent contractors.

(iii). Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles.

B. Certificates of Insurance. Prior to commencing services hereunder, Contractor shall deliver to Metro certificates of insurance evidencing such insurance. All certificates shall be satisfactory to Metro and shall provide for 60 days advance written notice to Metro of cancellation, non-renewal or reduction of coverage.

The General Liability and Automobile insurance shall be endorsed to:

(i) name Metro, Zimmer Gunsul Frasca Partnership, Turner Construction Company and Hoffman (Oregon) - Marmolejo, Joint Venture as additional insureds, and

(ii) provide that the policies are primary insurance to any other insurance available to the additional insureds, with respect to claims arising out of this agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

4. OWNERSHIP OF WORK/COPYRIGHT

A. Generally. The work created under this agreement shall be the property of Metro. Contractor shall deliver a bill of sale or invoice as evidence of transfer of title to Metro upon Final Acceptance by Metro.

Except as provided in this agreement, Contractor shall retain all copyrights in the work. Contractor shall place a copyright notice on the work in the form and manner required to protect copyrights in the work under the United States copyright law. If the copyright is registered with the U. S. Copyright Office, Contractor shall provide Metro with a copy of the application for registration, the registration number and the effective date of registration.

All working models, maquettes, drawings and renderings produced by Contractor during the course of fabrication shall be the property of Contractor.

B. Display. Contractor hereby grants to Metro the exclusive right to display the work and to loan the work to other persons or institutions for the purposes of displaying the work publicly.

C. Duplications. Contractor shall make no duplications of the work at any scale without the written permission of Metro.

D. Reproductions. Contractor hereby authorizes Metro to make, and to authorize the making of, photographs and other two-dimensional reproductions of the work for educational, public relations, arts promotional and limited commercial purposes. For the purposes of this agreement, the following shall be deemed reproductions for educational, public relations, arts promotional and limited commercial purposes: reproductions in exhibition catalogues, books, slides, photographs, postcards, posters and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations. On any and all such reproductions, Metro shall place a copyright notice in the form and manner required by law to protect the copyrights.

E. Credits. All reproduction authorized per Paragraph 6(D) above and all references of the work shall credit the the work to the Contractor. Contractor shall cause all references and reproductions of the work shall refer to the fact that the work is installed at the Oregon Convention Center under the auspices of the Metro's One Percent for Public Art Program.

Metro shall cause a single label identifying Contractor, the title of the work and the year of completion to be publicly displayed in the Convention Center.

6. REPAIRS. With respect to any repairs or restoration of the work not covered by the warranty provided for on Paragraph 8(A), Contractor shall be given the first opportunity to accomplish such repair or restoration, provided Contractor and Metro are able to agree on a fee to be paid for such repair or restoration. Metro may proceed with repair or restoration if Contractor cannot be located, Contractor declines the opportunity to perform such repair or restoration, or if a fee cannot be reasonably agreed upon between Contractor and Metro.

7. MAINTENANCE. Metro shall be responsible for the proper cleaning and routine maintenance of the work after installation, pursuant to the instructions provided by Contractor and attached as Exhibit C.

8. CONTRACTOR'S WARRENTIES

A. Defects in Material or Workmanship. Contractor warrants that the work will be free of defects in workmanship or materials, including inherent vice, and that Contractor will, at Contractor's own expense, remedy

any defects due to faulty workmanship or materials, or to inherent vice, which appear within a period of three years of the date the work is finally accepted by Metro. If the work should deteriorate because of inherent vice between three and fifteen years from the date the work is finally accepted by Metro, Contractor will repair or replace the work at Contractor's expense. "Inherent vice" refers to a quality within the material or materials which comprise the work which, either alone or in combination, results in the tendency of the work to destroy itself. "Inherent vice" does not include any tendency to deteriorate which is specifically identified in the original design proposal submitted by Contractor.

B. Independent Contractor. Contractor warrants that Contractor shall perform all work under this agreement as an independent contractor and not as an employee of Metro.

C. Title. Contractor warrants that the work is the result of the artistic efforts of Contractor and that it will be installed free and clear of any liens, claims or other encumbrances of any type.

D. Loss or Damage. Contractor warrants that Contractor shall assume all risk of loss or damage to the work prior to completion and installation. In the event of such physical loss or damage, Contractor shall rectify the loss or damage to the work by repair, restoration or replacement at no additional cost to Metro.

E. Prevailing Wage. Contractor warrants that, except as limited by Oregon Revised Statutes, Contractor shall pay his/her on-site workers and require his/her subcontractors to pay its on-site workers the prevailing wage as required in ORS 279.350, and shall comply with all other requirements contained therein. Copies of the prevailing wage provisions are available to Contractor through Metro.

9. REMEDIES. In addition to all remedies, both equitable and legal, available to Metro, in the event of breach by Contractor and resulting termination of the agreement, Metro may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the unpaid balance of the compensation provided, then Contractor shall pay to Metro the amount of excess.

10. METRO PROJECT MANAGER. The Metro Project Manager shall be Eloise MacMurray of the Metropolitan Arts Commission.

EXHIBIT B

COMPENSATION

1. Generally. Total compensation for this contract shall not exceed \$51,000 which shall constitute full compensation for all services, materials, travel, delivery, insurance and consulting services during installation to be furnished under this agreement.

2. Payment Schedule/Interim Payments. Metro is not obligated to pay any part of Contractor's compensation unless and until the work is finally accepted by Metro. Metro will, however, make payments to Contractor against the compensation to assist Contractor with financing the fabrication and delivery of the work. Payment of interim payments shall not be construed as a waiver of Metro's right to require that the work conform strictly to the design proposal attached as Exhibit C hereto and to the specifications set forth in paragraph 1(A) of Exhibit A. The amount of payment is based on Contractor's need and shall be made as follows:

(i) Upon execution of this agreement and request for interim payment: \$16,800. (This amount may not exceed 35% of the compensation.)

(ii) Following (A) Metro's determination that the fabrication of the work is 2/3 complete, (B) submission of Contractor's report on fabrication that the work is 2/3 complete, and (3) request for interim payment: \$16,800. (This amount may not exceed 35% of the compensation.)

3. FINAL ACCEPTANCE AND PAYMENT BY METRO. The work shall be finally accepted upon determination by Metro of the following:

(i) The work conforms to the design proposal (Exhibit C) and the specifications set forth in paragraph 1(A) of Exhibit A, or to any modifications thereof approved by Metro.

(ii) Contractor has delivered and installed the work in conformance with the installation plan described in paragraph 2(B) of Exhibit A.

(iii) Contractor is in conformance with all other terms and conditions of this agreement.

Processing of the final payment to Contractor will commence upon final acceptance of the work and receipt by Metro of (a) Contractor's request for final payment and (b) bill of sale or invoice as evidence of transfer of title. Such final payment shall be equal to the balance remaining after any and all interim payments which were made pursuant hereto have been deducted from the compensation amount.

Risk of loss or damage to the work passes to Metro upon final acceptance of the work.

4. REQUEST FOR PAYMENT. Contractor's request for payments shall include sufficient documentation evidencing all expenses related to the fabrication, delivery and installation of the work. Metro shall pay within 30 days of the receipt of a satisfactory request for payment.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-10-814CC BUDGET CODE NO. 52 -00 -00 -8510 -30800
 FUND: Capital DEPARTMENT: Convention Center (IF MORE THAN ONE) - - - -
 SOURCE CODE (IF REVENUE) Project - - - -

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 Metro 1% for Art Program -- Plaques, graphics and fabrication

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 Dennis Cunningham and John Laursen

5. EFFECTIVE DATE October 3, 1988 TERMINATION DATE September 30, 1990
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 37,500.00
 PREV. AMEND _____
 THIS AMEND _____
 TOTAL \$ 37,500.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988 -8 9 \$ 37,500.00
 B. BUDGET LINE ITEM NAME Buildings AMOUNT APPROPRIATED FOR CONTRACT \$ 475,000.00 *
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF Sept 30, 19 88 \$ 465,000.00

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

<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS Contractor, Convention Center Project Office and

Metro Contract Administration Office

1. 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 _____ ☐ MBE
NAME _____ SERVICE _____ ☐ MBE
NAME _____ SERVICE _____ ☐ MBE
NAME _____ SERVICE _____ ☐ MBE
15. IF THE CONTRACT IS OVER \$10,000
A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
☐ YES ☐ NO
B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
☐ YES DATE _____ INITIAL _____
16. COMMENTS:

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW


DEPARTMENT HEAD

FISCAL REVIEW

BUDGET REVIEW

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

1. _____
COUNCILOR
2. _____
COUNCILOR
3. _____
COUNCILOR

COUNCIL REVIEW

(IF REQUIRED)

DATE _____

LEGAL COUNSEL REVIEW AS NEEDED:

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 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 DENNIS CUNNINGHAM and JOHN LAURSEN, hereinafter referred to as "CONTRACTOR" whose addresses are 845 North Knott Street, Portland, Oregon 97227 and 1415 Southeast 8th Avenue, Portland, Oregon 97214 respectively, for the period of October 3, 1988, through September 30, 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, and Design Proposal, Exhibit C, attached hereto and incorporated by reference;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. To defend, indemnify and hold Turner Construction Company, Zimmer Gunsul Frasca Partnership, Hoffman (Oregon) - Marmolejo Joint Venture and Metro and their agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of, or in any way connected with its performance of this Agreement, with any patent or copyright infringement arising out of the use of CONTRACTOR'S designs or other

materials by METRO and for any claims or disputes involving subcontractors;

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

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered the sum, and in the manner and at the time designated in Exhibit B, Compensation, attached hereto and incorporated by reference; and

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

BOTH PARTIES AGREE:

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

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

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

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

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

DENNIS CUNNINGHAM

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

JOHN LAURSEN

By: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

This scope of work outlines required tasks, which includes the fabrication, delivery and consultation during the installation of the artwork, hereinafter referred to as "work", for the Oregon Convention Center and additional terms of the contract to be complied with by the artist, hereinafter referred to as "Contractor".

1. FABRICATION

A. Generally. Contractor shall fabricate or cause to be fabricated the work in accordance with the previously submitted design proposal attached as Exhibit C and the following description and specifications. Contractor shall make every effort to create the work in the spirit of the design as proposed. It is understood, however, that as a result of the creative process there will be continuous refinement and development of the work which may alter the final rendering. Therefore, it is agreed that the parties shall consult closely during the fabrication of the work and that any alteration from the original design proposal shall be reviewed and approved of by Metro. Such modification of the original design proposal shall be in written form and shall be made an amendment to this agreement.

DESCRIPTION AND LOCATION OF THE WORK:

The work to be fabricated under this agreement is a series of plaques, each containing unique graphic depictions and text. Contractor shall be responsible for the framing of such plaques as per instructions provided by Metro. The text to be incorporated by Contractor into the plaques shall be provided by an Independent Contractor to Metro and shall be made available to Contractor prior to fabrication. The exact number of plaques has not yet been determined, however, the minimal number of plaques to be produced is thirty. Plaques shall have the following specifications:

Dimensions: _____

Materials: _____

Estimated weight of Work with Base: _____

Location at the Oregon Convention Center: _____

The work shall not deviate in size, design or material from the design proposal and the foregoing specifications unless the change is approved by Metro.

B. Pre-Fabrication Meeting. Contractor shall meet with representatives of Metro, the Project Architects, members of the Art Advisory Committee and other Contractors working on the Oregon Convention Center Percent for Art Program in Portland, Oregon at a mutually agreed upon time or times. The purpose of this meeting is to coordinate the efforts of those involved and shall occur prior to the commencement of fabrication of the work by Contractor.

