

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 15-16

For the purpose of selecting LMN Architects for the Oregon Convention Center – “Facility Interior Finishes Master Plan – Consulting and Design Services” and authorizing the Deputy Metro COO to execute a contract with LMN Architects.

WHEREAS, the Oregon Convention Center (OCC) is an 25 year old facility and requires a cohesive plan for execution of future capital projects; and

WHEREAS, OCC requires a consultant to provide scope and cost analysis to prioritize these projects; and

WHEREAS, Section 5(D) of the Metropolitan Exposition Recreation Commission's (MERC) Contracting and Purchasing Rules, requires competitive sealed proposals for personal services agreements in excess of \$100,000 in accordance with ORS 279B.060; and

WHEREAS, MERC staff evaluated the proposals and selected LMN Architects as the proposer most advantageous to MERC and recommends that MERC award the contract to LMN Architects; and

WHEREAS, MERC staff negotiated the scope of work with a not to exceed contract amount of two hundred nine thousand five hundred dollars (\$209,500.00).

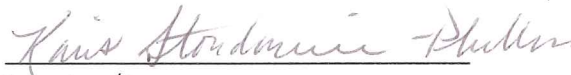
BE IT THEREFORE RESOLVED as follows:

1. MERC approves the contract award to LMN Architects as the proposer whose proposal is most advantageous to MERC.
2. MERC approves the contract with LMN Architects in the form substantially similar to the attached Exhibit A and authorizes the Metro Deputy COO to execute the contract on behalf of the Commission.

Passed by the Commission on August 5, 2015.



Chair



Secretary/Treasurer

Approved As to Form:
Alison R. Kean, Metro Attorney

By: _____
Nathan A. S. Sykes
Deputy Metro Attorney

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of selecting LMN Architects for the Oregon Convention Center - "Facility Interior Finishes Master Plan – Consulting and Design Services" and authorizing the Deputy Chief Operating Officer of Metro to execute a contract with LMN Architects.

Resolution No: 15-16

Presented by: Scott Cruickshank

Date: August 5, 2015

Background and Analysis: The Oregon Convention Center (OCC) is a 24 year-old facility. As such, it requires interior refinishing not only to continue to make the facility aesthetically competitive but also to complement a new headquarters hotel slated to open in 2018. The OCC has budgeted for several capital improvement projects over the next few years. To coordinate project efforts, the OCC has solicited input from design professionals.

This contract will deliver a primary scope confirmation phase, which will determine the desired scope and quality of facility interior finish, and produce a concept construction cost estimate for proposed renovations. These two items will provide the OCC with enough information to assess and prioritize proposed project renovations.

The intended renovation scope areas include meeting rooms and ballrooms, lobby and pre-function spaces, washrooms, the existing MERC office area and minor work in the exhibition halls. This contract will not provide a completed design, but an initial concept exploration, which will establish renovation scope and concept level construction costs.

The products of this first phase exercise will be diagrammatic drawings along with scope definition narratives that fully describe the intended scope of work on a conceptual level. This information will be utilized by the cost consultant to produce a conceptual cost estimate.

MERC Staff prepared and issued a Request for Proposals in accordance with MERC's Purchasing Policies for the Facility Interior Finishes Master Plan – Consulting & Design Services for the Oregon Convention Center. MERC contracting code requires solicitation for proposals under ORS Chapter 279B for public contracting such as this Facility Interior Finishes Master Plan project. As such, MERC is required to accept the proposal with the highest score. In addition to these requirements, the RFP was published in the online version of The Skanner and the Daily Journal of Commerce newspapers, as well as ORPIN.

The following steps required to help MERC monitor the usage of these firms, were outlined in the RFP and were included in the evaluation of proposal:

Diversity in Employment and Contracting:

Metro defines diversity as the variance or difference amongst people such as race, ethnicity, gender, age, religion, nationality, language preference, socioeconomic status, disability, sexual orientation, gender identity and others. Proposers shall be familiar with Metro's Minority, Women and Emerging Small Business Program. Proposer's attention is directed to Metro Code provision 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Metro Code provision 2.04.100 is

available at:

http://library.oregonmetro.gov/files//chap2.04_clean_eff.042111_revised_version_081711.pdf.

