

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 17-37

For the purpose of approving the contract with Carleton Hart Architecture, PC for the Antoinette Hatfield Hall Roof Replacement and Parapet Repair and authorizing the General Manager of Visitor Venues to execute the contract.

WHEREAS, the roof at Antoinette Hall has reached the end of useful life and is in need of replacement; and

WHEREAS, incorrectly designed and installed details at the roof perimeter and parapet walls are allowing water infiltration and would impede the performance of a new roof; and

WHEREAS, a comprehensive overall design of the roof and wall assemblies is necessary to determine the appropriate budget allocation for the work and ensure that new work is done correctly; and

WHEREAS, staff has completed a thorough Request for Proposal process in accordance with Division 48 of Metro's Local Contract Review Board Administrative Rules, selected the most qualified respondent, and negotiated an agreement for the requested services to the satisfaction of both parties; and

WHEREAS, the Metropolitan Exposition Recreation Commission has the authority to approve contracts for the Portland's Centers for the Arts, and;

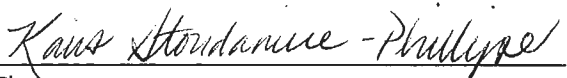
WHEREAS, staff recommend approving a contract with Carleton Hart Architects in an amount not to exceed One Hundred Ninety-Six Thousand, Seven Hundred Twenty Two and NO/Dollars (\$196,722.00).

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission.

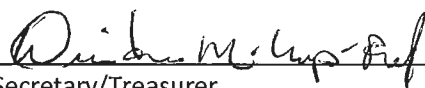
1. Approves the contract with Carleton Hart Architects in the form substantially similar to the attached Exhibit A.
2. Authorizes the General manager of Visitor Venues to execute the contract on behalf of the Commission.

Passed by the Commission on November 1, 2017.

Approved as to form:
Alison R. Kean, Metro Attorney


Chair

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


Secretary/Treasurer

MERC STAFF REPORT

Agenda Item: For the purpose of approving the scope and fee proposals from Carleton Hart Architects for the Antoinette Hatfield Hall Roof Replacement and Parapet Wall Repair and authorizing the General Manager of Visitor Venues to execute the contract.

Resolution No: 17-37

Date: November 1, 2017

Presented by: Nancy Strening

BACKGROUND: The Antoinette Hatfield Hall roof is original to the building from 1987 and has undergone decades of patching and partial repairs. It has reached the end of its useful life. The Exterior Insulated Finish System (EIFS) parapet wall panels are damaged by water infiltration, which is caused by a faulty construction detail where the roof system meets the parapet wall. Water has also infiltrated the space between the roof deck and the lightweight concrete insulation, causing leaks into the interior of the building. A new roof will not be effective in preventing water infiltration if the parapet wall correction is not made, therefore the design recommendations for those repairs shall be included in the scope.

This is a project spanning two Fiscal Years. Year one is devoted to Design and Engineering. Construction to be completed in year two. Design and Engineering effort shall result in a recommendation for the construction/detailing of the back side of the parapet walls in addition to the roof system itself. An eco-roof design, as required by the City of Portland as well as Metro's sustainability initiative, should be explored and estimated.

The RFP was issued in accordance with MERC's Purchasing and Contracting Rules and in compliance with Metro Policy and any and all state (ORS) requirements. The RFP was published on ORPIN, in The Asian Reporter and on the Metro website. On September 21, 2017, MERC received five proposals. Proposals were evaluated and scored by cPMO and P-5 staff based on Project Work Plan & Approach and Project Staffing Experience. Procurement Staff evaluated and scored the proposals based on Diversity in Employment and Contracting and Sustainable Business Practices. Carleton Hart had the highest score for Diversity in Employment and Contracting and the highest score overall. Carleton Hart is a COBID firm as are two of their proposed subconsultant firms.

Carleton Hart Architects submitted a fee proposal to cPMO staff and after negotiations the parties clarified scope and agreed to a price not to exceed of One Hundred Ninety-Six Thousand, Seven Hundred Twenty-Two and NO/Dollars (\$196,722.00)

FISCAL IMPACT: The contract amount presented for approval is not to exceed \$196,722.00. Of that amount, \$150,000 is expected to be incurred in FY2017-18 for the Preliminary Design through Bidding/Permitting phases. There is sufficient appropriation to cover the FY2017-18 costs. The total project budget on the FY 17-18 5 year CIP is \$450,000, which includes construction costs beginning in FY2018-19. The cost estimate that will be provided at the end of the Schematic Design phase of this contract will inform the revised construction estimate to be included in the FY 18-19 revised 5 year CIP.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition Recreation Commission, by Resolution No 17-37, approve the scope and fee proposal submitted by Carleton Hart Architects and authorize the General Manager of Visitor Venues to execute the contract.

**PROFESSIONAL SERVICES CONTRACT
(Architectural, Engineering, and Related Services)
Contract Reference Number: 308001**

THIS CONTRACT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter (“Metro”), located at 600 NE Grand Avenue, Portland, OR 97232-2736, and Carleton Hart Architecture (“Consultant”), located at 830 SW 10th Avenue, Portland, Oregon 97205 (Metro and Consultant are collectively the “Parties”).

ARTICLE 1

Initial Contract Information

1.1 Term. This Contract shall become effective on the date that the Contract is fully executed by the Parties. No work shall be performed under the Contract prior to the effective date. This Contract shall expire, unless otherwise terminated or extended, on June 20 2019. Passage of the Contract expiration date shall not extinguish, prejudice, or limit either Party’s right to enforce this Contract with respect to any default or defect in the performance that has not been corrected.

1.2 Initial Project Information.

1.2.1 Project Name: Antoinette Hatfield Hall Roof Replacement and Parapet Wall Repair

1.2.2 General Project Description: Provide design, consulting and contract administration services including but not limited to all aspects of design, architecture, engineering, sustainable practices and cost estimating to complete the Roof Replacement and Parapet Wall Repair for Antoinette Hatfield Hall. The Scope of Work is set out in more detail in Exhibit A.

1.2.3 Construction Cost Budget: TBD

1.2.4 Design Schedule: See Exhibit E.

1.2.5 *Intentionally Omitted*

1.3 Metro’s Anticipated Design and Construction Schedule.

1.3.1 Design Phase Milestone Dates: See Exhibit E.

1.3.2 Start of Construction: See Exhibit E

1.3.3 Substantial Completion: See Exhibit E.

1.4 Contract Documents. The Contract consists of the following documents, in order of precedence:

1.4.1 This Contract.

1.4.2 Exhibit A. Scope and Fee by Phase.

1.4.3 Exhibit B. Metro's Request for Proposals dated August 22, 2017 and the following addenda: Addendum 1 dated September 8, 2017.

1.4.4 Exhibit C. Consultant's Proposal dated September 21, 2017

1.4.5 Exhibit D. Consultant's Fee Proposal including Consultant and Subconsultant rates for additional services dated October 23, 2017.

1.4.6 Exhibit E. Consultant's project design schedule dated October 24, 2018.

1.5 Order of Precedence. In the event of any apparent or alleged conflict in the Contract documents, such conflict shall be resolved in the order of precedence listed in Section 1.4, except that any subsequent Contract amendments approved by both Parties shall take precedence over the documents listed in Section 1.4 and one another by date, latest first.

ARTICLE 2

Relationship of the Parties

2.1 Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Metro to carry out the Project and to provide the technical documents and supervision to achieve Metro's Project objectives.

2.2 In administering this Contract, Metro may retain the services of an independent project manager and other consultants as needed to fulfill Metro's objectives.

2.3 Consultant shall provide a list of all Subconsultants that Consultant intends to utilize on the Project (the "Subconsultants"). This list shall include such information on the qualifications of the Subconsultants as may be requested by Metro. Metro reserves the right to review the Subconsultants proposed. Consultant shall not retain a Subconsultant to which Metro has a reasonable objection.