C. Subcontractors. In the event the Contractor employs a subcontractor for the fabrication of the work, Contractor shall delivery to Metro the name, address and telephone number of such subcontractor within 60 days from the execution of this contract. Any such subcontractor shall work under the personal supervision of the Contractor. Notwithstanding the use of subcontractors, Contractor shall remain obligated for full performance of this agreement and Metro shall incur no obligation other then its obligations to Contractor.

D. Review of the Work. Metro shall be given access to the work during business hours for the purpose of review of the work and fabrication progress.

E. Fabrication Schedule/Reports. Contractor shall complete fabrication of the work no later than July 31, 1990.

Contractor shall submit a written report to Metro detailing the status of the fabrication process when such process is approximately 2/3 complete. The report shall be accompanied by appropriate photographs and other documentation. Upon request by Metro, additional reports may be required of Contractor.

Contractor shall document the entire fabrication process by way of slides, photographs and other appropriate means. Such documentation shall be made available to Metro upon request.

2. DELIVERY AND INSTALLATION

A. Generally. Contractor shall deliver the work to the site and advise during the installation of the work per the approved installation plan described below. All expenses associated with the delivery are the responsibility of the Contractor.

The work shall be delivered appropriately framed. Such frame shall be satisfactory to Metro.

B. Delivery. Contractor shall make all arrangements for transport of the work to the Convention Center site. This shall include arrangements for receipt of the work upon delivery.

Delivery on site shall occur on or about August 30, 1990.

C. Installation Plan/Schedule. By no later than April 30, 1989, Contractor shall submit to Metro a plan for the installation of the work. Such plan shall include structural considerations appropriate to the work and the installation sites, appropriate installation methods/processes and equipment to be used. Metro shall review such plan and shall either approve the plan or shall return the plan with comments to Contractor within 60 days of receipt of plan. In the event comments on the plan are made, Contractor shall make appropriate modifications and re-submit the plan for final approval by Metro. An approved installation plan must be submitted by Contractor no later than July 31, 1989.

D. Storage and Insurance. In the event installation of the work is delayed through no fault of the Contractor, Metro will be responsible for the reasonable cost of storing and insuring the work until the period of installation.

E. Access to the Site. Metro shall provide the Contractor access to the site for the purpose of advising during the course of installation. Arrangements for such access shall be made through Metro and shall be scheduled for mutually acceptable times which will least affect on-going construction activities.

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A. Generally. Contractor shall procure and maintain at Contractor's expense, at least the following insurance from insurance companies satisfactory to Metro:

(i). Workers' Compensation and Employers' Liability insurance in accordance with the laws of the state of Oregon. Employers' Liability insurance shall be at limits of not less than \$1,000,000 per accident.

(ii). General Liability insurance with limits of not less than \$1,000,000 per occurrence, combined single limit bodily injury and property damage, including coverage for contractual liability, broad form property damage, completed operations and , if any subcontracted work is involved, independent contractors.

(iii). Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles.

B. Certificates of Insurance. Prior to commencing services hereunder, Contractor shall deliver to Metro certificates of insurance evidencing such insurance. All certificates shall be satisfactory to Metro and shall provide for 60 days advance written notice to Metro of cancellation, non-renewal or reduction of coverage.

The General Liability and Automobile insurance shall be endorsed to:

(i) name Metro, Zimmer Gunsul Frasca Partnership, Turner Construction Company and Hoffman (Oregon) - Marmolejo, Joint Venture as additional insureds, and

(ii) provide that the policies are primary insurance to any other insurance available to the additional insureds, with respect to claims arising out of this agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

4. OWNERSHIP OF WORK/COPYRIGHT

A. Generally. The framed work created under this agreement shall be the property of Metro. Contractor shall deliver a bill of sale or invoice as evidence of transfer of title to Metro upon Final Acceptance by Metro.

Except as provided in this agreement, Contractor shall retain all copyrights in the work. Contractor shall place a copyright notice on the work in the form and manner required to protect copyrights in the work under the United States copyright law. If the copyright is registered with the U. S. Copyright Office, Contractor shall provide Metro with a copy of the application for registration, the registration number and the effective date of registration.

All working models, maquettes, drawings and renderings produced by Contractor during the course of fabrication shall be the property of Contractor.

B. Display. Contractor hereby grants to Metro the exclusive right to display the work and to loan the work to other persons or institutions for the purposes of displaying the work publicly.

C. Duplications. Contractor shall make no duplications of the work at any scale without the written permission of Metro.

D. Reproductions. Contractor hereby authorizes Metro to make, and to authorize the making of, photographs and other two-dimensional reproductions of the work for educational, public relations, arts promotional and limited commercial purposes. For the purposes of this agreement, the following shall be deemed reproductions for educational, public relations, arts promotional and limited commercial purposes: reproductions in exhibition catalogues, books, slides, photographs, postcards, posters and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations. On any and all such reproductions, Metro shall place a copyright notice in the form and manner required by law to protect the copyrights.

E. Royalties. Metro shall pay to Contractor 34% of any royalty which Metro receives from the sale of poster, postcard, book and calendar reproductions of the work in excess of 2,500 copies. If Metro makes poster, postcard, book and calendar reproductions itself, it shall pay to Contractor a royalty of 10% on the net wholesale price from the sale of such reproductions in excess of 2,500 copies. For this purpose the "net wholesale price" is the wholesale billing price to customers or distributors less customary discounts and allowances actually allowed on returns. Contractor shall keep Metro informed of his or her address, and Metro shall mail notice of any amount due hereunder to Contractor at his or her last known address. The right to any royalty not claimed within three years from the date of the annual notice to Contractor reverts to Metro.

F. Credits. All reproduction authorized per Paragraph 6 (D) above and all references of the work shall credit the the work to the Contractor. Contractor shall cause all references and reproductions of the work shall refer to the fact that the work is installed at the Oregon Convention Center under the auspices of the Metro's One Percent for Public Art Program.

Metro shall cause a single label identifying Contractor, the title of the work and the year of completion to be publicly displayed in an appropriate site in the Oregon Convention Center.

6. REPAIRS. With respect to any repairs or restoration of the work not covered by the warranty provided for on Paragraph 8 (A), Contractor shall be given the first opportunity to accomplish such repair or restoration, provided Contractor and Metro are able to agree on a fee to be paid for such repair or

restoration. Metro may proceed with repair or restoration if Contractor cannot be located, Contractor declines the opportunity to perform such repair or restoration, or if a fee cannot be reasonably agreed upon between Contractor and Metro.

7. MAINTENANCE. Metro shall be responsible for the proper cleaning and routine maintenance of the work after installation, pursuant to the instructions provided by Contractor and attached as Exhibit C.

8. CONTRACTOR'S WARRANTIES

A. Defects in Material or Workmanship. Contractor warrants that the work will be free of defects in workmanship or materials, including inherent vice, and that Contractor will, at Contractor's own expense, remedy any defects due to faulty workmanship or materials, or to inherent vice, which appear within a period of three years of the date the work is finally accepted by Metro. If the work should deteriorate because of inherent vice between three and fifteen years from the date the work is finally accepted by Metro, Contractor will repair or replace the work at Contractor's expense. "Inherent vice" refers to a quality within the material or materials which comprise the work which, either alone or in combination, results in the tendency of the work to destroy itself. "Inherent vice" does not include any tendency to deteriorate which is specifically identified in the original design proposal submitted by Contractor.

B. Independent Contractor. Contractor warrants that Contractor shall perform all work under this agreement as an independent contractor and not as an employee of Metro.

C. Title. Contractor warrants that the work is the result of the artistic efforts of Contractor and that it will be installed free and clear of any liens, claims or other encumbrances of any type.

D. Loss or Damage. Contractor warrants that Contractor shall assume all risk of loss or damage to the work prior to completion and installation. In the event of such physical loss or damage, Contractor shall rectify the loss or damage to the work by repair, restoration or replacement at no additional cost to Metro.

E. Prevailing Wage. Contractor warrants that, except as limited by Oregon Revised Statutes, Contractor shall pay his/her on-site workers and require his/her subcontractors to pay its on-site workers the prevailing wage as required in ORS 279.350, and shall comply with all other requirements contained therein. Copies of the prevailing wage provisions are available to Contractor through Metro.

9. REMEDIES. In addition to all remedies, both equitable and legal, available to Metro, in the event of breach by Contractor and resulting termination of the agreement, Metro may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the unpaid balance of the compensation provided, then Contractor shall pay to Metro the amount of excess.

10. METRO PROJECT MANAGER. The Metro Project Manager shall be Eloise MacMurray of the Metropolitan Arts Commission.

EXHIBIT B

COMPENSATION

1. Generally. Total compensation for this contract shall not exceed \$1,250 per framed plaque which shall constitute full compensation for all services, materials, travel, delivery, insurance and installation to be furnished under this agreement. In the event framing costs result in less than \$1,250 per unit price, Contractor shall adjust the per unit price accordingly.

A minimum of thirty framed plaques will be produced by Contractor each with a unique design. Metro, at its discretion, may require additional plaques. These additional plaques, each with a unique design, shall be fabricated by Contractor and delivered along with the initial thirty.

In the event additional plaques are required, Contractor shall be compensated on a per unit basis as described above.

2. Payment Schedule/Interim Payments. Metro is not obligated to pay any part of Contractor's compensation unless and until the work is finally accepted by Metro. Metro will, however, make payments to Contractor against the compensation to assist Contractor with financing the fabrication, delivery and installation of the work. Payment of interim payments shall not be construed as a waiver of Metro's right to require that the work conform strictly to the design proposal attached as Exhibit C hereto and to the specifications set forth in paragraph 1(A) of Exhibit A. The amount of payment is based on Contractor's need and shall be made as follows:

(i) Upon execution of this agreement and request for interim payment: \$13,125. (This amount may not exceed 35% of the compensation and is based on the per unit price of \$1,250. In the event this per unit price is adjusted per Paragraph 1 above, this interim payment will be adjusted accordingly.)

(ii) Following (A) Metro's determination that the fabrication of the work is 2/3 complete, (B) submission of Contractor's report on fabrication that the work is 2/3 complete, and (3) request for interim payment: \$13,125. (This amount may not exceed 35% of the compensation and is based on the per unit price of \$1,250. In the event this per unit price is adjusted per Paragraph 1 above, this interim payment will be adjusted accordingly.)

3. FINAL ACCEPTANCE AND PAYMENT BY METRO. The work shall be finally accepted upon determination by Metro of the following:

(i) The work conforms to the design proposal (Exhibit C) and the specifications set forth in paragraph 1(A) of Exhibit A, or to any modifications thereof approved by Metro.

(ii) Contractor has delivered the work to the site and that the work has been installed in conformance with the installation plan described in paragraph 2(B) of Exhibit A.

(iii) Contractor is in conformance with all other terms and conditions of this agreement.

Processing of the final payment to Contractor will commence upon final acceptance of the work and receipt by Metro of (a) Contractor's request for final payment and (b) bill of sale or invoice as evidence of transfer of title. Such final payment shall be equal to the balance remaining after any and all interim payments which were made pursuant hereto have been deducted from the compensation amount.

Risk of loss or damage to the work passes to Metro upon final acceptance of the work.