Additionally, the following instructions were outlined in the RFP:

Indicate whether your proposal includes subcontractors. If your proposal does not include subcontractors, complete Section 1 only. If your proposal does include subcontractors, complete both Section 1 and Section 2.

Section 1: To be completed by all proposers

- **Certification:** *Is your firm a certified minority-owned, woman-owned, emerging small or disadvantage business (MWESB/DBE)? If yes, indicate the state of certification, all certification types and your firm's certification number.*
- **Demographics:** *Describe the demographics including race and gender of the proposal team (yourself, your firm and/or any proposed subcontractors). Identify the women and ethnic minorities that will perform work in substantive roles and percentage of work on this project*
- **Support:** *Describe specific examples of how you and/or your firm support workforce diversity within your firm and/or your local community.*
- **Firm Activity:** *Identify an activity promoting workforce diversity within your firm that you and/or your firm will commit to undertake if awarded this project. Explain how these results will be reported to Metro.*
- **Community Activity:** *Identify an activity promoting workforce diversity within your local community that you and/or your firm will commit to undertake if awarded this project. Explain how these results will be reported to Metro.*
- **FOTA:** *Identify if your business is located in FOTA.*
<http://www.oregonmetro.gov/index.cfm/go/by.web/id=6094>.

Section 2: To be completed by proposers utilizing subcontractors for this project

- **Subcontractor Information:** *Provide the following information for each subcontractor included in this project team:*
 - *Firm's name*
 - *Is the subcontractor a certified minority-owned, woman-owned, emerging small or disadvantaged business? If yes, indicate the state of certification, all certification types and subcontractor's certification number.*
 - *Method of choosing identified subcontractor*
 - *Specific scope of work tasks*
 - *Percentage of project dollars*
- **Projects:** *Identify up to three projects worked on during the last 24 months in which MWESB/DBE participation occurred. Provide the following information for each project:*
 - *Project name*
 - *Project contact's name, phone number and email address*
 - *Contract award date, amount and completion date*
 - *MWESB goal percentage, if applicable, and MWESB achievement percentage*

- *MWESB award and expenditure amount*
- *FOTA: Identify if your business is located in FOTA.*
<http://www.oregonmetro.gov/index.cfm/go/by.web/id=6094>.

Sustainable Business Practices

Environment

- *Describe in general terms how your firm lessens its negative operational impacts on the environment and include details of three activities that demonstrate significant results. Provide documents, when available, such as your firm's environmental policies or other information that describes your firm's commitment to environmentally conscious business practices.*
- *Describe specifically how your firm will incorporate these environmentally conscious business practices into the delivery of the requested goods and/or services of this project. Explain how these results will be reported to Metro.*

Economy

- *Describe in general terms how your firm supports your local community and Metro regional businesses and markets. Provide documents, when available, such as your firm's economic policies, specific examples outlining past activities, or other information that describes your firm's commitment to supporting these economies.*
- *Describe specifically how your firm will support your local community and Metro regional businesses and markets in the delivery of the requested goods or services of this project. Explain how these results will be reported to Metro.*

Community

- *Firms with employees: Describe how your firm supports its employees by providing living wages and benefits. Describe your employee compensation structure, healthcare and other benefits provided to your employees. Provide documents, when available, that detail wage scales, annual cost of living adjustments (COLA), healthcare program, vacation and sick time, and any other related benefits or incentives.*
- *Firms without employees: Describe how your firm gives back to your local community through charitable or civic involvement.*

On February 25, 2015, MERC staff conducted a site walk for potential proposers in which four firms attended, including one MBE and no FOTA. Four proposals were received on March 18, 2015. Proposals were scored by MERC staff and the most qualified proposer was determined to be LMN Architects. MERC staff evaluated the submissions on four key areas including Project Work Plan/Approach, Project Staffing Experience, Diversity in Employment and Contracting and Sustainable Business Practices. The winning proposer, LMN Architects, included four WBE certified subcontractors in the project team, constituting nearly 15% of the contract amount.