2.4 Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Subconsultants identified by Consultant (collectively, the "Key Personnel" and individually, the "Key Person"). Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Metro a list of the proposed Key Personnel to be assigned to the

Project. This list shall include such information on the professional background of each Key Person as may be requested by Metro. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of, Metro, Consultant shall not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or (iii) substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Consultant shall remove any individual or Sub-consultant from the Project if so directed by Metro in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

ARTICLE 3

Consultant's Responsibilities; Representations and Warranties

3.1 Consultant agrees that:

3.1.1 The phrase "Standard of Care" that is used in this Contract is defined as follows: the same professional skill, care, diligence, and standards as similar professionals performing similar services in the Portland Metropolitan Area under similar circumstances (the "Standard of Care");

3.1.2 Notwithstanding Section 3.1.1 above, if the services are so specialized that there are no similar professionals performing similar services in the Portland Metropolitan Area, the "Standard of Care" that is used in this Contract is the same professional skill, care, diligence, and standards as similarly skilled professionals performing similar specialized services in the United States under similar circumstances.

3.1.3 Consultant shall perform all Services in accordance with the Standard of Care;

3.1.4 Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables, and other documents so that they accurately reflect, fully comply with, and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies that are due to causes beyond the control of Consultant;

3.1.5 Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables, and other documents prepared by Consultant at no additional cost to Metro;

3.1.6 Metro's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables, and other documents.

Any review or acceptance by Metro will not relieve Consultant of any responsibility for complying with the Standard of Care;

3.1.7 Consultant shall, at no additional cost to Metro, render assistance to Metro in resolving problems or other issues relating to the Project design or to specified materials;

3.1.8 During the term of the Contract, Consultant shall obtain, hold, maintain, and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services. During the term of the Contract, Metro shall pay for and Consultant shall obtain, hold, and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract. Consultant shall review the Project site and the nature of the Services and advise Metro throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses.

3.2 Subconsultants.

3.2.1 Consultant shall provide in all subconsultant agreements that the Subconsultant will be bound by the terms and conditions of this Contract to the extent that they relate to the Subconsultant's work. Consultant shall require each Subconsultant to enter into similar agreements with lower tier Subconsultants. Consultant shall make available to each proposed Subconsultant, prior to the execution of the subconsultant agreement copies of this Contract. Subconsultants shall similarly make copies of applicable portions of such documents available to their respective proposed sub-tier Subconsultants.

3.2.2 All subconsultant agreements shall also provide that they are assignable to Metro at Metro's option, in the event that Metro terminates the Contract. Consultant will provide to Metro a copy of all subconsultant agreements.

3.2.3 Consultant shall pay all Subconsultants and other Subcontractors as required by Consultant's contracts with those Subconsultants and Subcontractors. Consultant agrees that Metro has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Subconsultants and other Subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Subconsultants and Subcontractors for Services performed on the Project.

3.2.4 *Intentionally Omitted*

3.3 Consultant represents and warrants to Metro that:

3.3.1 Consultant has the power and authority to enter into and perform this Contract; the persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;

3.3.2 When executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order, or other legal process applicable to Consultant;

3.3.3 Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent;

3.3.4 Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;

3.3.5 Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract;

3.3.6 Consultant is, or shall become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations that are applicable to the design and construction of the Project;

3.3.7 All Services shall be performed in accordance with the Standard of Care;

3.3.8 The Project, when completed and if constructed in accordance with the intent established by the drawings, specifications, deliverables, and other documents prepared by Consultant pursuant to this Contract, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended; and

3.3.9 The published specifications of the "Automated Systems" that Consultant has specified, designated, and planned pursuant to this Contract conform to the Contract requirements. For the purposes of this subsection, "Automated Systems" shall mean any computers, software, firmware, HVAC systems, elevators, electrical systems, fire or life safety systems, security systems, and any other electrical, mechanized, or computerized devices serving the Project.

3.4 The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided in this Contract or at law.

ARTICLE 4

Metro's Responsibilities and Authority

4.1 Authority and Relationship of Metro. Metro's Chief Operating Officer shall appoint a Metro representative ("Project Manager"). Except as specifically provided in this Section, no individual other than the duly appointed Project Manager acting or purporting to act

as an officer, agent, representative, consultant, or employee of Metro or Consultant shall have any authority to make representations, statements, or decisions of whatever nature binding Metro regarding any aspect of this Contract. Consultant shall have no right to, and shall not rely on any such representation, statement, or decision. Any reference to action by Metro in this Contract requires the written approval of Metro's Chief Operating Officer or the Project Manager designated in writing by Metro's Chief Operating Officer as having authority to act for Metro, but only to the extent that such authority is expressly delegated in writing.

4.2 *Intentionally Omitted*

ARTICLE 5

General Contract Provisions

5.1 Contract Performance. Consultant shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of Services set forth in this Contract. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either Party's right to enforce this Contract with respect to any default or defect in performance. Time is of the essence in the performance of this Contract.

5.2 Records.

5.2.1 Consultant and Subconsultants shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Consultant and Subconsultants shall maintain any other records necessary to clearly document:

5.2.1.1 The performance of Consultant, including but not limited to Consultant'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 Consultant or Subconsultant under the terms of the Contract or subcontract;

5.2.1.2 Any claims arising from or relating to the performance of Consultant or Subconsultant under this Contract;

5.2.1.3 Any cost and pricing data relating to the Contract; and

5.2.1.4 Payments made to all suppliers and Subconsultants.

5.2.2 The records described in Section 5.2.1 are the Contract Records.

5.2.3 Consultant and Subconsultants shall maintain the Contract Records for the longer period of (a) six years from the date of final completion of the Contract to which the

Contract Records relate or (b) until the conclusion of any audit, controversy, or litigation arising out of or related to the Contract.

5.2.4 Consultant and Subconsultants shall make Contract Records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of Metro's 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 Contract Records are not made available within the boundaries of Metro, Consultant or Subconsultant agrees to bear all of the costs for Metro employees, 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 Consultant elects to have such Contract Records outside these boundaries, the costs paid by Consultant to Metro for inspection, auditing, examining, and copying those records shall not be recoverable costs in any legal proceeding.

5.2.5 Consultant and Subconsultants authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of Metro Auditor, to inspect, examine, copy, and audit the books and records of Consultant or Subconsultant relating to this Contract, 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.

5.2.6 Consultant and Subconsultants agree to disclose the Contract Records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and Consultant and Subconsultants, including but not limited to a court proceeding, arbitration, mediation, or other alternative dispute resolution process.

5.2.7 Consultant and Subconsultants agree that in the event such Contract Records or any audits disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, Consultant and Subconsultants 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.

5.2.8 Failure of Consultant and Subconsultants to keep or disclose Contract Records as required by this Contract 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 Consultant or Subconsultant is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

5.3 Indemnity.

5.3.1 Claims For Other Than Professional Liability. Consultant shall indemnify, defend, save, and hold harmless Metro, and its officers, agents, and employees, from

and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from or arising out of the acts or omissions of Consultant or its Subconsultants, Subcontractors, agents, or employees under this Contract.

5.3.2 Claims for Professional Liability. Consultant shall indemnify, defend, save, and hold harmless Metro, and its officers, agents, and employees, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of whatsoever nature arising out of the professionally negligent acts, errors, or omissions of Consultant or its Subconsultants, Subcontractors, agents, or employees in the performance of professional services under this Contract.