4. REQUEST FOR PAYMENT. Contractor's request for payments shall include sufficient documentation evidencing all expenses related to the fabrication, delivery and installation of the work. Metro shall pay within 30 days of the receipt of a satisfactory request for payment.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-10-817CC BUDGET CODE NO. 52 -00 -00 -8510 - 30800
 FUND: Capital DEPARTMENT: Convention Center (IF MORE THAN ONE) - - - -
 SOURCE CODE (IF REVENUE) Project - - - -

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 Metro 1% for Art Program -- Union Lobby Painting

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 Bill Hoppe

5. EFFECTIVE DATE October 3, 1988 TERMINATION DATE September 30, 1990
 (THIS IS A CHANGE FROM - - - - -)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 50,000.00
 PREV. AMEND - - - - -
 THIS AMEND - - - - -
 TOTAL \$ 50,000.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988-89 \$ 50,000.00

B. BUDGET LINE ITEM NAME Buildings AMOUNT APPROPRIATED FOR CONTRACT \$ 475,000.00 *

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF Sept 30, 1988 \$ 465,000.00

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

<u>N/A</u>	\$ <u>- - - - -</u>	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>N/A</u>	\$ <u>- - - - -</u>	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>N/A</u>	\$ <u>- - - - -</u>	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS Contractor, Convention Center Project Office and

Metro Contract Administration Office

*\$475,000 appropriated for art projects for 1988-89

1. 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


 DEPARTMENT HEAD

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

COUNCIL REVIEW

(IF REQUIRED)

FISCAL REVIEW

BUDGET REVIEW

1. _____
 COUNCILOR

DATE

2. _____
 COUNCILOR

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 ____ day of _____, 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 BILL HOPPE, hereinafter referred to as "CONTRACTOR" whose address is 31 East 31st, Apt.3-D, New York, New York 10016, for the period of October 3, 1988, through September 30, 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, and Design Proposal, Exhibit C, attached hereto and incorporated by reference;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. To defend, indemnify and hold Turner Construction Company, Zimmer Gunsul Frasca Partnership, Hoffman (Oregon) - Marmolejo Joint Venture and Metro and their agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of, or in any way connected with its performance of this Agreement, with any patent or copyright infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

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

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed fifty thousand dollars (\$50,000), and in the manner and at the time designated in Exhibit B, Compensation, attached hereto and incorporated by reference; and

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

BOTH PARTIES AGREE:

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

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

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

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

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

BILL HOPPE

METROPOLITAN SERVICE DISTRICT

By: _____ By: _____

Date: _____ Date: _____

bh/contract:bky
10/3/88

EXHIBIT A

SCOPE OF WORK

This scope of work outlines required tasks, which includes the fabrication, delivery and installation of the artwork, hereinafter referred to as "work", for the Oregon Convention Center and additional terms of the contract to be complied with by the artist, hereinafter referred to as "Contractor".

1. FABRICATION

A. Generally. Contractor shall fabricate or cause to be fabricated the work in accordance with the previously submitted design proposal attached as Exhibit C and the following description and specifications. Contractor shall make every effort to create the work in the spirit of the design as proposed. It is understood, however, that as a result of the creative process there will be continuous refinement and development of the work which may alter the final rendering. Therefore, it is agreed that the parties shall consult closely during the fabrication of the work and that any alteration from the original design proposal shall be reviewed and approved of by Metro. Such modification of the original design proposal shall be in written form and shall be made an amendment to this agreement.

DESCRIPTION AND LOCATION OF THE WORK:

Dimensions: _____

Materials: _____

Estimated weight of Work with Base: _____

Location at the Oregon Convention Center: _____

The work shall not deviate in size, design or material from the design proposal and the foregoing specifications unless the change is approved by Metro.

B. Pre-Fabrication Meeting. Contractor shall meet with representatives of Metro, the Project Architects, members of the Art Advisory Committee and other Contractors working on the Oregon Convention Center Percent for Art Program in Portland, Oregon at a mutually agreed upon time

or times. The purpose of this meeting is to coordinate the efforts of those involved and shall occur prior to the commencement of fabrication of the work by Contractor.

C. Subcontractors. In the event the Contractor employs a subcontractor for the fabrication of the work, Contractor shall delivery to Metro the name, address and telephone number of such subcontractor within 60 days from the execution of this contract. Any such subcontractor shall work under the personal supervision of the Contractor. Notwithstanding the use of subcontractors, Contractor shall remain obligated for full performance of this agreement and Metro shall incur no obligation other then its obligations to Contractor.

D. Review of the Work. Metro shall be given access to the work during business hours for the purpose of review of the work and fabrication progress.

E. Fabrication Schedule/Reports. Contractor shall complete fabrication of the work no later than August 15, 1990.

Contractor shall submit a written report to Metro detailing the status of the fabrication process when such process is approximately 2/3 complete. The report shall be accompanied by appropriate photographs and other documentation. Upon request by Metro, additional reports may be required of Contractor.

Contractor shall document the entire fabrication process by way of slides, photographs and other appropriate means. Such documentation shall be made available to Metro upon request.

2. DELIVERY AND INSTALLATION

A. Generally. Contractor shall deliver the work to and install the work per the approved installation plan described below at the site specified in Paragraph 1 (A) above. All expenses associated with the delivery and installation are the responsibility of the Contractor.

The work shall be delivered appropriately framed. Such frame shall be satisfactory to Metro.

B. Delivery. Contractor shall make all arrangements for transport of the work to the Convention Center site. This shall include arrangements for receipt of of the work upon delivery.

C. Installation Plan/Schedule. By no later than April 30, 1989, Contractor shall submit to Metro a plan for the installation of the work. Such plan shall include structural considerations appropriate to the work and the installation site and a schedule containing dates of the installation and personnel and equipment to be used. Additionally, such plan shall include a description of any activities which require coordination between Contractor, his subcontractors, Metro representatives and the General Contractor. Metro shall review such plan and shall either approve the plan or shall return the plan with comments to Contractor within 60 days of receipt of plan. In the event comments on the plan are made, Contractor shall make appropriate modifications and re-submit the plan for final approval by Metro. An approved installation plan must be submitted by Contractor no later than July 31, 1989.

Installation of the work shall occur no later than 30 days after Final Completion of the building. Final Completion is expected on or about September 1, 1990. Contractor shall give Metro no less than 15 days notice of the day installation of the work is to begin.

D. Storage and Insurance. In the event installation of the work is delayed through no fault of the Contractor, Metro will be responsible for the reasonable cost of storing and insuring the work until the period of installation.

E. Site and Site Preparation. Contractor shall install the completed and framed work at the Oregon Convention Center, Portland, Oregon in the location described in Paragraph 1(A). Metro shall provide the site broom clean and free of obstructions. Any other preparation of the site is the responsibility of the Contractor.

Upon completion of installation, Contractor shall leave the site broom clean and free of obstructions.

F. Alteration of the Site. If the site as constructed differs significantly from the site plans provided to Contractor at the execution of this agreement and such differences would significantly affect the cost of installing the work, Metro shall be responsible for such increased costs of installation.

G. Access to the Site. Metro shall provide the Contractor and his/her subcontractors access to the site for the purpose of installation. Arrangements for such access shall be made through Metro and shall be scheduled for mutually acceptable times which will least affect on-going construction activities.

3. INSURANCE

A. Generally. Contractor shall procure and maintain at Contractor's expense, at least the following insurance from insurance companies satisfactory to Metro:

(i). Workers' Compensation and Employers' Liability insurance in accordance with the laws of the state of Oregon. Employers' Liability insurance shall be at limits of not less than \$1,000,000 per accident.

(ii). General Liability insurance with limits of not less than \$1,000,000 per occurrence, combined single limit bodily injury and property damage, including coverage for contractual liability, broad form property damage, completed operations and , if any subcontracted work is involved, independent contractors.

(iii). Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles.

B. Certificates of Insurance. Prior to commencing services hereunder, Contractor shall deliver to Metro certificates of insurance evidencing such insurance. All certificates shall be satisfactory to Metro and shall provide for 60 days advance written notice to Metro of cancellation, non-renewal or reduction of coverage.

The General Liability and Automobile insurance shall be endorsed to:

(i) name Metro, Zimmer Gunsul Frasca Partnership, Turner Construction Company and Hoffman (Oregon) - Marmolejo, Joint Venture as additional insureds, and

(ii) provide that the policies are primary insurance to any other insurance available to the additional insureds, with respect to claims arising out of this agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

4. OWNERSHIP OF WORK/COPYRIGHT

A. Generally. The framed work created under this agreement shall be the property of Metro. Contractor shall deliver a bill of sale or invoice as evidence of transfer of title to Metro upon Final Acceptance by Metro.

Except as provided in this agreement, Contractor shall retain all copyrights in the work. Contractor shall place a copyright notice on the work in the form and manner required to protect copyrights in the work under the United States copyright law. If the copyright is registered with the U. S. Copyright

Office, Contractor shall provide Metro with a copy of the application for registration, the registration number and the effective date of registration.

All working models, maquettes, drawings and renderings produced by Contractor during the course of fabrication shall be the property of Contractor.

B. Display. Contractor hereby grants to Metro the exclusive right to display the work and to loan the work to other persons or institutions for the purposes of displaying the work publicly.

C. Duplications. Contractor shall make no duplications of the work at any scale without the written permission of Metro.

D. Reproductions. Contractor hereby authorizes Metro to make, and to authorize the making of, photographs and other two-dimensional reproductions of the work for educational, public relations, arts promotional and limited commercial purposes. For the purposes of this agreement, the following shall be deemed reproductions for educational, public relations, arts promotional and limited commercial purposes: reproductions in exhibition catalogues, books, slides, photographs, postcards, posters and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations. On any and all such reproductions, Metro shall place a copyright notice in the form and manner required by law to protect the copyrights.

E. Credits. All reproduction authorized per Paragraph 6 (D) above and all references of the work shall credit the the work to the Contractor. Contractor shall cause all references and reproductions of the work shall refer to the fact that the work is installed at the Oregon Convention Center under the auspices of the Metro's One Percent for Public Art Program.

Metro shall cause a label identifying Contractor, the title of the work and the year of completion to be publicly displayed in the area adjacent to the work.

6. REPAIRS. With respect to any repairs or restoration of the work not covered by the warranty provided for on Paragraph 8(A), Contractor shall be given the first opportunity to accomplish such repair or restoration, provided Contractor and Metro are able to agree on a fee to be paid for such repair or restoration. Metro may proceed with repair or restoration if Contractor cannot be located, Contractor declines the opportunity to perform such repair or restoration, or if a fee cannot be reasonably agreed upon between Contractor and Metro.

7. MAINTENANCE. Metro shall be responsible for the proper cleaning and routine maintenance of the work after installation, pursuant to the instructions provided by Contractor and attached as Exhibit C.

8. CONTRACTOR'S WARRANTIES

A. Defects in Material or Workmanship. Contractor warrants that the work will be free of defects in workmanship or materials, including inherent vice, and that Contractor will, at Contractor's own expense, remedy any defects due to faulty workmanship or materials, or to inherent vice, which appear within a period of three years of the date the work is finally accepted by Metro. If the work should deteriorate because of inherent vice between three and fifteen years from the date the work is finally accepted by Metro, Contractor will repair or replace the work at Contractor's expense. "Inherent vice" refers to a quality within the material or materials which comprise the work which, either alone or in combination, results in the tendency of the work to destroy itself. "Inherent vice" does not include any tendency to deteriorate which is specifically identified in the original design proposal submitted by Contractor.

B. Independent Contractor. Contractor warrants that Contractor shall perform all work under this agreement as an independent contractor and not as an employee of Metro.