FISCAL IMPACT: This project is budgeted in FY 2015-16 and the OCC has budgeted sufficient funds. As such, there is enough budget appropriation in the MERC Fund to approve the contract amount.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition-Recreation Commission, by Resolution No. 15-17, approve the contract award and written contract (attached hereto) with LMN Architects, for the amount of two hundred nine thousand, five hundred & 00/100 dollars (\$209,500.00) for the Facility Interior Finishes Master Plan – Consulting and Design Services for the Oregon Convention Center.

Personal Service Agreement

MERC Contract No. 306000

Personal Service Agreement over \$50,000

THIS AGREEMENT is between Metro Exposition Recreation Commission (MERC), an appointed commission of Metro, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and LMN Architects, referred to herein as "Contractor," located at 801 Second Avenue, Suite 501, Seattle, WA 98104.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective August 12, 2015 and shall remain in effect until and including August 11, 2016, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Attachment A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** MERC shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed Two Hundred Nine Thousand Five Hundred AND 00/100THS DOLLARS (\$209,500.00). Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.
4. **Insurance.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
 - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
 - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
 - (d) Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

Contractor shall provide to MERC 30 days notice of any material change or policy cancellation.

Contractor shall provide MERC with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

5. **Indemnification:** Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising directly out of its negligent acts, errors or omission in the performance of professional services under this agreement.

As respects all acts, errors or omission which do not arise directly out of the performance of professional services including but not limited to those acts, errors or omissions typically covered by commercial general liability insurance or automobile liability insurance, Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out

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of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

This indemnity provision shall apply except for those claims which arise out of the sole negligence or willful misconduct of Metro

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and become the property of MERC upon payment of the Contractor's fee applicable to the Work Product produced, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products. MERC agrees that it will not reuse the Work Product without engaging a design professional during the reuse to assure that the Work Product is reused appropriately.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department reasonably qualified to review the records and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees reasonably qualified to review the records, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department reasonably qualified to review the records and the staff of the Metro Auditor, at reasonable times and places to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

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e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money equal to one percent of the contract amount or more, or establish that any portion of any claim made against Metro is not warranted the value of which is equal to one percent of the contract amount or more, then the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. Project Information. Contractor shall share all project information and fully cooperate with MERC, informing MERC of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of MERC.

8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of MERC. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to MERC.

9. Right to Withhold Payments. MERC shall have the right to withhold from payments due to Contractor such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without MERC's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, MERC may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

Personal Service Agreement

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14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by MERC of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

16. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

17. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

18. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Brian Tennyson
LMN Architects
801 Second Ave, Suite 501
Seattle, WA 98104
206-343-9388 fax

To Metro: Metro Procurement Services
600 NE Grand Ave
Portland, Oregon 97232
503-797-1791 fax

With Copy to: Josh Lipscomb
777 NE MLK Jr. Blvd
Portland, OR 97232
503-731-7806 fax

19. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials _____.**

Personal Service Agreement

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CONTRACTOR

METROPOLITAN EXPOSITION RECREATION
COMMISSION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Scope of Work – Attachment A

MERC Contract No. 306000

1. Purpose and Goal of Work

The goal of this scope confirmation phase is to:

1. Determine the desired scope and quality level of facility interior finish upgrades and renovations.
2. Produce a concept construction cost estimate for the scope of work.

Once scope and concept costs are produced, Contractor shall work with the Oregon Convention Center (OCC) to prioritize the scope with the goal of producing a scope of work that proceeds into phase two, schematic design. It is assumed that the ultimate scope of renovations will be phased in over time to coordinate with planned capital resources.