5.3.3 Exception. Nothing in this Sections 5.3 or 5.4 requires Consultant or Consultant’s surety or insurers to indemnify Metro, its officers, agents, and employees against liability for damages for death or bodily injury to persons or damage to property caused in whole or in part by the negligence of Metro, its officers, agents, and employees. Nothing in the foregoing limits or otherwise affects any requirement in Section 5.3 or 5.4 that requires Consultant to indemnify Metro, its officers, agents, and employees against liability for damages for death or bodily injury to persons or damage to property arising from the fault of the Consultant or Consultant’s agents, representatives, employees, or Subconsultants.

5.4 Insurance.

5.4.1 The Consultant, at its sole cost, shall procure and maintain at all times while performing Services under this Contract, policies of insurance issued by responsible carriers rated A VII or better by A.M. Best’s rating service (unless otherwise approved by Metro) and in a form and substance reasonably satisfactory to Metro, which afford at least the following minimum coverages:

5.4.1.1 Workers’ Compensation. Workers’ compensation coverage sufficient to meet statutory liability limits.

5.4.1.2 Employer’s Liability. Employer’s liability insurance in addition to its workers’ compensation coverage in the following minimum amounts:

5.4.1.2.1	Each Accident:	\$1,000,000
5.4.1.2.2	Each Bodily Injury/Disease:	\$1,000,000
5.4.1.2.3	Aggregate Bodily Injury/Disease:	\$1,000,000

5.4.1.3 Commercial General Liability. The Consultant shall purchase and maintain commercial general liability (“CGL”) insurance on an occurrence basis, written on ISO Form CG 0001 (12/04 or later) or an equivalent form approved in advance by Metro. CGL coverage shall include all major coverage categories including bodily injury, property damage, and products/completed operations coverage maintained for at least six years following final

payment. The CGL insurance will also include the following: (1) separation of insured; (2) incidental medical malpractice; and (3) per-Project aggregate for premises operations.

5.4.1.3.1	Each Occurrence:	\$1,000,000
5.4.1.3.2	General Aggregate:	\$2,000,000
5.4.1.3.3	Product/Completed Operations:	\$2,000,000
5.4.1.3.4	Personal & Advertising Injury:	\$1,000,000

5.4.1.4 Professional Liability/Errors and Omissions: The Consultant shall purchase and maintain professional liability/errors and omissions insurance or cause that those Subcontractors providing design services do so.

5.4.1.4.1	Each Claim/Aggregate:	\$1,000,000
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5.4.1.5 Automobile Liability. The Consultant shall purchase and maintain automobile liability insurance with coverage for owned, hired, and non-owned vehicles on ISO form CA 00 01 or an equivalent form approved in advance by Metro. The automobile liability insurance shall include pollution liability coverage with vehicle overturn and collision.

5.4.1.5.1	Combined Single Limit:	\$1,000,000
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5.4.2 Additional Insureds. The Consultant's third-party liability insurance policies shall include Metro and its officers, employees, agents, volunteers, partners, successors, and assigns as additional insureds. The policy endorsement must extend premise operations and products/completed operations to the additional insureds. The additional insured endorsement for the CGL must be written on ISO Form CG 2010 (11/85), a CG 2037 (07/04) together with CG 2033 (07/04), or the equivalent; but shall not use the following forms: CG 20 10 (10 93) or CG 20 10 (03 94).

5.4.3 Certificates of Insurance. Certificates of Insurance acceptable to Metro shall be filed with Metro prior to commencement of the Services of this Contract. The Certificates of Insurance must demonstrate the coverage dates, amount, and type of insurance required by this Section 5.4 or by law; all exclusions or limitations applicable thereto; and the insurers providing the coverage. All policies and Certificates of Insurance shall expressly provide that coverage shall not be cancelled, allowed to lapse, or be materially changed by endorsement or through issuance of other policies of insurance without at least forty-five (45) days' written notice to Metro. All insurance policies, certificates, and binders of insurance (except professional liability) shall show Metro as additional insured. Upon Metro's request, the Consultant will deliver to Metro copies of any policy (together with all endorsements, schedules, and other attachments) for any coverage provided pursuant to this Contract.

5.4.3.1 If the Consultant has any self-insured retention or deductibles for any of the required coverages, the Consultant must identify on the Certificate of Insurance the nature and amount of such self-insured retention or deductibles and provide satisfactory evidence of financial responsibility for such obligations. Satisfaction of all self-insured retentions or deductibles shall be the sole responsibility of the Consultant.

5.4.3.2 Metro shall have the right, but not the obligation, to prohibit the Consultant from entering the Project site until the required Certificates of Insurance (or other competent evidence that insurance has been obtained) in complete compliance with this Section 5.4.3 are received and approved by Metro.

5.4.4 Consultant Insurance. The Consultant shall cause all its Subconsultants to carry and maintain workers' compensation coverage required by law and general and professional liability insurance coverage with limits mutually agreed upon by Metro and the Consultant. In the absence of any such agreement, the limits shall be the same as those required of the Consultant.

5.4.5 Maintaining Insurance. The Consultant must maintain the same or better insurance coverage throughout the Project and the applicable tail-out period. Unless otherwise agreed in writing, the tail-out period for insurance coverage may not be less than two years from the date of Substantial Completion of the Project.

5.4.6 Failure to Maintain Insurance. The Consultant's maintenance of its and its Subconsultants' insurance coverage in full force and effect for the Project is a condition precedent to the Consultant's right to exercise or enforce any right or remedy for money damages against Metro. Failure by the Consultant to procure and maintain the insurance policies required above in full force and effect during the performance of Services under this Contract, and during any extensions or additional Services hereunder, shall constitute a breach of this Contract, in which case Metro shall have the right, in addition to and without prejudice to any other rights, to purchase such insurance on behalf of the Consultant, and the Consultant shall reimburse Metro upon demand and shall furnish such information needed by Metro to obtain such insurance or, alternatively, Metro may immediately terminate this Contract for cause pursuant to Section 5.13.3 of this Contract.

5.4.7 No representation on Coverages: By requiring insurance, Metro does not represent that coverage and limits will necessarily be adequate to protect the Consultant. Insurance in effect or procured by the Consultant will not reduce or limit the Consultant's contractual obligations to indemnify and defend Metro for claims or suits that result from or are connected with the Services provided under this Contract.

5.5 Consultant's Status.

5.5.1 It is understood and agreed that the relationship of Consultant to Metro shall be that of an independent contractor under ORS 670.600. The Consultant further agrees

that Consultant, its officers, agents, and employees, any Subconsultants or supplier of consultant of any tier, or its officers, agents, or employees, are not officers, employees, or agents of Metro under the Oregon Tort Claims Act (ORS 30.260 through 30.300). Consultants and its officers, agents, employees, and its Subconsultants and suppliers of any tier and their officers, agents, and employees will make no claim whatsoever against Metro for indemnification pursuant to ORS 30.260 to 30.300. Consultant agrees to hold Metro harmless and indemnify Metro from any such claims.

5.5.2 Consultant shall not have control or charge of, and shall not be responsible for, the acts or omissions of other consultants or contractors under contract with Metro who are performing Services or construction work on the Project. However, this provision does not in any way change Consultant's professional responsibility to report to Metro any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on Metro or the Project.

5.5.3 Consultant is not a contributing member of the Public Employees Retirement System and will be responsible for any federal, state, or other taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, Consultant certifies that it is not currently employed by the federal government.

5.6 Successors & Assignments. The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Consultant shall not enter into any Subconsultant agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of Metro.

5.7 Compliance with Applicable Law. Consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Services, including the following provisions of the Oregon Public Contracting Code.