C. Title. Contractor warrants that the work is the result of the artistic efforts of Contractor and that it will be installed free and clear of any liens, claims or other encumbrances of any type.

D. Loss or Damage. Contractor warrants that Contractor shall assume all risk of loss or damage to the work prior to completion and installation. In the event of such physical loss or damage, Contractor shall rectify the loss or damage to the work by repair, restoration or replacement at no additional cost to Metro.

E. Prevailing Wage. Contractor warrants that, except as limited by Oregon Revised Statutes, Contractor shall pay his/her on-site workers and require his/her subcontractors to pay its on-site workers the prevailing wage as required in ORS 279.350, and shall comply with all other requirements contained therein. Copies of the prevailing wage provisions are available to Contractor through Metro.

9. REMEDIES. In addition to all remedies, both equitable and legal, available to Metro, in the event of breach by Contractor and resulting termination of the agreement, Metro may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the unpaid balance of the

compensation provided, then Contractor shall pay to Metro the amount of excess.

10. METRO PROJECT MANAGER. The Metro Project Manager shall be Eloise MacMurray of the Metropolitan Arts Commission.

EXHIBIT B

COMPENSATION

1. Generally. Total compensation for this contract shall not exceed \$50,000 which shall constitute full compensation for all services, materials (including framing), travel, delivery, insurance and installation to be furnished under this agreement.

2. Payment Schedule/Interim Payments. Metro is not obligated to pay any part of Contractor's compensation unless and until the work is finally accepted by Metro. Metro will, however, make payments to Contractor against the compensation to assist Contractor with financing the fabrication, delivery and installation of the work. Payment of interim payments shall not be construed as a waiver of Metro's right to require that the work conform strictly to the design proposal attached as Exhibit C hereto and to the specifications set forth in paragraph 1(A) of Exhibit A. The amount of payment is based on Contractor's need and shall be made as follows:

(i) Upon execution of this agreement and request for interim payment: \$17,500. (This amount may not exceed 35% of the compensation.)

(ii) Following (A) Metro's determination that the fabrication of the work is 2/3 complete, (B) submission of Contractor's report on fabrication that the work is 2/3 complete, and (3) request for interim payment: \$17,500. (This amount may not exceed 35% of the compensation.)

3. FINAL ACCEPTANCE AND PAYMENT BY METRO. The work shall be finally accepted upon determination by Metro of the following:

(i) The work conforms to the design proposal (Exhibit C) and the specifications set forth in paragraph 1(A) of Exhibit A, or to any modifications thereof approved by Metro.

(ii) Contractor has delivered to and installed the work at the site in conformance with the installation plan described in paragraph 2(B) of Exhibit A.

(iii) Contractor is in conformance with all other terms and conditions of this agreement.

Processing of the final payment to Contractor will commence upon final acceptance of the work and receipt by Metro of (a) Contractor's request for final payment and (b) bill of sale or invoice as evidence of transfer of title. Such final payment shall be equal to the balance remaining after any and all interim payments which were made pursuant hereto have been deducted from the compensation amount.

Risk of loss or damage to the work passes to Metro upon final acceptance of the work.

4. REQUEST FOR PAYMENT. Contractor's request for payments shall include sufficient documentation evidencing all expenses related to the fabrication, delivery and installation of the work. Metro shall pay within 30 days of the receipt of a satisfactory request for payment.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-10-816CC BUDGET CODE NO. 52 -00 -00 -8510 - 30800
FUND: Capital DEPARTMENT: Convention Center (IF MORE THAN ONE) - - - -
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- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
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- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
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 - 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 Metro 1% for Art Program -- Holladay Lobby Painting

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 Lucinda Parker

5. EFFECTIVE DATE October 3, 1988 TERMINATION DATE September 30, 1990
(THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT:	ORIGINAL/NEW	\$ <u>50,000.00</u>
	PREV. AMEND	_____
	THIS AMEND	_____
	TOTAL	\$ <u>50,000.00</u>

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988 - 8 9 \$ 50,000.00
B. BUDGET LINE ITEM NAME Buildings AMOUNT APPROPRIATED FOR CONTRACT \$ 475,000.00 *
C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF Sept 30, 19 88 \$ 465,000.00

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

<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS Contractor, Convention Center Project Office and

Metro Contract Administration Office

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



DEPARTMENT HEAD

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

COUNCIL REVIEW

(IF REQUIRED)

1. _____
 COUNCILOR
2. _____
 COUNCILOR
3. _____
 COUNCILOR

DATE _____

FISCAL REVIEW

BUDGET REVIEW

LEGAL COUNSEL REVIEW AS NEEDED:

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 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 LUCINDA PARKER, hereinafter referred to as "CONTRACTOR" whose address is 1646 NW 32nd, Portland, Oregon 97210, for the period of October 3, 1988, through September 30, 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, and Design Proposal, Exhibit C, attached hereto and incorporated by reference;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. To defend, indemnify and hold Turner Construction Company, Zimmer Gunsul Frasca Partnership, Hoffman (Oregon) - Marmolejo Joint Venture and Metro and their agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of, or in any way connected with its performance of this Agreement, with any patent or copyright infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

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

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed fifty thousand and fifty seven dollars (\$50,057), and in the manner and at the time designated in Exhibit B, Compensation, attached hereto and incorporated by reference; and

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

BOTH PARTIES AGREE:

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

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

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

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

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

LUCINDA PARKER

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

lp contract:bky
10/3/88

EXHIBIT A
SCOPE OF WORK

This scope of work outlines required tasks, which includes the fabrication, delivery and installation of the artwork, hereinafter referred to as "work", for the Oregon Convention Center and additional terms of the contract to be complied with by the artist, hereinafter referred to as "Contractor".

1. FABRICATION

A. Generally. Contractor shall fabricate or cause to be fabricated the work in accordance with the previously submitted design proposal attached as Exhibit C and the following description and specifications. Contractor shall make every effort to create the work in the spirit of the design as proposed. It is understood, however, that as a result of the creative process there will be continuous refinement and development of the work which may alter the final rendering. Therefore, it is agreed that the parties shall consult closely during the fabrication of the work and that any alteration from the original design proposal shall be reviewed and approved of by Metro. Such modification of the original design proposal shall be in written form and shall be made an amendment to this agreement.

DESCRIPTION AND LOCATION OF THE WORK:

Dimensions: _____

Materials: _____

Estimated weight of Work with Base: _____

Location at the Oregon Convention Center: _____

The work shall not deviate in size, design or material from the design proposal and the foregoing specifications unless the change is approved by Metro.

B. Pre-Fabrication Meeting. Contractor shall meet with representatives of Metro, the Project Architects, members of the Art Advisory Committee and other Contractors working on the Oregon Convention Center Percent for Art Program in Portland, Oregon at a mutually agreed upon time

or times. The purpose of this meeting is to coordinate the efforts of those involved and shall occur prior to the commencement of fabrication of the work by Contractor.

C. Subcontractors. In the event the Contractor employs a subcontractor for the fabrication of the work, Contractor shall delivery to Metro the name, address and telephone number of such subcontractor within 60 days from the execution of this contract. Any such subcontractor shall work under the personal supervision of the Contractor. Notwithstanding the use of subcontractors, Contractor shall remain obligated for full performance of this agreement and Metro shall incur no obligation other then its obligations to Contractor.

D. Review of the Work. Metro shall be given access to the work during business hours for the purpose of review of the work and fabrication progress.

E. Fabrication Schedule/Reports. Contractor shall complete fabrication of the work no later than August 15, 1990.

Contractor shall submit a written report to Metro detailing the status of the fabrication process when such process is approximately 2/3 complete. The report shall be accompanied by appropriate photographs and other documentation. Upon request by Metro, additional reports may be required of Contractor.

Contractor shall document the entire fabrication process by way of slides, photographs and other appropriate means. Such documentation shall be made available to Metro upon request.

2. DELIVERY AND INSTALLATION

A. Generally. Contractor shall deliver the work to and install the work per the approved installation plan described below at the site specified in Paragraph 1 (A) above. All expenses associated with the delivery and installation are the responsibility of the Contractor.

The work shall be delivered appropriately framed. Such frame shall be satisfactory to Metro.

B. Delivery. Contractor shall make all arrangements for transport of the work to the Convention Center site. This shall include arrangements for receipt of of the work upon delivery.

C. Installation Plan/Schedule. By no later than April 30, 1989, Contractor shall submit to Metro a plan for the installation of the work. Such plan shall include structural considerations appropriate to the work and the installation site and a schedule containing dates of the installation and personnel and equipment to be used. Additionally, such plan shall include a description of any activities which require coordination between Contractor, his subcontractors, Metro representatives and the General Contractor. Metro shall review such plan and shall either approve the plan or shall return the plan with comments to Contractor within 60 days of receipt of plan. In the event comments on the plan are made, Contractor shall make appropriate modifications and re-submit the plan for final approval by Metro. An approved installation plan must be submitted by Contractor no later than July 31, 1989.

Installation of the work shall occur no later than 30 days after Final Completion of the building. Final Completion is expected on or about September 1, 1990. Contractor shall give Metro no less than 15 days notice of the day installation of the work is to begin.

D. Storage and Insurance. In the event installation of the work is delayed through no fault of the Contractor, Metro will be responsible for the reasonable cost of storing and insuring the work until the period of installation.

E. Site and Site Preparation. Contractor shall install the completed and framed work at the Oregon Convention Center, Portland, Oregon in the location described in Paragraph 1(A). Metro shall provide the site broom clean and free of obstructions. Any other preparation of the site is the responsibility of the Contractor.

Upon completion of installation, Contractor shall leave the site broom clean and free of obstructions.

F. Alteration of the Site. If the site as constructed differs significantly from the site plans provided to Contractor at the execution of this agreement and such differences would significantly affect the cost of installing the work, Metro shall be responsible for such increased costs of installation.

G. Access to the Site. Metro shall provide the Contractor and his/her subcontractors access to the site for the purpose of installation. Arrangements for such access shall be made through Metro and shall be scheduled for mutually acceptable times which will least affect on-going construction activities.

3. INSURANCE

A. Generally. Contractor shall procure and maintain at Contractor's expense, at least the following insurance from insurance companies satisfactory to Metro:

(i). Workers' Compensation and Employers' Liability insurance in accordance with the laws of the state of Oregon. Employers' Liability insurance shall be at limits of not less than \$1,000,000 per accident.

(ii). General Liability insurance with limits of not less than \$1,000,000 per occurrence, combined single limit bodily injury and property damage, including coverage for contractual liability, broad form property damage, completed operations and , if any subcontracted work is involved, independent contractors.

(iii). Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles.

B. Certificates of Insurance. Prior to commencing services hereunder, Contractor shall deliver to Metro certificates of insurance evidencing such insurance. All certificates shall be satisfactory to Metro and shall provide for 60 days advance written notice to Metro of cancellation, non-renewal or reduction of coverage.

The General Liability and Automobile insurance shall be endorsed to:

(i) name Metro, Zimmer Gunsul Frasca Partnership, Turner Construction Company and Hoffman (Oregon) - Marmolejo, Joint Venture as additional insureds, and

(ii) provide that the policies are primary insurance to any other insurance available to the additional insureds, with respect to claims arising out of this agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

4. OWNERSHIP OF WORK/COPYRIGHT

A. Generally. The framed work created under this agreement shall be the property of Metro. Contractor shall deliver a bill of sale or invoice as evidence of transfer of title to Metro upon Final Acceptance by Metro.