The current intended renovation scope areas are: meeting rooms and ballrooms, lobby and pre-function spaces, washrooms, existing Metropolitan Exposition Recreation Commission (MERC) office area and work in the exhibition hall limited to replacement of acoustic panels. The intensity of the renovations are intended to be finish replacement along with lighting, mechanical diffusers (except the exhibit hall); minimal reconfiguration of spaces with the exception of the addition of family/gender neutral washrooms. This phase of work is not a design phase, but an initial concept exploration phase, where renovation scope and concept level construction costs will be established.

The products will be diagrammatic drawings along with scope definition narratives that fully describe the intended scope of work at a concept level. This information will be utilized by Contractor's cost consultant to produce a conceptual cost estimate.

2. Description of the Scope of Work

Contractor shall work with the OCC staff and MERC representatives to define and develop the desired scope and construction cost budget. Contractor shall produce existing building diagrams based on existing documentation in order to best quantify the areas of scope impact.

Contractor shall lead this phase of work and will be the primary point of contact for the client and all consultants; Contractor will lead the team from a design and project management standpoint. Contractor will prepare the scope and pricing documents, including coordination of consultant's scope documents.

Mayer Reed – Signage and wayfinding design - Engage the OCC staff to assess what is currently working and not working with the existing signage and wayfinding system. Based on that exercise determine a concept level scope of work that defines signage type, quality level and quantity of wayfinding devices. Provide a narrative scope document for estimating purposes.

Glumac – MEP - Meet with OCC operations and event staff to determine extent of any desired MEP equipment improvements. Coordinate as needed with acoustical consultant as it might relate to defining any solutions to possible mechanical noise requiring scope definition. A LEED charrette is not intended as part of this current scope, but any sustainability improvements that arise from discussions with staff will be narratively described in the scope document to help define possible costs.

Current understood MEP scope is limited to new lighting and ceiling diffusers (except in exhibition hall), and reconfiguration of plumbing fixtures in certain washrooms.

Glumac's product for this phase is a narrative scope describing desired improvements that can be used to determine concept level construction costs.

Sparling (Stantec) – Acoustics – work with the client group and design team to help determine any existing acoustical issues with either assemblies or rooms that needs to be addressed in the renovation scope.

Scope of Work – Attachment A

MERC Contract No. 306000

Sparling’s product for this phase is a narrative scope document describing desired improvements that can be used to determine concept level construction costs.

HLB – Lighting Design - Work with client group and design team to help determine quality level and scope of lighting improvements for the intended front of house renovation areas; collaborate with LMN to help define conceptual approaches to lighting design in the ballroom, meeting room and pre-function spaces. HLB’s product for this phase is a narrative scope document describing desired improvements that can be used to determine concept level construction costs. It is not intended that HLB would travel to Portland for this scope of work.

RLB – Cost Estimating - Produce concept level cost estimates based on plan diagrams and written narratives of the scope of work. It is anticipated that after the first conceptual cost estimates, updates and revisions to the concept cost estimate will be required as we work with the client group to finalize renovation scope.

3. Deliverables/Outcomes

Deliverables are anticipated to be an assembly of the scope narratives, pertinent presentation materials and construction costs in an assembled pdf file suitable for printing in a letter sized document and electronic distribution.

4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed TWO-HUNDRED NINE-THOUSAND, FIVE-HUNDRED AND NO/100TH DOLLARS (\$209,500.00).

Billing rates have been provided as Attachment B

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor’s billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor’s billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The Metro contract number and contractor name shall be referenced in the email subject line. Metro requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.