5.7.1 Payment of Labor. As required by ORS 279B.220, Consultant shall:

5.7.1.1 Make payment promptly, as due, to all persons supplying labor or material to Consultant for the performance of the Services provided for in this Contract;

5.7.1.2 Pay all contributions or amounts due the Industrial Accident Fund from Consultant or Subconsultant incurred in the performance of this Contract;

5.7.1.3 Not permit any lien or claim to be filed or prosecuted against Metro on account of any labor or material furnished; and

5.7.1.4 Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

5.7.2 Payment for Medical Care and Workers' Compensation. As required by 279B.230:

5.7.2.1 Consultant shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that the Consultant agrees to pay for the services and all moneys and sums that the Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

5.7.2.2 All subject employers working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

5.7.3 Hours of Labor. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Consultant's employees subject to Oregon employment laws:

5.7.3.1 Maximum Hours. Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

5.7.3.2 Exemption. These requirements do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

5.7.3.3 Notice to Employees. Consultant shall give notice in writing to its employees who perform work under this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

5.7.4 Limitation on Claims. This provision is required by statute. For Consultant's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Consultant shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Consultant within 90 days from the completion of this Contract, providing Consultant has:

5.7.4.1 Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this Section to be posted in a prominent place alongside the door of the

timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and

5.7.4.2 Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.

5.7.5 Non-discrimination. Consultant shall comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract.

5.7.6 Metro Charter and Code. Consultant shall comply with all provisions of the Metro Charter and Code applicable to this Contract, including without limitation the provisions of Metro Code Chapter 2.04 (Metro Contract Policies).

5.7.7 Governing Law; Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively "Claim") between Metro and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this "Governing Law; Jurisdiction; Venue" section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise. Consultant, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

5.8 Severability. The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

5.9 Force Majeure. Neither Party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including but not limited to fire, riot, acts of God, terrorist acts, or war where such cause was beyond such Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

5.10 Waiver. The failure of Metro to enforce any provision of this Contract shall not constitute a waiver by Metro of that or any other provision.

5.11 Third-Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against Metro or Consultant. Consultant's Services under this Contract shall be performed solely for Metro's benefit and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of Services hereunder.

5.12 Ownership of Work Product.

5.12.1 Definitions. As used in this Contract, the following terms have the meanings set forth below:

5.12.1.1 "Consultant Intellectual Property" means any intellectual property that is owned by Consultant and developed independently from this Contract and that is applicable to the Services or included in the Work Product.

5.12.1.2 "Third-Party Intellectual Property" means any intellectual property that is owned by parties other than Metro or Consultant and that is applicable to the Services or included in the Work Product.

5.12.1.3 "Work Product" means the Services Consultant delivers or is required to deliver to Metro under this Contract. Work Product includes every invention, discovery, work of authorship, trade secret, or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports, and other materials, whether completed, partially completed, or in draft form.

5.12.2 Work Product. Except as provided in Sections 5.12.3 through 5.12.6, all Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of Metro. Metro and Consultant agree that such original works of authorship are "work made for hire" of which Metro is the author within the meaning of the United States Copyright Act. To the extent that Metro is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to Metro any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Metro's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Metro. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction, or limitation on use or subsequent modifications.

5.12.3 Consultant Intellectual Property. In the event that Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to Metro an irrevocable, nonexclusive, non-transferable, perpetual, royalty-free license to use Consultant

Intellectual Property, including the right of Metro to authorize contractors, consultants and others to use Consultant Intellectual Property, for the purposes described in this Contract. The license granted under this Section permits Metro to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as Metro's consultants and separate contractors, to reproduce applicable portions of Consultant Intellectual Property solely and exclusively for use in performing Services or construction for the Project. If and upon the date the Consultant is in default of this Contract, the foregoing license shall be supplemented by a second, nonexclusive license permitting Metro to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Consultant Intellectual Property solely for purposes of completing, using, and maintaining the Project. Consultant Intellectual Property may be continuously used for construction of the Project until the Project is complete, regardless of any dispute between the Parties, including without limitation any dispute for payment.

5.12.4 Third-Party Intellectual Property. In the event that Third-Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on Metro's behalf and in the name of Metro, an irrevocable, nonexclusive, non-transferable, perpetual, royalty-free license to use the Third-Party Intellectual Property in the same manner as provided for Consultant Intellectual Property under Section 5.12.3, for the purposes described in this Contract.

5.12.5 Consultant Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to Metro an irrevocable, nonexclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, in the same manner as provided for Consultant Intellectual Property under Section 5.12.3, for the purposes described in this Contract.

5.12.6 Third-Party Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Third-Party Intellectual Property, or is a compilation that includes Third-Party Intellectual Property, Consultant shall secure on Metro's behalf and in the name of Metro an irrevocable, nonexclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, in the same manner as provided for Consultant Intellectual Property under Section 5.12.3, for the purposes described in this Contract.

5.12.7 Limited Metro Indemnity. To the extent permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.397, Consultant shall be indemnified and held harmless by Metro from liability arising out of re-use or alteration of the Work Product by Metro that was not specifically contemplated and agreed to by the Parties in this Contract or under separate contract.

5.13 Termination.

5.13.1 Parties' Right to Terminate by Agreement. This Contract may be terminated at any time, in whole or in part, by written mutual consent of the Parties.

5.13.2 Metro's Right to Terminate for Convenience. Metro may, at its sole discretion, terminate this Contract, in whole or in part, by written notice to Consultant specifying the termination date of the Contract.

5.13.3 Metro's Right to Terminate for Cause. Metro may terminate this Contract immediately, in whole or in part, upon written notice to Consultant, or such later date as Metro may establish in such notice, upon the occurrence of any of the following events:

5.13.3.1 Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited or Metro is prohibited from paying for such Services from the planned funding source;

5.13.3.2 Consultant no longer holds all licenses or certificates that are required to perform the Services; or

5.13.3.3 Consultant fails to provide Services within the times specified or allowed under this Contract; fails to perform any of the provisions of this Contract; or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Metro, does not correct such failures within the time that Metro specifies (which shall not be less than ten (10) calendar days, except in the case of emergency).

5.13.4 Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by Metro, Consultant shall immediately cease all activities related to the Services or the Project.

5.13.5 Delivery of Work Product/Retained Remedies of Metro. As directed by Metro, Consultant shall, upon termination, promptly deliver to Metro all documents, information, works in progress, and other property that are deliverables or would be deliverables if the Contract had been completed. By Consultant's signature on this Contract, Consultant allows Metro to use Work Product and other property for Metro's intended use. The rights and remedies of Metro provided in this Section 5.13.5 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

5.13.6 Payment upon Termination.

5.13.6.1 In the event of termination pursuant to Sections 5.13.1, 5.13.2, or 5.13.3.1, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Metro, plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s)

that Metro has against Consultant. Within thirty (30) days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. Metro shall not be obligated to pay for any such costs invoiced to and received by Metro later than thirty (30) days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall promptly refund any excess amount upon demand.

5.13.6.2 In the event of termination pursuant to Sections 5.13.3.2 or 5.13.3.3, Metro shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively, or in any order whatsoever. If it is determined for any reason that Consultant was not in default under Sections 5.13.3.2 or 5.13.3.3, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 5.13.2.

5.14 Foreign Consultant. If Consultant is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.

5.15 Notice. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, mail, postage prepaid, or e-mail to Consultant or Metro, addressed below:

Metro:

Nancy Strening
Project Manager
Metro
600 NE Grand Ave
Portland, OR 97232

Consultant:

Bill Hart
Principal
Carleton Hart Architecture
830 SW 10th Ave, #200
Portland, OR 97206

and

Joel Morton
Office of Metro Attorney
Metro
600 NE Grand Avenue
Portland, OR 97232

Any notice sent by e-mail must also be sent by mail, postage prepaid. Any notice personally given shall be effective upon receipt. Any notice sent by e-mail shall be effective the day after receipt. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. Either Party may change the person or address to whom notice is given by providing written notice to the other Party prior to the effective date of the change.

5.16 Media Contacts; Confidentiality. Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Metro's prior written authorization.