Except as provided in this agreement, Contractor shall retain all copyrights in the work. Contractor shall place a copyright notice on the work in the form and manner required to protect copyrights in the work under the United States copyright law. If the copyright is registered with the U. S. Copyright

Office, Contractor shall provide Metro with a copy of the application for registration, the registration number and the effective date of registration.

All working models, maquettes, drawings and renderings produced by Contractor during the course of fabrication shall be the property of Contractor.

B. Display. Contractor hereby grants to Metro the exclusive right to display the work and to loan the work to other persons or institutions for the purposes of displaying the work publicly.

C. Duplications. Contractor shall make no duplications of the work at any scale without the written permission of Metro.

D. Reproductions. Contractor hereby authorizes Metro to make, and to authorize the making of, photographs and other two-dimensional reproductions of the work for educational, public relations, arts promotional and limited commercial purposes. For the purposes of this agreement, the following shall be deemed reproductions for educational, public relations, arts promotional and limited commercial purposes: reproductions in exhibition catalogues, books, slides, photographs, postcards, posters and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations. On any and all such reproductions, Metro shall place a copyright notice in the form and manner required by law to protect the copyrights.

E. Credits. All reproduction authorized per Paragraph 6 (D) above and all references of the work shall credit the the work to the Contractor. Contractor shall cause all references and reproductions of the work shall refer to the fact that the work is installed at the Oregon Convention Center under the auspices of the Metro's One Percent for Public Art Program.

Metro shall cause a label identifying Contractor, the title of the work and the year of completion to be publicly displayed in the area adjacent to the work.

6. REPAIRS. With respect to any repairs or restoration of the work not covered by the warranty provided for on Paragraph 8(A), Contractor shall be given the first opportunity to accomplish such repair or restoration, provided Contractor and Metro are able to agree on a fee to be paid for such repair or restoration. Metro may proceed with repair or restoration if Contractor cannot be located, Contractor declines the opportunity to perform such repair or restoration, or if a fee cannot be reasonably agreed upon between Contractor and Metro.

7. MAINTENANCE. Metro shall be responsible for the proper cleaning and routine maintenance of the work after installation, pursuant to the instructions provided by Contractor and attached as Exhibit C.

8. CONTRACTOR'S WARRANTIES

A. Defects in Material or Workmanship. Contractor warrants that the work will be free of defects in workmanship or materials, including inherent vice, and that Contractor will, at Contractor's own expense, remedy any defects due to faulty workmanship or materials, or to inherent vice, which appear within a period of three years of the date the work is finally accepted by Metro. If the work should deteriorate because of inherent vice between three and fifteen years from the date the work is finally accepted by Metro, Contractor will repair or replace the work at Contractor's expense. "Inherent vice" refers to a quality within the material or materials which comprise the work which, either alone or in combination, results in the tendency of the work to destroy itself. "Inherent vice" does not include any tendency to deteriorate which is specifically identified in the original design proposal submitted by Contractor.

B. Independent Contractor. Contractor warrants that Contractor shall perform all work under this agreement as an independent contractor and not as an employee of Metro.

C. Title. Contractor warrants that the work is the result of the artistic efforts of Contractor and that it will be installed free and clear of any liens, claims or other encumbrances of any type.

D. Loss or Damage. Contractor warrants that Contractor shall assume all risk of loss or damage to the work prior to completion and installation. In the event of such physical loss or damage, Contractor shall rectify the loss or damage to the work by repair, restoration or replacement at no additional cost to Metro.

E. Prevailing Wage. Contractor warrants that, except as limited by Oregon Revised Statutes, Contractor shall pay his/her on-site workers and require his/her subcontractors to pay its on-site workers the prevailing wage as required in ORS 279.350, and shall comply with all other requirements contained therein. Copies of the prevailing wage provisions are available to Contractor through Metro.

9. REMEDIES. In addition to all remedies, both equitable and legal, available to Metro, in the event of breach by Contractor and resulting termination of the agreement, Metro may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the unpaid balance of the

compensation provided, then Contractor shall pay to Metro the amount of excess.

10. METRO PROJECT MANAGER. The Metro Project Manager shall be Eloise MacMurray of the Metropolitan Arts Commission.

EXHIBIT C

COMPENSATION

1. Generally. Total compensation for this contract shall not exceed \$50,057 which shall constitute full compensation for all services, materials (including framing), travel, delivery, insurance and installation to be furnished under this agreement.

2. Payment Schedule/Interim Payments. Metro is not obligated to pay any part of Contractor's compensation unless and until the work is finally accepted by Metro. Metro will, however, make payments to Contractor against the compensation to assist Contractor with financing the fabrication, delivery and installation of the work. Payment of interim payments shall not be construed as a waiver of Metro's right to require that the work conform strictly to the design proposal attached as Exhibit C hereto and to the specifications set forth in paragraph 1(A) of Exhibit A. The amount of payment is based on Contractor's need and shall be made as follows:

(i) Upon execution of this agreement and request for interim payment: \$17,520. (This amount may not exceed 35% of the compensation.)

(ii) Following (A) Metro's determination that the fabrication of the work is 2/3 complete, (B) submission of Contractor's report on fabrication that the work is 2/3 complete, and (3) request for interim payment: \$17,520. (This amount may not exceed 35% of the compensation.)

3. FINAL ACCEPTANCE AND PAYMENT BY METRO. The work shall be finally accepted upon determination by Metro of the following:

(i) The work conforms to the design proposal (Exhibit C) and the specifications set forth in paragraph 1(A) of Exhibit A, or to any modifications thereof approved by Metro.

(ii) Contractor has delivered to and installed the work at the site in conformance with the installation plan described in paragraph 2(B) of Exhibit A.

(iii) Contractor is in conformance with all other terms and conditions of this agreement.

Processing of the final payment to Contractor will commence upon final acceptance of the work and receipt by Metro of (a) Contractor's request for final payment and (b) bill of sale or invoice as evidence of transfer of title. Such final payment shall be equal to the balance remaining after any and all interim payments which were made pursuant hereto have been deducted from the compensation amount.

Risk of loss or damage to the work passes to Metro upon final acceptance of the work.

4. REQUEST FOR PAYMENT. Contractor's request for payments shall include sufficient documentation evidencing all expenses related to the fabrication, delivery and installation of the work. Metro shall pay within 30 days of the receipt of a satisfactory request for payment.



GRANT/CONTRACT SUMMARY

METRO METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-10-812CC BUDGET CODE NO. 52 -00 -00 -8510 -30800
FUND: Capital DEPARTMENT: Convention Center (IF MORE THAN ONE) - - - -
SOURCE CODE (IF REVENUE) Project - - - -

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 Metro 1% for Art Program -- Meeting Room Restroom

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 Gordon Bryan

5. EFFECTIVE DATE October 3, 1988 TERMINATION DATE September 30, 1990
(THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 10,000.00
PREV. AMEND _____
THIS AMEND _____
TOTAL \$ 10,000.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988 -8- 9 \$ 10,000.00

B. BUDGET LINE ITEM NAME Buildings AMOUNT APPROPRIATED FOR CONTRACT \$ 475,000.00 *

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF Sept 30, 19 88 \$ 465,000.00

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

<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>N/A</u>	\$ _____	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS Contractor, Convention Center Project Office and

Metro Contract Administration Office

1. 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



DEPARTMENT HEAD

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

COUNCIL REVIEW

(IF REQUIRED)

FISCAL REVIEW

BUDGET REVIEW

1. _____

COUNCILOR

DATE

2. _____

COUNCILOR

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 ____ day of _____, 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 GORDAN BRYAN, hereinafter referred to as "CONTRACTOR" whose address is 207 A Street, Point Reyes, California 94956, for the period of October 3, 1988, through September 30, 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, and Design Proposal, Exhibit C, attached hereto and incorporated by reference;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;
5. To defend, indemnify and hold Turner Construction Company, Zimmer Gunsul Frasca Partnership, Hoffman (Oregon) - Marmolejo Joint Venture and Metro and their agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of, or in any way connected with its performance of this Agreement, with any patent or copyright infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

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

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed ten thousand dollars, (\$10,000), and in the manner and at the time designated in Exhibit B, Compensation, attached hereto and incorporated by reference; and

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

BOTH PARTIES AGREE:

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

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

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

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

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

GORDON BRYAN

METROPOLITAN SERVICE DISTRICT

By: _____ By: _____

Date: _____ Date: _____

gb/contract:bky
10/3/88

EXHIBIT A

SCOPE OF WORK

This scope of work outlines required tasks, which includes the fabrication, delivery and the supervision of the installation of the artwork, hereinafter referred to as "work", for the Oregon Convention Center and additional terms of the contract to be complied with by the artist, hereinafter referred to as "Contractor".

1. FABRICATION

A. Generally. Contractor shall fabricate or cause to be fabricated the work in accordance with the previously submitted design proposal attached as Exhibit C and the following description and specifications. Contractor shall make every effort to create the work in the spirit of the design as proposed. It is understood, however, that as a result of the creative process there will be continuous refinement and development of the work which may alter the final rendering. Therefore, it is agreed that the parties shall consult closely during the fabrication of the work and that any alteration from the original design proposal shall be reviewed and approved of by Metro. Such modification of the original design proposal shall be in written form and shall be made an amendment to this agreement.

DESCRIPTION AND LOCATION OF THE WORK:

Dimensions: _____

Materials: _____

Estimated weight of Work with Base: _____

Location at the Oregon Convention Center: _____

The work shall not deviate in size, design or material from the design proposal and the foregoing specifications unless the change is approved by Metro.

B. Pre-Fabrication Meeting. Contractor shall meet with representatives of Metro, the Project Architects, members of the Art Advisory Committee and other Contractors working on the Oregon Convention Center

Percent for Art Program in Portland, Oregon at a mutually agreed upon time or times. The purpose of this meeting is to coordinate the efforts of those involved and shall occur prior to the commencement of fabrication of the work by Contractor.

C. Subcontractors. In the event the Contractor employs a subcontractor for the fabrication of the work, Contractor shall delivery to Metro the name, address and telephone number of such subcontractor within 60 days from the execution of this contract. Any such subcontractor shall work under the personal supervision of the Contractor. Notwithstanding the use of subcontractors, Contractor shall remain obligated for full performance of this agreement and Metro shall incur no obligation other then its obligations to Contractor.

D. Review of the Work. Metro shall be given access to the work during business hours for the purpose of review of the work and fabrication progress.

E. Fabrication Schedule/Reports. Contractor shall complete fabrication of the work no later than September 25, 1989.

Contractor shall submit a written report to Metro detailing the status of the fabrication process when such process is approximately 2/3 complete. The report shall be accompanied by appropriate photographs and other documentation. Upon request by Metro, additional reports may be required of Contractor.

Contractor shall document the entire fabrication process by way of slides, photographs and other appropriate means. Such documentation shall be made available to Metro upon request.

2. DELIVERY AND INSTALLATION

A. Generally. Contractor shall deliver the work to the site and advise during the installation of the work per the approved installation plan described below. All expenses associated with the delivery are the responsibility of the Contractor.

B. Delivery. Contractor shall make all arrangements for transport of the work to the Convention Center site. This shall include arrangements for receipt of of the work upon delivery.

Delivery on site shall occur on or about October 2, 1989.