STAFF TYPE DESCRIPTION

RATES 2015

Partners	250
Project Directors	225
Project Managers	205-225
Project Designers	180-195
Project Architects	130-170
Staff Architects	100-125
Intern Architects	70-95
Interior Designers	75-170
Urban Designers	85-120
Administrative	70-120

PROJECT EXPENSES

RATES

Reimbursable Expenses	Cost plus 10 % Mark-up
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801 Second Avenue, Suite 501
Seattle, Washington 98104

T 206 682 3460
F 206 343 9388

www.lmnarchitects.com



COMMERCIAL BILLING RATES FOR 2015

Architect / Principal	\$145.00/ hour
Architect / Project Manager	\$125.00/ hour
Technical Staff III	\$105.00/ hour
Technical Staff II	\$90.00/ hour
Technical Staff I	\$75.00/ hour
Clerical	\$65.00/ hour

MKA – Structural Engineering Billing Rates:

Jon Magnusson	\$325
Ron Klemencic	\$325
Senior Principal (Senior VP)	\$275
Principal (VP)	\$240
Senior Associate	\$195
Associate	\$180
Senior Engineer	\$155
Engineer	\$125
Senior CAD/BIM Specialist	\$145
CAD Specialist	\$110
Administrative Support	\$ 90

Rates subject to change each January

Glumac - MEP

STANDARD HOURLY BILLING RATES

CLASSIFICATION	RATE/HR	CLASSIFICATION	RATE/HR
ENGINEERING DESIGN		SUSTAINABILITY CONSULTING	
President (Steve Straus)	\$275	Integrated Design / LEED Consulting	\$100 - \$170
Principal	\$225	Energy Modeling	\$110 - \$160
Associate Principal	\$205	CFD Modeling	\$120 - \$200
Project Manager	\$160 - \$200	Lighting Design	\$110 - \$160
Project Engineer	\$140 - \$190	Technology Integration Design	\$130 - \$180
Designer	\$100 - \$160	Commissioning	\$100 - \$180
BIM	\$105 - \$165	PROJECT ADMINISTRATION	
CAD	\$75 - \$105	Project Coordinator	\$100
Construction Manager	\$130 - \$190	Project Administrator	\$80
		Project Assistant	\$70



Fees

Our fees will be based on the following hourly rates, subject to salary increases during the life of the project:

Principal:	\$200.00 to \$250.00 per hour
Senior Designer:	\$125.00 to \$180.00 per hour
Designer/Draftsmen:	\$90.00 to \$125.00 per hour
Project Assistant:	\$40.00 to \$80.00 per hour
Administrative:	\$40.00 to \$85.00 per hour

Mayer/Reed – Signage and wayfinding hourly rates

Principal	\$172
Senior Designer	\$125
Project Manager	\$125
Design and Technical Staff	\$75 - \$110

Rates are valid through 3/31/2016

Brewery Block 2
1120 NW Couch Street
Suite 730
Portland, Oregon 97209

T: +1 503 226 2730
F: +1 503 226 1267

Billing Rates

Director	\$220.00
Associate/Senior Consultant	\$200.00
Senior Cost Engineer/Quantity Surveyor	\$160.00
MEP Specialist Cost Engineer	\$160.00
Cost Engineer/Quantity Surveyor	\$130.00
Administrative/Technical Assistance	\$70.00

ATTACHMENT B: STANDARD HOURLY BILLING RATES
ACOUSTICS CONSULTING
2015- STANDARD HOURLY BILLING RATES

PRINCIPAL ACOUSTICAL DESIGN I	205.00
PRINCIPAL ACOUSTICAL DESIGN II	190.00
SR. ACOUSTICIAN	155.00
ACOUSTICIAN I	135.00
ACOUSTICIAN II	125.00
ACOUSTICIAN III	110.00
ACOUSTICIAN IV	105.00
CADD BIM SPECIALIST	95.00 - 110.00
PROJECT SUPPORT STAFF	85.00

HOURLY BILLING RATES SUBJECT TO CHANGE ANNUALLY ON JANUARY 1ST



GBS HOURLY RATES

(2015)

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$ 170
Associate Principal	\$ 150
Senior Consultant	\$ 130
Consultant	\$ 115
Senior Commissioning Consultant	\$ 130
Commissioning Consultant	\$ 110
Energy Modeling Technician	\$ 110
Project Manager	\$ 115
Project Coordinator	\$ 95
Administrative Services	\$ 50