5.17 Conflict of Interest. Except with Metro's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest, or contribution that would, or would reasonably appear to, compromise Consultant's professional judgment with respect to this Project, including without limitation concurrent employment on any project in direct competition with this Project.

5.18 Modification. Notwithstanding and succeeding any and all prior agreement(s) or practices, this Contract constitutes the entire contract of the Parties, and may only be modified in writing, signed by both Parties.

ARTICLE 6

Consultant Services

6.1 Services Generally.

6.1.1 Upon final execution of this Contract with Metro, Consultant shall:

6.1.1.1 Within the first week following execution of this Contract, review the proposed Project Schedule and prepare a detailed Services list and work plan to Metro's satisfaction. Consultant shall also identify milestone activities or dates, specific task responsibilities, additional definition of deliverables, and required completion times necessary for the review and approval by Metro and by all regulatory agencies.

6.1.1.2 Review the developed work plan with Metro and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

6.1.1.3 The Consultant will manage the Consultant's Services, research applicable design criteria, attend project meetings, communicate with members of the Project team, and report progress to Metro. Throughout all phases of its Services, Consultant will consult with Metro.

6.1.2 *Intentionally Omitted*

6.1.3 *Intentionally Omitted*

6.1.4 Construction Cost Estimates. Consultant shall develop and maintain Construction Cost Estimates within the parameters of Metro’s Construction Cost Budget (as hereinafter defined) through all phases of its Services. The term, “Construction Cost Budget,” shall mean the Construction Cost Budget established by Metro for the Project. Consultant shall base all Construction Cost Estimates on the most current architectural program as approved by Metro and shall prepare updated Construction Cost Estimates at each phase of the Project, as provided below. The following conditions apply to each Construction Cost Estimate prepared by Consultant:

6.1.4.1 Base all costs on current price information appropriate to the level of design detail with escalation rate and duration clearly identified as a separate line item. Cost escalation rates and projected bid and construction dates shall be as approved by Metro.

6.1.4.2 Present each Construction Cost Estimate in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (“CSI”) category.

6.1.4.3 Include contingencies for design, bidding, and construction as individual line items, with the percentage and base of calculation clearly identified.

6.1.4.4 Include all information and estimates from Metro and Metro’s consultants that are intended to be part of the Construction Cost Budget.

6.1.4.5 Reconcile each Construction Cost Estimate with Metro’s Construction Cost Budget. Consultant shall present no estimate that exceeds the Construction Cost Budget. Consultant shall be responsible for the accuracy of each Construction Cost Estimate.

6.1.5 Investigation & Feasibility

6.1.5.1 Consultant shall:

- Meet with Metro to review and confirm project scope
- Refine and review project schedule with Metro
- Visit site to review existing conditions; perform roof structure investigation and documentation
- Conduct a roof analysis and re-roofing conditions coordination
- Review fall projection systems
- Coordinate structural analysis and prepare report
- Coordinate with subconsultants and prepare project scoping, roof options and cost analysis document for

review with Metro

- Review Metro OSHA requirements
- Meet with Metro to review scoping document and select preferred roofing system

6.1.5.2 Eco roof Feasibility – Consultant Shall

- Perform structural analysis to determine if structural capacity exists for an Eco roof installation
- Review on-roof existing conditions for Eco roof viability
- Review design review requirements
- Provide Eco roof options
- Provide Eco roof cost estimates
- If an Eco roof is feasible, provide a cost benefit analysis of energy savings
- Compile a summary report
- Review feasibility study with Metro

6.2 Schematic Design Phase.

6.2.1 Consultant shall review the architectural program and information furnished by Metro, and shall review laws, codes, and regulations applicable to Consultant's Services.

6.2.2 Consultant shall prepare a preliminary evaluation of Metro's program, schedule, budget for the work, Project site, and the proposed procurement or delivery method and other information provided by Metro in Article I of this Contract entitled, "Initial Project Information," each in terms of the other, to ascertain the Project requirements. Consultant shall notify Metro of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

6.2.3 Consultant shall present its preliminary evaluation to Metro and shall discuss with Metro alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. Consultant shall reach an understanding with Metro regarding the requirements of the Project.

6.2.4 Based on the Project's requirements agreed upon with Metro, Consultant shall prepare and present for Metro's approval a preliminary design illustrating the scale and relationship of the Project components.

6.2.5 Based on Metro's approval of the preliminary design, Consultant shall prepare Schematic Design Documents (as further described below in this Section 6) for Metro's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations, and may include some combination of study models, perspective sketches, or digital modeling.

Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

6.2.5.1 Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with Metro's program, schedule and budget for the cost of the work.

6.2.5.2 Consultant shall consider the value of alternative materials, building systems, and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with Metro's program, schedule, and budget for the cost of the work.

6.2.6 Consultant shall prepare and submit to Metro a Construction Cost Estimate for the approved Schematic Design Documents based on area, volume, or similar conceptual estimating techniques and prepared in accordance with the provisions of this Contract.

6.2.7 Consultant shall submit the Schematic Design Documents and the Construction Cost Estimate to Metro, and request Metro's approval.

6.3 Design Development Phase.

6.3.1 Based on Metro's approval of the Schematic Design Documents, and on Metro's authorization of any adjustments in the Project requirements or the Construction Cost Budget, Consultant shall prepare Design Development Documents for Metro's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications identifying major materials, components, and systems and establishing general quality levels. Consultant shall not include in its Specifications, Special and/or Supplemental Conditions legal language establishing rights and/or duties inconsistent with Metro's Standard Form Construction Contract and General Conditions, without written acknowledgement and approval from Metro. Consultant's Services during the Design Development Phase shall consist of the following:

6.3.1.1 Architectural Design/Document Services. On an ongoing basis, Consultant shall develop and expand architectural Schematic Design Documents to establish the scope, relationship, forms, size and appearance of the Project through: plans, sections and elevations; typical construction details; and equipment layouts. These Services shall also include the following:

- 6.3.1.1.1 Development and Preparation of Base Sheets, including Existing Conditions Drawings
- 6.3.1.1.2 Complete Roof Drain Analysis
- 6.3.1.1.3 Preparation of preliminary proposed material and system specifications
- 6.3.1.1.4 Preliminary development of details and specifications
- 6.3.1.1.5 *Intentionally Omitted*
- 6.3.1.1.6 *Intentionally Omitted*
- 6.3.1.1.7 Site plan, including grading and drainage.
- 6.3.1.1.8 Preliminary development of details and large scale blow-ups.
- 6.3.1.1.9 Legend showing all symbols used on the drawings.
- 6.3.1.1.10 Outline specifications, in accordance with the CSI standards.
- 6.3.1.1.11 *Intentionally Omitted*
- 6.3.1.1.12 *Intentionally Omitted*
- 6.3.1.1.13 *Intentionally Omitted*
- 6.3.1.1.14 *Intentionally Omitted*

6.3.1.2 Structural Design Documentation Services. Where applicable, and on an ongoing basis, Consultant shall develop the specific structural system(s) and Schematic Design Documents in sufficient detail to establish basic structural system and dimensions, final structural design criteria, foundation design criteria, preliminary sizing of additional major structural components, critical coordination clearances, and outline specifications or materials lists. These Services shall also include the following:

- 6.3.1.2.1 Plan drawings with all structural members located and sized.
- 6.3.1.2.2 Footing, beam, column, and connection schedule.
- 6.3.1.2.3 Final building elevations.

- 6.3.1.2.4 Final structural design criteria.
- 6.3.1.2.5 Outline specifications.
- 6.3.1.2.6 Foundation drawings.
- 6.3.1.2.7 Soil retainage system.
- 6.3.1.2.8 Critical coordination clearances.
- 6.3.1.2.9 Drawings and Specifications and materials lists.
- 6.3.1.2.10 Typical sections.