C. Installation Plan/Schedule. No later than April 30, 1989, Contractor shall submit to Metro a plan for the installation of the work. Such plan shall include structural considerations appropriate to the work and the installation site, appropriate installation methods/process and equipment to be used. Metro shall review such plan and shall either approve the plan or shall return the plan with comments to Contractor within 60 days of receipt of plan. In the event comments on the plan are made, Contractor shall make appropriate modifications and re-submit the plan for final approval by Metro. An approved installation plan must be submitted by Contractor no later than July 31, 1989.

D. Storage and Insurance. In the event installation of the work is delayed through no fault of the Contractor, Metro will be responsible for the reasonable cost of storing and insuring the work until the period of installation.

E. Access to the Site. Metro shall provide the Contractor access to the site for the purpose of advising during the installation process. Arrangements for such access shall be made through Metro and shall be scheduled for mutually acceptable times which will least affect on-going construction activities.

3. INSURANCE

A. Generally. Contractor shall procure and maintain at Contractor's expense, at least the following insurance from insurance companies satisfactory to Metro:

(i). Workers' Compensation and Employers' Liability insurance in accordance with the laws of the state of Oregon. Employers' Liability insurance shall be at limits of not less than \$1,000,000 per accident.

(ii). General Liability insurance with limits of not less than \$1,000,000 per occurrence, combined single limit bodily injury and property damage, including coverage for contractual liability, broad form property damage, completed operations and , if any subcontracted work is involved, independent contractors.

(iii). Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles.

B. Certificates of Insurance. Prior to commencing services hereunder, Contractor shall deliver to Metro certificates of insurance evidencing such insurance. All certificates shall be satisfactory to Metro and shall provide for 60 days advance written notice to Metro of cancellation, non-renewal or reduction of coverage.

The General Liability and Automobile insurance shall be endorsed to:

(i) name Metro, Zimmer Gunsul Frasca Partnership, Turner Construction Company and Hoffman (Oregon) - Marmolejo, Joint Venture as additional insureds, and

(ii) provide that the policies are primary insurance to any other insurance available to the additional insureds, with respect to claims arising out of this agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

4. OWNERSHIP OF WORK/COPYRIGHT

A. Generally. The work created under this agreement shall be the property of Metro. Contractor shall deliver a bill of sale or invoice as evidence of transfer of title to Metro upon Final Acceptance by Metro.

Except as provided in this agreement, Contractor shall retain all copyrights in the work. Contractor shall place a copyright notice on the work in the form and manner required to protect copyrights in the work under the United States copyright law. If the copyright is registered with the U. S. Copyright Office, Contractor shall provide Metro with a copy of the application for registration, the registration number and the effective date of registration.

All working models, maquettes, drawings and renderings produced by Contractor during the course of fabrication shall be the property of Contractor.

B. Display. Contractor hereby grants to Metro the exclusive right to display the work and to loan the work to other persons or institutions for the purposes of displaying the work publicly.

C. Duplications. Contractor shall make no duplications of the work at any scale without the written permission of Metro.

D. Reproductions. Contractor hereby authorizes Metro to make, and to authorize the making of, photographs and other two-dimensional reproductions of the work for educational, public relations, arts promotional and limited commercial purposes. For the purposes of this agreement, the following shall be deemed reproductions for educational, public relations, arts promotional and limited commercial purposes: reproductions in exhibition

catalogues, books, slides, photographs, postcards, posters and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience; and television from stations operated for educational purposes or on programs for educational purposes from all stations. On any and all such reproductions, Metro shall place a copyright notice in the form and manner required by law to protect the copyrights.

E. Credits. All reproduction authorized per Paragraph 6 (D) above and all references of the work shall credit the the work to the Contractor. Contractor shall cause all references and reproductions of the work shall refer to the fact that the work is installed at the Oregon Convention Center under the auspices of the Metro's One Percent for Public Art Program.

Metro shall cause a label identifying Contractor, the title of the work and the year of completion to be publicly displayed in the area adjacent to the work.

6. REPAIRS. With respect to any repairs or restoration of the work not covered by the warranty provided for on Paragraph 8 (A) Contractor shall be given the first opportunity to accomplish such repair or restoration, provided Contractor and Metro are able to agree on a fee to be paid for such repair or restoration. Metro may proceed with repair or restoration if Contractor cannot be located, Contractor declines the opportunity to perform such repair or restoration, or if a fee cannot be reasonably agreed upon between Contractor and Metro.

7. MAINTENANCE. Metro shall be responsible for the proper cleaning and routine maintenance of the work after installation, pursuant to the instructions provided by Contractor and attached as Exhibit C.

8. CONTRACTOR'S WARRENTIES

A. Defects in Material or Workmanship. Contractor warrants that the work will be free of defects in workmanship or materials, including inherent vice, and that Contractor will, at Contractor's own expense, remedy any defects due to faulty workmanship or materials, or to inherent vice, which appear within a period of three years of the date the work is finally accepted by Metro. If the work should deteriorate because of inherent vice between three and fifteen years from the date the work is finally accepted by Metro, Contractor will repair or replace the work at Contractor's expense. "Inherent vice" refers to a quality within the material or materials which comprise the work which, either alone or in combination, results in the tendency of the work to destroy itself. "Inherent vice" does not include any tendency to deteriorate which is specifically identified in the original design proposal submitted by Contractor.

B. Independent Contractor. Contractor warrants that Contractor shall perform all work under this agreement as an independent contractor and not as an employee of Metro.

C. Title. Contractor warrants that the work is the result of the artistic efforts of Contractor and that it will be installed free and clear of any liens, claims or other encumbrances of any type.

D. Loss or Damage. Contractor warrants that Contractor shall assume all risk of loss or damage to the work prior to completion and installation. In the event of such physical loss or damage, Contractor shall rectify the loss or damage to the work by repair, restoration or replacement at no additional cost to Metro.

E. Prevailing Wage. Contractor warrants that, except as limited by Oregon Revised Statutes, Contractor shall pay his/her on-site workers and require his/her subcontractors to pay its on-site workers the prevailing wage as required in ORS 279.350, and shall comply with all other requirements contained therein. Copies of the prevailing wage provisions are available to Contractor through Metro.

9. REMEDIES. In addition to all remedies, both equitable and legal, available to Metro, in the event of breach by Contractor and resulting termination of the agreement, Metro may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the unpaid balance of the compensation provided, then Contractor shall pay to Metro the amount of excess.

10. METRO PROJECT MANAGER. The Metro Project Manager shall be Eloise MacMurray of the Metropolitan Arts Commission.

EXHIBIT B
COMPENSATION

1. Generally. Total compensation for this contract shall not exceed \$10,000 which shall constitute full compensation for all services, materials, travel, delivery, insurance and installation services to be furnished under this agreement.

2. Payment Schedule/Interim Payments. Metro is not obligated to pay any part of Contractor's compensation unless and until the work is finally accepted by Metro. Metro will, however, make payments to Contractor against the compensation to assist Contractor with financing the fabrication, delivery and installation of the work. Payment of interim payments shall not be construed as a waiver of Metro's right to require that the work conform strictly to the design proposal attached as Exhibit C hereto and to the specifications set forth in paragraph 1(A) of Exhibit A. The amount of payment is based on Contractor's need and shall be made as follows:

(i) Upon execution of this agreement and request for interim payment: \$3,500. (This amount may not exceed 35% of the compensation.)

(ii) Following (A) Metro's determination that the fabrication of the work is 2/3 complete, (B) submission of Contractor's report on fabrication that the work is 2/3 complete, and (3) request for interim payment: \$3,500. (This amount may not exceed 35% of the compensation.)

3. FINAL ACCEPTANCE AND PAYMENT BY METRO. The work shall be finally accepted upon determination by Metro of the following:

(i) The work conforms to the design proposal (Exhibit C) and the specifications set forth in paragraph 1(A) of Exhibit A, or to any modifications thereof approved by Metro.

(ii) Contractor has delivered the work at the site and that the work has been installed in conformance with the installation plan described in paragraph 2(B).

(iii) Contractor is in conformance with all other terms and conditions of this agreement.

Processing of the final payment to Contractor will commence upon final acceptance of the work and receipt by Metro of (a) Contractor's request for final payment and (b) bill of sale or invoice as evidence of transfer of title. Such final payment shall be equal to the balance remaining after any and all interim payments which were made pursuant hereto have been deducted from the compensation amount.

Risk of loss or damage to the work passes to Metro upon final acceptance of the work.

4. REQUEST FOR PAYMENT. Contractor's request for payments shall include sufficient documentation evidencing all expenses related to the fabrication, delivery and installation of the work. Metro shall pay within 30 days of the receipt of a satisfactory request for payment.



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 88-10-808CC BUDGET CODE NO. 52 -00 -00 -8510 - 30800
 FUND: Capital DEPARTMENT: Convention Center IF MORE THAN ONE) - - - - -
 SOURCE CODE (IF REVENUE) Project - - - - -

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 Metro 1% for Art Program -- Pendulum

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 Andrew Ginzler and Kristen Jones

5. EFFECTIVE DATE October 3, 1988 TERMINATION DATE September 30, 1990
 (THIS IS A CHANGE FROM - - - - -)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 165,057.00
 PREV. AMEND - - - - -
 THIS AMEND - - - - -
 TOTAL \$ 165,057.00

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1988 -8- 9 \$ 165,000.00

B. BUDGET LINE ITEM NAME Buildings AMOUNT APPROPRIATED FOR CONTRACT \$ 475,000.00 *

C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF Sept 30, 19 88 \$ 465,000.00

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

<u>N/A</u>	\$ <u>- - - - -</u>	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>N/A</u>	\$ <u>- - - - -</u>	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>N/A</u>	\$ <u>- - - - -</u>	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS Contractor, Convention Center Project Office and
Metro Contract Administration Office

1. 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 Lathe Tool Works, S.F., CA SERVICE metal fabrication ☐ MBE
NAME Terrazo Rondel SERVICE terrazo stone work ☐ MBE
NAME _____ SERVICE _____ ☐ MBE
NAME _____ SERVICE _____ ☐ MBE
15. IF THE CONTRACT IS OVER \$10,000
A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
☐ YES ☐ NO
B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
☐ YES DATE _____ INITIAL _____
16. COMMENTS:

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW


DEPARTMENT HEAD

FISCAL REVIEW

BUDGET REVIEW

CONTRACT REVIEW BOARD

(IF REQUIRED) DATE _____

1. _____
COUNCILOR
2. _____
COUNCILOR
3. _____
COUNCILOR

COUNCIL REVIEW

(IF REQUIRED)

DATE _____

LEGAL COUNSEL REVIEW AS NEEDED:

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 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 ANDREW GINZEL and KRISTIN JONES, hereinafter referred to as "CONTRACTOR" whose address is 289 Bleeker Street, New York, New York, 10014, for the period of October 3, 1988, through September 30, 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, and the Design Proposal, Exhibit C, attached hereto and incorporated by reference;

2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;

3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;

4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To defend, indemnify and hold Turner Construction Company, Zimmer Gunsul Frasca Partnership, Hoffman (Oregon) - Marmolejo Joint Venture and Metro and their agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of, or in any way connected with its performance of this Agreement, with any patent or copyright infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors;

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

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed one hundred and sixty five thousand and fifty seven dollars, (\$165,057.00) and in the manner and at the time designated in Exhibit B, Compensation, attached hereto and incorporated by reference; and

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

BOTH PARTIES AGREE:

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

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

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

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

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

ANDREW GINZEL

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

KRISTIN JONES

By: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

This scope of work outlines required tasks, which includes the fabrication, delivery and installation of the artwork, hereinafter referred to as "work", for the Oregon Convention Center and additional terms of the contract to be complied with by the artist, hereinafter referred to as "Contractor".