6.3.1.3 Mechanical Design/Documentation Services. Where applicable, and on an ongoing basis, Consultant shall develop and expand mechanical Schematic Design Documents and develop outline specifications or materials lists to establish approximate equipment sizes and capabilities, preliminary equipment layouts, required space for equipment, required chases and clearances, acoustical and vibration control, visual impacts, and energy conservation measures. These Services also include the following:

- 6.3.1.3.1 Heating and cooling load calculations for each space and major duct or pipe runs sized to interface with structural elements.
- 6.3.1.3.2 Major mechanical equipment scheduled indicating size and capacity.
- 6.3.1.3.3 Duct work and piping systems substantially located and sized.
- 6.3.1.3.4 Water systems including solar heating and bio-reacted waste water.
- 6.3.1.3.5 Plumbing and irrigation systems.
- 6.3.1.3.6 Devices in ceiling located.
- 6.3.1.3.7 Legend showing all symbols used on the drawings.
- 6.3.1.3.8 Outline specifications.

6.3.1.4 Electrical Design/Documentation Services. Where applicable, on an ongoing basis, Consultant shall develop and expand electrical Schematic Design Documents and develop outline specifications or materials lists to establish criteria for lighting,

electrical, security, and telecommunications systems, approximate sizes and capacities of major components and Direct Digital Controls (DDC), preliminary equipment layouts, required space for equipment, and required chases and clearances. These Services also include the following:

- 6.3.1.4.1 All power consuming equipment and load characteristics.
- 6.3.1.4.2 Total electrical load.
- 6.3.1.4.3 Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned, showing capacities, and drawn to scale into the space allocated.
- 6.3.1.4.4 Complete preliminary site lighting design.
- 6.3.1.4.5 Outline specifications.
- 6.3.1.4.6 Lighting, power, telecommunications, and office automation devices and receptacles shown on the plan.
- 6.3.1.4.7 Final light fixture schedule.
- 6.3.1.4.8 Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas.
- 6.3.1.4.9 Riser diagrams.
- 6.3.1.4.10 Fire alarm riser system.
- 6.3.1.4.11 Energy management riser system.
- 6.3.1.4.12 Photovoltaic alternative energy systems.
- 6.3.1.4.13 Service entry feeds and generator relocations.
- 6.3.1.4.14 Energy conservation measures related to lighting and other potentials.
- 6.3.1.5 *Intentionally Omitted*
- 6.3.1.6 *Intentionally Omitted*

6.3.1.7 Materials Research/Specifications Services. Consultant shall prepare for Metro’s approval the proposed Special and/or Supplemental Conditions of the construction contract (the “Construction Contract”); develop architectural outline specifications or itemized lists and brief form identification of significant architectural materials, systems, and equipment and their criteria and quality standards; coordinate similar activities of other disciplines; produce a design manual, including design criteria and outline specifications or materials lists.

6.3.1.8 *Intentionally Omitted*

6.3.1.9 Project Development Scheduling Services. Consultant shall review and update previously established schedules for the Project.

6.3.1.10 Statement of Probable Construction Cost Services. Consultant shall update and refine the Schematic Design Phase Statement of Probable Construction Cost of the Project as it is related to the Construction Cost Budget and taking into consideration availability of materials and labor, Project delivery procedures, construction sequencing and scheduling, changes in the scope of the Project, and adjustments in quality standards. Completion of these Services shall result in the “Design Development Phase Statement of Probable Construction Cost.” If the Statement of Probable Construction Costs exceeds the approved budget, the Consultant shall, at the Consultant’s expense, redraw, revise, and/or value engineer the Project, if so directed by Metro, so that said estimate does not exceed the approved budget as adjusted by Metro. If Metro concludes that Consultant’s budget is inaccurate, program adjustments and/or alternates shall be prepared.

6.3.1.11 Value Engineering Services. Consultant shall lead a review team during the design development phase of the Project. Consultant shall provide an intensive analysis of the entire Project.

6.3.1.12 *Intentionally Omitted*

6.3.1.13 *Intentionally Omitted*

6.3.1.14 Land Use Planning and Building Permitting Services. Consultant shall coordinate its work with the work of Metro’s separate Metro contracts. Consultant will consult with the City of Portland as required to obtain building permits. Consultant will conduct informal meetings with City Planning staff to solicit and receive their comments with respect to the projects and any land use approvals that may be required. Consultant shall prepare written and graphic explanatory materials and appear as may be required on Metro’s behalf at all permitting agency meetings.

6.3.1.15 *Intentionally Omitted*

6.3.1.16 *Intentionally Omitted*

6.3.2 If Metro elects to proceed with value engineering, Consultant and its Subconsultants shall cooperate with Metro's value engineer by providing requested information and advising Metro and its value engineer, in good faith, concerning design changes that the value engineer may propose. Consultant shall make such changes as Metro may direct. Substantial changes inconsistent with previous Metro approvals may be compensated as Additional Services.

6.3.3 Consultant shall prepare and submit an updated Construction Cost Estimate based on an itemization of major categories within each specification division and otherwise in accordance with the provisions of this Contract.

6.3.4 Consultant shall submit the Design Development Documents to Metro, advise Metro of any adjustments to the Construction Cost Estimate, and request Metro's approval.

6.3.5 Consultant shall provide seven (2) sets of copies of all final drawings and written material.

6.4 Construction Documents Phase.

6.4.1 Based on Metro's approval of the Design Development Documents, and on Metro's authorization of any adjustments in the Project requirements or the Construction Cost Budget, Consultant shall prepare Construction Documents based on the approved Design Development Documents for Metro's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Project. Metro and Consultant acknowledge that in order to construct the Project, Metro's contractors will be required to provide additional information, including shop drawings, product information, product samples, and other similar submittals, which Consultant shall review.

6.4.2 The Consultant shall present Construction Documents at 85% and final stages for Metro's review and comment. The Consultant shall provide evaluation of budget, schedule, and response to program and design objectives at each stage.

6.4.3 The Consultant shall advise Metro of any recommended adjustments to the Project's "Approved Design Budget" indicated by changes in Project scope requirements or general market conditions.

6.4.4 The Consultant shall provide an independent estimate based on the 50% Construction Document stage. If the Consultant's estimate exceeds the "Approved Design Budget," the Consultant, at its expense, shall redraw, revise, and/or value engineer the Project, if so directed by Metro, so that the estimate is within the "Approved Design Budget." If Metro

concludes that Consultant's budget is inaccurate, program adjustments and/or alternates shall be prepared.

6.4.5 The Consultant shall assist Metro in connection with Metro's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

6.4.6 The Consultant shall participate in preapplication conferences and other formal and informal meetings with the governing local jurisdiction's planning and development staff to solicit and receive their comments with respect to the Project and any applicable land use approval conditions.

6.4.7 The Consultant shall attend governing agency meetings with Metro as required to assist Metro in obtaining guidelines for the Project from regulatory agencies having approval jurisdiction.

6.4.8 The Consultant will work with Energy Trust of Oregon ("ETO") on any portions of the Project which receive funding or other assistance from ETO.

6.4.9 The Consultant shall prepare written and graphic materials as may be required from time to time for Metro to obtain necessary uses, appeals, site, and other governmental permits and approvals.

6.4.10 Consultant shall assist Metro in preparing a Project Procedures Manual outlining all procedures to be followed for the processing, change orders, reporting, and control of all shop drawings, transmittals, submittals, substitutions, catalogs, Project reports, field orders, test reports, inspections, maintenance manuals, and other construction documentation. The Consultant is responsible for all Requests for Information and shall answer them as previously described in this Contract and Metro's General Conditions.

6.4.11 Consultant shall prepare a complete set of signed reproducible Construction Documents and Specifications as the deliverable Work Product of this phase and suitable for use as bidding documents.

6.4.12 The Consultant shall provide final selection and obtain approval, by Metro, of colors and materials.

6.4.13 Consultant shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

6.4.14 Consultant shall prepare and submit an updated Construction Cost Estimate based on the work depicted in the Construction Documents and in accordance with the provisions of this Contract.

6.4.15 Consultant shall submit the Construction Documents to Metro, advise Metro of any adjustments to the Construction Cost Estimate, and request Metro's approval.

6.4.16 Consultant shall not include in its Construction Documents Specifications, Special and/or Supplemental Conditions legal language establishing rights and/or duties inconsistent with Metro's standard form Construction Contract and General Conditions, without written acknowledgement and approval from Metro.

6.4.17 *Intentionally Omitted*

6.4.18 *Intentionally Omitted*

6.5 Procurement Phase.

6.5.1 The Consultant shall assist Metro with the solicitation process for the selection of the General Contractor. These duties shall include:

6.5.1.1 Assisting Metro in conducting pre-solicitation conferences with prospective contractors to familiarize contractors with the procurement documents and management techniques and with any special systems, materials, or methods called for by the documents.

6.5.1.2 Answering questions and evaluating substitution requests and issuing solicitation document addenda.

6.5.1.3 Assisting Metro with the preparation of all procurement packages including alternates if required, General Conditions, Instructions to Bidders/Requests for Proposals, solicitation forms, and other similar documents. Metro shall advertise, issue addenda, and print and distribute plans and specifications for bid.

6.5.1.4 Assisting Metro's review and analysis of solicitation responses and participation in pre-award conferences with the successful offeror to discuss procedures and applicable regulations.

6.5.2 The "Procurement Documents" shall consist of all procurement requirements and proposed Contract Documents that include the Construction Documents.

6.5.3 Upon completion of the Procurement Phase, Consultant shall produce a conforming set of the Construction Documents incorporating all addenda issued. Consultant shall provide Metro with two (2) complete, reproducible sets of plans and specifications marked as a "Conforming Set".

6.5.4 Consultant shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

6.6 Construction Phase.

6.6.1 Metro's Project Manager will be the lead construction administrator. Consultant will assist the Project Manager with construction administration, but will have sole responsibility for design. For the purposes of this section, "Contractor" means the General Contractor.

6.6.2 Consultant shall advise and consult with Metro during the Construction Phase as provided in this Contract and in Metro's General Contractor Contract and General Conditions as of the date of this Contract. Consultant shall have authority to act on behalf of Metro only to the extent provided in this Contract. Consultant will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, nor will Consultant be responsible for the failure of others to perform the construction work in accordance with the requirements of the Construction Contract Documents. Consultant shall be responsible for Consultant's negligent acts or omissions, but shall not have control over or charge of, and will not be responsible for, acts or omissions of Contractor or of any other persons or entities performing portions of the construction work.

6.6.3 Consultant's responsibility to provide Construction Phase Services commences with the execution of the General Contractor Contract and ends on the date Metro issues the final certificate for payment.

6.6.4 Compliance with Construction Schedule. Consultant shall review and become knowledgeable with the Contractor's construction schedule as accepted by Metro. Consultant's reviews, approvals, investigations, clarifications, interpretations, and all other activities needed shall be carried out in a prompt manner so as not to delay the Project in any way except if authorized in advance in writing by Metro.

6.6.5 Evaluation of the Work. Consultant shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the construction work completed, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Construction Documents. On the basis of the site visits, Consultant shall keep Metro reasonably informed about the progress and quality of the construction work as it is completed, and report to Metro (1) known deviations from the Construction Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the work.

6.6.6 Interpretation of Contract Documents. Consultant shall be the interpreter of the requirements of the Contract Documents in regard to compliance and workmanship in accordance with the Design Documents. Consultant shall render interpretations necessary for the proper execution or progress of the work upon written request of Metro. Unless a longer period is agreed to by Metro, Consultant shall render written decisions within five (5) working days of

receipt thereof on all claims disputes and other matters in question between Metro and the Contractor relating to the compliance with design of the work or the interpretation of the Contract Documents.

6.6.7 Change Orders.

6.6.7.1 Consultant shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Consultant shall provide a recommendation to Metro as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.

6.6.7.2 Consultant shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. Metro shall request these drawings from Consultant, who shall provide the drawings at no additional cost unless Metro designates the request as Additional Services. Consultant shall submit original tracing(s) and/or drawings and contract wording for change orders to Metro and Contractor for duplication and distribution.

6.6.8 Submittals.

6.6.8.1 For the purposes of this Contract, "Submittals" include any document or item submitted by the Contractor for review by Metro and/or the Consultant, including without limitation change orders, payment requests, requests for information, requests for substitution, shop drawings, project data, and samples.

6.6.8.2 Consultant shall review and approve or take other appropriate action upon Contractor's submittals but, except as otherwise provided by this Contract, only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

6.6.8.3 Consultant shall review Contractor's schedule of submittals and advise Metro on whether that schedule is complete. Consultant shall provide Metro with proposed revisions to this schedule and advise Metro on whether Metro should approve this schedule.

6.6.8.4 Consultant shall establish and implement procedures for expediting the processing, review and acceptance of Contractor's submittals. Consultant's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in Consultant's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) calendar days from its receipt by Consultant. Consultant's response to each submittal shall be a substantive and acceptable response.

6.6.9 Requests for Information. During the course of construction as part of the Services, all Requests for Information (“RFI”) must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed five (5) working days from its receipt by Consultant. Consultant’s response to each RFI shall be a substantive and acceptable response. This five-day time period shall not include time when a submittal is within Metro’s control or if the submittal is being reviewed by regulatory agencies. In no way does this provision reduce Consultant’s liability if it fails to prepare acceptable documents. If Consultant fails to respond to an RFI within the time required by this Section 6.6.9, Consultant shall be liable for any increase in construction cost as a result of the delay.

6.6.10 Testing.

6.6.10.1 Consultant shall review the testing and inspection reports of independent testing agencies, and make written recommendations to Metro as the evaluation of the report data dictates.

6.6.10.2 Consultant shall review and become knowledgeable with the Contractor’s construction schedule as accepted by Metro. Its reviews, approvals, investigations, clarifications, interpretations and all other activities needed shall be carried out in a prompt manner so as not to delay the Project in any way except if authorized in advance in writing by Metro.

6.6.11 Requests for Substitution. In consultation with the Project Manager, Consultant shall review the Contractor’s written requests for substitutions for specific products, materials, equipment, or systems, and other departures from the Construction Documents. Consultant shall promptly complete its review so as to not unnecessarily disrupt the orderly progress of the work as represented by the current construction schedule maintained by Contractor. Consultant shall provide to Metro a written recommendation on the subject request, explaining the basis for the recommendation.

6.6.12 Notices of Deficient Work. On the basis of on-site observations, Consultant shall keep Metro informed of the progress and the quality of the work, and shall endeavor to guard Metro against defects and deficiencies in the work. Consultant shall notify Metro in writing of any defects or deficiencies in the work by the Contractor or Contractor’s Subcontractors that Consultant may observe. However, Consultant will not be a guarantor of the Contractor’s performance.

6.6.13 As-Built Drawings. Consultant shall review and evaluate for Metro, Contractor’s as-built documentation of the actual construction performed during the Project that Contractor prepares and submits. As-builts are documents that show the actual construction performed during the Project, including changes necessitated by change orders, RFIs, and supplemental drawings/documents, detailed by Contractor.

6.6.14 Record Drawings. Consultant shall incorporate all construction information from as-built drawings, sketches, details, and clarifications, and prepare two sets of final record drawings (“Record Drawings”) for Metro. In addition, Consultant shall provide to Metro as-built drawings on AutoCAD. The final record drawings, specifications, and CAD discs shall be delivered to Metro within sixty (60) calendar days after receipt of all necessary written information. Consultant may insert the following notice on the Record Drawings: “These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Consultant has provided a review of such information consistent with its legal Standard of Care.”