1. FABRICATION

A. Generally. Contractor shall fabricate or cause to be fabricated the work in accordance with the previously submitted design proposal attached as Exhibit C and the following description and specifications. Contractor shall make every effort to create the work in the spirit of the design as proposed. It is understood, however, that as a result of the creative process there will be continuous refinement and development of the work which may alter the final rendering. Therefore, it is agreed that the parties shall consult closely during the fabrication of the work and that any alteration from the original design proposal shall be reviewed and approved of by Metro. Such modification of the original design proposal shall be in written form and shall be made an amendment to this agreement.

DESCRIPTION AND LOCATION OF THE WORK:

The work is a pendulum which is to be hung in the North tower. Suspended directly below the pendulum sphere will be a halo of metal rays with a diameter of approximately 30 ft. Directly under the halo, a terrazzo floor of the same dimensions as the halo will be laid.

Dimensions: _____

Materials: _____

Estimated weight of Pendulum and Halo: _____

The work shall not deviate in size, design or material from the design proposal and the foregoing specifications unless the change is approved by Metro.

B. Pre-Fabrication Meeting. Contractor or his subcontractors, as appropriate, shall meet with representatives of Metro, the Project Architects, members of the Art Advisory Committee and other Contractors working on the Oregon Convention Center Percent for Art Program in Portland, Oregon at a mutually agreed upon time or times. The purpose of this meeting is to coordinate the efforts of those involved and shall occur prior to the commencement of fabrication of the work.

C. Subcontractors. In the event the Contractor employs a subcontractor for the fabrication of the work, Contractor shall delivery to Metro the name, address and telephone number of such subcontractor within 60 days from the execution of this contract. Any such subcontractor shall work under the personal supervision of the Contractor. Notwithstanding the use of subcontractors, Contractor shall remain obligated for full performance of this agreement and Metro shall incur no obligation other then its obligations to Contractor.

D. Review of the Work. Metro shall be given access to the work during business hours for the purpose of review of the work and fabrication progress.

E. Fabrication Schedule/Reports. Contractor shall complete fabrication of the pendulum and halo no later than March 1, 1990.

Contractor shall submit a written report to Metro detailing the status of the fabrication process of the pendulum and halo when such process is approximately 2/3 complete. The report shall be accompanied by appropriate photographs and other documentation. Upon request by Metro, additional reports may be required of Contractor.

Contractor shall document the entire pendulum and halo fabrication process by way of slides, photographs and other appropriate means. Such documentation shall be made available to Metro upon request.

2. DELIVERY AND INSTALLATION

A. Generally. Contractor shall be responsible for delivery of the pendulum and halo to the Oregon Convention Center site and for the installation of such per the approved installation plan described below. Contractor shall be responsible for deliver of all necessary terrazzo materials and for installation of the terrazzo floor per the approved installation plan below. All expenses associated with the delivery and installation of the pendulum, halo and the terrazzo floor are the responsibility of the Contractor.

B. Delivery. Contractor shall make all arrangements for transport of the pendulum, halo and terrazzo materials to the Convention Center site, including arrangements for receipt of such upon delivery.

C. Installation Plan/Schedule. No later than February 28, 1989, Contractor shall submit to Metro a plan for the installation of the work. Such plan shall include structural considerations appropriate to the work and the installation site and a schedule containing dates of the installation and personnel and equipment to be used. Additionally, such plan shall include a description of any activities which require coordination between Contractor, his subcontractors, Metro representatives and the General Contractor. Metro shall review such plan and shall either approve the plan or shall return the plan with comments to Contractor within 60 days of receipt of plan. In the event comments on the plan are made, Contractor shall make appropriate modifications and re-submit the plan for final approval by Metro. An approved installation plan must be submitted by Contractor no later than April 30, 1989.

Installation of the pendulum and halo shall occur during the month of April 1990. Contractor shall give Metro no less than 15 days notice of the day such installation of the work is to begin.

Installation of the terrazzo floor shall occur during the month of February 1990. Contractor shall give Metro no less than 15 days notice of the day such installation of the work is to begin.

D. Storage and Insurance. In the event installation of the work is delayed through no fault of the Contractor, Metro will be responsible for the reasonable cost of storing and insuring the work until the period of installation.

E. Site and Site Preparation. Contractor shall install the completed work at the Oregon Convention Center, Portland, Oregon in the location described in Paragraph 1(A). Metro shall provide the site broom clean and free of obstructions. Any other preparation of the site is the responsibility of the Contractor.

Upon completion of installation of the pendulum, halo and terrazo floor, Contractor shall leave the site broom clean and free of obstructions.

F. Alteration of the Site. If the site as constructed differs significantly from the site plans provided to Contractor at the execution of this agreement and such differences would significantly affect the cost of installing the work, Metro shall be responsible for such increased costs of installation.

G. Access to the Site. Metro shall provide the Contractor and his subcontractors access to the site for the purpose of installation. Arrangements for such access shall be made through Metro and shall be scheduled for mutually acceptable times which will least affect on-going construction activities.

3. INSURANCE

A. Generally. Contractor shall procure and maintain at Contractor's expense, at least the following insurance from insurance companies satisfactory to Metro:

(i). Workers' Compensation and Employers' Liability insurance in accordance with the laws of the state of Oregon. Employers' Liability insurance shall be at limits of not less than \$1,000,000 per accident.

(ii). General Liability insurance with limits of not less than \$1,000,000 per occurrence, combined single limit bodily injury and property damage, including coverage for contractual liability, broad form property damage, completed operations and , if any subcontracted work is involved, independent contractors.

(iii). Automobile Liability insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles.

B. Certificates of Insurance. Prior to commencing services hereunder, Contractor shall deliver to Metro certificates of insurance evidencing such insurance. All certificates shall be satisfactory to Metro and shall provide for 60 days advance written notice to Metro of cancellation, non-renewal or reduction of coverage.

The General Liability and Automobile insurance shall be endorsed to:

(i) name Metro, Zimmer Gunsul Frasca Partnership, Turner Construction Company and Hoffman (Oregon) - Marmolejo, Joint Venture as additional insureds, and

(ii) provide that the policies are primary insurance to any other insurance available to the additional insureds, with respect to claims arising out of this agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

4. OWNERSHIP OF WORK/COPYRIGHT

A. Generally. The work created under this agreement shall be the property of Metro. Contractor shall deliver a bill of sale or invoice as evidence of transfer of title to Metro upon Final Acceptance by Metro.

Except as provided in this agreement, Contractor shall retain all copyrights in the work. Contractor shall place a copyright notice on the work in the form and manner required to protect copyrights in the work under the United States copyright law. If the copyright is registered with the U. S. Copyright Office, Contractor shall provide Metro with a copy of the application for registration, the registration number and the effective date of registration.

All working models, maquettes, drawings and renderings produced by Contractor during the course of fabrication shall be the property of Contractor.

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D. Reproductions. Contractor hereby authorizes Metro to make, and to authorize the making of, photographs and other two-dimensional reproductions of the work for educational, public relations, arts promotional and limited commercial purposes. For the purposes of this agreement, the following shall be deemed reproductions for educational, public relations, arts promotional and limited commercial purposes: reproductions in exhibition catalogues, books, slides, photographs, postcards, posters and calendars; in art magazines, art books and art and news sections of newspapers; in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film strips not intended for a mass audience; and television or radio stations operated for educational purposes or on programs for educational purposes from all stations. On any and all such reproductions, Metro shall place a copyright notice in the form and manner required by law to protect the copyrights.

E. Credits. All reproduction authorized per Paragraph 6 (D) above and all references of the work shall credit the the work to the Contractor. Contractor shall cause all references and reproductions of the work shall refer to the fact that the work is installed at the Oregon Convention Center under the auspices of the Metro's One Percent for Public Art Program.

Metro shall cause a label identifying Contractor, the title of the work and the year of completion to be publicly displayed in the area adjacent to the work.

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7. MAINTENANCE. Metro shall be responsible for the proper cleaning and routine maintenance of the work after installation, pursuant to the instructions provided by Contractor and attached as Exhibit C.

8. CONTRACTOR'S WARRANTIES

A. Defects in Material or Workmanship. Contractor warrants that the work will be free of defects in workmanship or materials, including inherent vice, and that Contractor will, at Contractor's own expense, remedy any defects due to faulty workmanship or materials, or to inherent vice, which appear within a period of three years of the date the work is finally accepted by Metro. If the work should deteriorate because of inherent vice between three and fifteen years from the date the work is finally accepted by Metro, Contractor will repair or replace the work at Contractor's expense. "Inherent vice" refers to a quality within the material or materials which comprise the work which, either alone or in combination, results in the tendency of the work to destroy itself. "Inherent vice" does not include any tendency to deteriorate which is specifically identified in the original design proposal submitted by Contractor.

B. Independent Contractor. Contractor warrants that Contractor shall perform all work under this agreement as an independent contractor and not as an employee of Metro.

C. Title. Contractor warrants that the work is the result of the artistic efforts of Contractor and that it will be installed free and clear of any liens, claims or other encumbrances of any type.

D. Loss or Damage. Contractor warrants that Contractor shall assume all risk of loss or damage to the work prior to completion and installation. In the event of such physical loss or damage, Contractor shall rectify the loss or damage to the work by repair, restoration or replacement at no additional cost to Metro.

E. Prevailing Wage. Contractor warrants that, except as limited by Oregon Revised Statutes, Contractor shall pay his/her on-site workers and require his/her subcontractors to pay its on-site workers the prevailing wage

as required in ORS 279.350, and shall comply with all other requirements contained therein. Copies of the prevailing wage provisions are available to Contractor through Metro.

9. REMEDIES. In addition to all remedies, both equitable and legal, available to Metro, in the event of breach by Contractor and resulting termination of the agreement, Metro may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the unpaid balance of the compensation provided, then Contractor shall pay to Metro the amount of excess.

10. METRO PROJECT MANAGER. The Metro Project Manager shall be Eloise MacMurray of the Metropolitan Arts Commission.

EXHIBIT B

COMPENSATION

1. Generally. Total compensation for this contract shall not exceed \$165,057 which shall constitute full compensation for all services, materials, travel, delivery, insurance and installation to be furnished under this agreement.

2. Payment Schedule/Interim Payments. Metro is not obligated to pay any part of Contractor's compensation unless and until the work is finally accepted by Metro. Metro will, however, make payments to Contractor against the compensation to assist Contractor with financing the fabrication, delivery and installation of the work. Payment of interim payments shall not be construed as a waiver of Metro's right to require that the work conform strictly to the design proposal attached as Exhibit C hereto and to the specifications set forth in paragraph 1(A) of Exhibit A. The amount of payment is based on Contractor's need and shall be made as follows:

(i) Upon execution of this agreement and request for interim payment: \$57,770. (This amount may not exceed 35% of the compensation.)

(ii) Following (A) Metro's determination that the fabrication of pendulum and halo is 2/3 complete, (B) submission of Contractor's report on fabrication that the pendulum and halo is 2/3 complete, and (3) request for interim payment: \$57,770. (This amount may not exceed 35% of the compensation.)

3. FINAL ACCEPTANCE AND PAYMENT BY METRO. The work shall be finally accepted upon determination by Metro of the following:

(i) The work conforms to the design proposal (Exhibit C) and the specifications set forth in paragraph 1(A) of Exhibit A, or to any modifications thereof approved by Metro.

(ii) Contractor has delivered to and installed the work at the site in conformance with the installation plan described in paragraph 2(B) of Exhibit A.

(iii) Contractor is in conformance with all other terms and conditions of this agreement.

Processing of the final payment to Contractor will commence upon final acceptance of the work and receipt by Metro of (a) Contractor's request for final payment and (b) bill of sale or invoice as evidence of transfer of title. Such final payment shall be equal to the balance remaining after any and all interim payments which were made pursuant hereto have been deducted from the compensation amount.

Risk of loss or damage to the work passes to Metro upon final acceptance of the work.

4. REQUEST FOR PAYMENT. Contractor's request for payments shall include sufficient documentation evidencing all expenses related to the fabrication, delivery and installation of the work. Metro shall pay based on documentation, within 30 days of the receipt of a satisfactory request for payment.



METRO

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

Agenda

Meeting: COUNCIL INTERGOVERNMENTAL RELATIONS COMMITTEE
Date: November 8, 1988
Day: Tuesday
Time: 5:30 p.m.
Place: Council Chamber

Approx.
Time

Presented By

5:30	CALL TO ORDER ROLL CALL	
	1. Consideration of Minutes of October 11 and October 25, 1988 (Action Requested: Approval of Minutes)	
5:35 (10 min.)	1. Urban Growth Boundary Subcommittee Update (No Action Requested)	Waker
5:45 (10 min.)	2. Pre-Legislative Session Update (No Action Requested)	McMurdo
5:55	ADJOURN	

COMMITTEE MEMBERS: Councilors Jim Gardner (Chair), Tanya Collier
(V. Chair), Tom DeJardin, David Knowles and Richard Waker

MINUTES OF THE COUNCIL INTERGOVERNMENTAL RELATIONS COMMITTEE
OF THE METROPOLITAN SERVICE DISTRICT

October 11, 1988

Committee members present: Councilors Jim Gardner (Chair),
Tanya Collier (V. Chair), Tom
DeJardin, David Knowles and Richard
Waker

Committee members absent: None

Also present: Councilor Corky Kirkpatrick

Chair Gardner called the meeting to order at 5:35 p.m.

1. Minutes of September 27, 1988

Motion: Councilor DeJardin moved approval of the minutes
of September 27, 1988.

Vote: A vote on the motion resulted in the four
councilors present voting aye. Councilor Knowles
was absent.

2. Consideration of Ordinance No. 88-261, Amending Chapter 3.01
of the Metro Code to Clarify Standards and Procedures for
Identifying Protected Agricultural Land

Director of Planning and Development, Rich Carson, introduced Patrick Lee, newly-hired Planning and Development Department Regional Planning Supervisor. Mr. Carson said Planning and Development staff would perform a comprehensive review and revision of the Metro Code Urban Growth Boundary (UGB) requirements as part of its periodic review process. However, because the department had received a petition for locational adjustment that raised issues regarding exclusive farm use (EFU) designated lands, they chose to address this issue separate from the comprehensive review.

Mr. Carson said the proposed ordinance had been sent to 1000 Friends of Oregon, Oregon Department of Land Conservation and Development (DLCD), and planning directors in the metropolitan area; and comments had been received from Multnomah County Planning Director Lorna Stickel and Gresham Community Development Director John Andersen. He said Ms. Stickel had proposed language changes to clarify definitions, and Mr. Andersen had requested the Committee delay proceedings because he had received his copy of the ordinance on the meeting date and had not had time to review it.

Patrick Lee said the ordinance would develop a procedural avenue whereby petitioners for locational adjustments who had EFU land they believe to be committed to non-farm use could be exempt from the standard for protection of agricultural land (Goal #3). Mr. Lee said clarifying language proposed by Multnomah County had been incorporated in the substitute version of Ordinance No. 88-261 which he had distributed to the Committee, and it was the substitute version for which approval was being requested. In response to Committee inquiries, Mr. Lee stated 1000 Friends of Oregon had made no comment on the proposed changes; DLCD had been notified within the 45-day prior notice requirement, and Planning and Development staff had discussed the proposed changes with the Portland Field Office Land Conservation and Development Commission (LCDC) representative, Jim Sitzman. It was also noted that, notwithstanding adoption of the proposed ordinance, final approval of locational adjustments would continue to rest with the Council.

There was no public testimony.

Motion: Councilor Waker moved to recommend the Council adopt Ordinance No. 88-261.

Vote: All committee members voted aye.

The motion carried unanimously.

3. Consideration of Resolution No. 88-996, for the Purpose of Transmitting District Legislative Proposals for the 1989 State Legislative Session to the Interim Task Force on Regional Metropolitan Government

Council Analyst, Jessica Marlitt, referred the Committee to her memo to them dated October 11, 1988 regarding the resolution. Ms. Marlitt explained the resolution supported and transmitted the following legislation approved by Council to: 1) amend the Metro governance structure (Resolution No. 88-980); 2) provide Metro revenue-raising authority (Resolution No. 88-973); 3) remove legal impediments to the merger of Tri-Met and Metro (Resolution No. 88-943); 4) recommend a merger of the Boundary Commission with Metro, providing the Commission has authority over staff and limited appeals to the Metro Council (Resolution No. 88-934) and 5) allow the Metro Council to reapportion itself and fully use the Voters' Pamphlet for District measures (Resolution No. 88-916). Also transmitted by Resolution No. 88-996, Ms. Marlitt said, were two bills not adopted by resolution, one to amend ORS 701.015, relating to business licenses (approved by the Intergovernmental Relations Committee), and one to amend ORS 268.180 to clarify the

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Metro Council's contracting authority (approved by the Finance Committee).

Councilor Knowles said he thought the contracting authority issue had been addressed by existing language in ORS 268 stating ". . . carrying out the duties and powers of the executive officer subject to the personnel and contract ordinance that's adopted by the council." (emphasis added) Council Administrator Donald Carlson said Metro General Counsel Dan Cooper had opined contracting was an administrative function, and therefore, the executive need not obtain Council approval prior to entering into a contract. The intent of the bill to amend ORS 268.180 was to specify Council could opt to require prior approval. In response to Committee concern regarding who would be lobbying for the legislation, Council Administrator Carlson said he would obtain clarification from Government Relations Manager Greg McMurdo and develop a tracking system to report activity on the legislative package to Council or its committees.

Motion: Councilor Knowles moved to recommend the Council adopt Resolution No. 88-996.

Vote: A vote on the motion resulted in all Committee members voting aye.

The motion carried unanimously.

There was no further business, and the meeting was adjourned at 6:05 p.m.

Respectfully submitted,

Gwen Ware-Barrett

Gwen Ware-Barrett
Council Committee Clerk

IGR10.11

MINUTES OF THE COUNCIL INTERGOVERNMENTAL RELATIONS COMMITTEE
OF THE METROPOLITAN SERVICE DISTRICT

October 25, 1988

Committee members present: Councilors Jim Gardner (Chair),
Tanya Collier (V. Chair), Tom
DeJardin and Richard Waker

Committee members absent: Councilor David Knowles

Chair Gardner called the meeting to order at 5:35 p.m.

1. Consideration of Resolution No. 88-991, for the Purpose of
Approving a Contract with ESRI, Inc., for a Turnkey
Geographic Information System (GIS)

The staff report for the resolution presented by Transportation
staff Andy Cotugno, Keith Lawton and Dick Bolen is summarized
below.

Action requested: approval of a contract with Environmental
Systems Research Institute (ESRI) to acquire principal software
and hardware necessary for development of the Regional Land
Information System at Metro (RLIS).

Amendment requested: approval of amendment to resolution to
authorize an additional \$5,000, raising contract amount from
\$130,628 to \$135,628

Staff explained total RLIS hardware and software costs were
estimated to be \$144,728. The contract with ESRI would purchase
principal components; other components would be purchased
separately. The \$5,000 amendment suggested by staff would allow
flexibility in negotiating the specifics of the contract and the
capability to purchase components within the ESRI contract which
were previously proposed to be purchased outside the principal
contract. The amendment would not change the RLIS total price.

Selection process: A Request for Proposals for a turnkey
hardware/software package was developed reflective of both Metro
needs and applications which either were desired or identified as
may be desired in the future by jurisdictions. Two vendors
responded to the RFP: ESRI and Deltasystems. The RLIS Steering
Committee, made up of potential users from governments and
business, evaluated the proposals in two steps--software which
most nearly met RFP specifications and hardware price and
performance. The Committee unanimously recommended the ESRI
proposal based on the superiority of the software proposed.
Staff also noted ESRI's proposal offered discounts to RLIS users
ranging from 15 to 60 percent. Subsequent negotiations with ESRI
resulted in their submission of the lowest price quote for
hardware.

Staff reported Deltasystems had notified Metro they may aggrieve the Committee's decision. Staff had discussed the issue with Metro General Counsel Dan Cooper, who concluded there were no grounds for protest, and no violation of Metro Code or contract law existed in the process.

Staff concluded their report and responded to questions from the Committee members. As a result of issues raised in the discussion, Transportation staff will assure the purchase contract includes periodic upgrades at no additional charge to purchasers, develop a method of reporting prior use of vacant industrial land and identifying potentially environmentally-sensitive areas and include that information in the system's data layers.

Motion to Amend: Councilor DeJardin moved to amend Resolution No. 88-991 to indicate the contract amount authorized was up to \$135,628.

Vote: All committee members present voted aye; Councilor Knowles was absent.

The motion carried unanimously.

Main Motion: Councilor DeJardin moved to recommend the Council adopt Resolution No. 88-991 as amended.

Vote: The four committee members present voted aye. Councilor Knowles was absent.

The motion carried unanimously.

2. Discussion of the Legislative Committee Structure and Process

Council Analyst Jessica Marlitt distributed an information packet to the Committee containing an explanation of the bill-tracking process used by Metro during the 1987 Legislative session and copies of the documents and reports generated. She said the packet had been prepared by Greg McMurdo, Government Relations Manager, and she had discussed the process with councilors, staff and others whose comments had been favorable and indicative that the system had worked efficiently and smoothly. Therefore, Ms. Marlitt said, Council staff was not recommending any alterations to the process.

Greg McMurdo said the bill-tracking system had been developed by the private sector and used successfully by both the public and private sector; and he, too, was not recommending changes. Mr. McMurdo said if computers were available, he would use a database system for some of the reports previously produced manually. He also said he was in the process of securing office space in Salem for the upcoming legislative session and would be coming before the Council with a budget amendment to fund that office. He noted in reference to departmental prioritizing of bills, that the League of Oregon Cities and the Association of Oregon Counties may ask Metro to become more involved in a teamwork approach to lobbying on government issues, and if the Council and executive approve, some areas which may be identified as low-priorities, or "monitor only" could be elevated to a higher tracking status.

The committee discussed the structure and appointment of a Legislative Committee which would meet on an "as needed basis" during the session. Councilor Gardner said he and the Presiding Officer had discussed the membership of the Legislative Committee and had agreed the Committee's membership should include the executive officer or her designee.

Motion: Councilor Waker moved to recommend the Presiding Officer designate the Legislative Committee as a subcommittee of the Intergovernmental Relations Committee and that the members be appointed by the Intergovernmental Relations Committee and include the executive officer or her designee.

Vote: A vote on the motion resulted in the four committee members present voting aye. Councilor Knowles was absent.

The motion carried unanimously.

There was no further business, and the meeting was adjourned at 6:25 p.m.

Respectfully submitted,

Gwen Ware-Barrett

Gwen Ware-Barrett
Council Committee Clerk