6.6.15 Manuals / Warranties. Consultant shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.

6.6.16 Payment Statements. Consultant shall, in consultation with the Project Manager, review and certify the amounts due the Contractor and shall issue certificates in such amounts. Consultant’s certification for payment will constitute a representation to Metro, based on Consultant’s evaluation of the work and on the data comprising the Contractor’s application for payment, that, to the best of Consultant’s knowledge, information, and belief, the work has progressed to the point indicated and that the quality of the work is in accordance with the Construction Contract Documents. The foregoing representations are subject to (1) an evaluation of the work for conformance with the Construction Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Construction Contract Documents prior to completion, and (4) specific qualifications expressed by Consultant.

6.6.17 Project Completion. Consultant shall conduct inspections to establish or confirm the date of Substantial Completion and the date of Final Completion of the Contractor’s work. At Substantial Completion, Consultant shall review the Contractor’s punch list, conduct a visual inspection of the completed work, and prepare an updated punch list of conditions observed and recommending correction, completion, or replacement by the Contractor. Consultant shall review the Project again upon Final Completion to confirm compliance with the Construction Contract Documents, and shall issue a final certificate for payment representing to Metro to the best of Consultant’s knowledge and belief that the work is completed and in compliance with the requirements of the Construction Contract Documents.

6.6.18 Upon request of Metro and prior to the expiration of one year from the date of Substantial Completion, Consultant shall, without additional compensation, conduct a meeting with Metro to review the facility operations and performance.

6.6.19 Consultant’s mechanical, electrical, and specialty engineers and designers in conjunction with the Contractor’s specified training sessions will conduct a walk-through seminar of appropriate length and detail to explain to Metro personnel the specific operation of equipment and systems and assist in building start-up.

6.6.20 Consultant shall advise Metro of changes in applicable codes and regulations that have taken place after the Building Permit is issued as the Consultant becomes aware of them.

6.7 Additional Services. Consultant shall perform the following Additional Services when authorized or requested to do so in writing by Metro:

6.7.1 Make revisions in drawings, specifications, or other documents when such revisions are:

6.7.1.1 Inconsistent with approvals or instructions previously given by Metro.

6.7.1.2 Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Construction Documents.

6.7.1.3 Due to changes required as a result of Metro's failure to respond to a written request from Consultant within a reasonable time.

6.7.2 Provide Services made necessary by significant documented Metro-initiated changes in the Project, including but not limited to size, quality, complexity, Metro's schedule, or method of bidding and contracting for construction.

6.7.3 Provide consultation concerning replacement of work damaged by fire or other cause during construction and furnishing Services required in connection with replacement of that work.

6.7.4 Provide Services made necessary by the default of contractor(s), major defects, or deficiencies in the work of contractor(s).

6.7.5 Provide Services as directed by Metro that are not part of the Services of this Contract. Consultant shall notify Metro, in writing, prior to starting any of the Services that it considers the Services it has been directed to do as not part of the Services under this Contract.

6.7.6 Provide Services as an expert and/or witness for Metro in any mediation, arbitration, and/or trial in which Consultant is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

6.7.7 Provide training, adjusting, or balancing of systems and/or equipment.

6.7.8 For Consultant's Additional Services, the fee to be paid shall be determined in one of the following manners and identified as a part of the extra service authorization.

6.7.8.1 Metro may elect to negotiate a fixed fee for Additional Services.

6.7.8.2 Metro may elect to compensate Consultant on a time-and-material basis for the Additional Services based on the following criteria: (1) additional labor fee shall be calculated based on the approved hourly billing rates as listed below and an agreed upon level of efforts for the principals and employees of Consultant, and (2) actual expenditures made by Consultant on the Project and supported by receipts.

6.7.8.3 Metro may elect to negotiate a fixed fee for a portion of the Additional Services and agree on a time-and-material compensation for the remainder portion of the Additional Services.

6.7.8.4 Metro may elect to compensate Consultant on a percentage basis of the final negotiated pricing on change order work accomplished by the Contractor.

6.7.9 Rates for the Consultant and Subconsultants that include overhead, administrative cost, and profit as set forth in Exhibit D shall be utilized to calculate the fee for Additional Services. Sub-consultants' hourly rates indicated in Exhibit D include Consultant's administration fee/mark-up fee.

ARTICLE 7

Payment and Billing

7.1 Contract Price. Consultant shall perform the Services described in this Contract for a maximum price not to exceed ONE HUNDRED NINETY-SIX THOUSAND, SEVEN HUNDRED TWENTY-TWO AND NO/100 DOLLARS (\$196,722.00); including Reimbursable Expenses not to exceed three THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS (\$3,890.00). The Contract Price includes all fees, costs, and expenses of whatever nature. Nothing in this Contract requires Metro to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount paid to Consultant may be less than this amount.

7.2 Statement of Services. Payments on account of Services rendered and for reimbursable expenses authorized under this Contract shall be made monthly upon presentation of Consultant's proper Statement of Services, as follows:

7.2.1 Payment for Services will be based on the percentage of the Services performed by Consultant during the billing period. Contractor's Statement of Services will include an itemized statement of Services completed and Metro contract reference number. The Consultant will provide Statement of Services itemized in a manner specified by Metro to support Metro's allocation of services rendered and reimbursable expenses to specific project components.

7.2.2 Consultant's Statement of Services shall also provide Metro with statements of Additional Services rendered and Reimbursable Expenses incurred in the

preceding month. Consultant expressly waives any right to additional payment for any change in Services (“Change in Service”) if Consultant does not give timely written notice of the Change in Services and if such Services are not billed as Change in Services within sixty (60) days following their rendition.

7.2.3 No deductions shall be made from Consultant’s compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of construction changes other than those for which Consultant is liable.

7.2.4 Metro will pay Consultant based on these Statements of Service until the maximum Contract Price in Section 7.1 is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless Metro agrees to a change in the Scope of Work. If work is completed before the maximum Contract Price is reached, the Consultant’s compensation will be based on the Consultant’s Statements of Service previously submitted and approved by Metro.

7.2.5 Statements of Services will be sent to Metro, Attention: Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or to metroaccountspayable@oregonmetro.gov.

7.3 Reimbursable Expenses. “Reimbursable Expenses” are the direct costs expended by Consultant, Consultant’s employees, and Subconsultants for performance of Services rendered to complete the Project. Reimbursable expenses are in addition to compensation for Services and shall not exceed the maximum amount stated in Section 7.1 without prior authorization by Metro. Reimbursable expenses must be evidenced by copies of third-party itemized invoices or receipts delivered to Metro, and are limited to the types of actual expenses listed below:

7.3.1 General Reimbursable Expenses.

7.3.1.1 Long distance communications for which Consultant is charged an additional fee by Consultant’s communications provider.

7.3.1.2 Reproductions, postage, and handling of drawings and specifications and other documents, excluding reproductions of drawings, specifications, and other documents used by Consultant and Consultant’s Subconsultants.

7.3.1.3 Data processing and photographic production techniques when used in connection with Additional Services.

7.3.1.4 Third-party models and mock-ups requested by Metro.

7.3.1.5 The printing of master or reproducible sets of plans and project manuals including specifications.

7.3.2 Travel Expenses. All travel expenses must be approved in advance by Metro. Metro will only allow travel expenses when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All Consultant travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to Metro.

7.3.2.1 Mileage. Mileage will be reimbursed at the IRS-approved rate applicable to Metro employees.

7.3.2.2 Meals. The standard rate for meals is \$66.00 per day, subject to the following allocation: Breakfast (25%), Lunch (25%), Dinner (50%). Except in the event of necessary overnight travel as provided below, breakfast and dinner expenses shall be reimbursed only if Consultant, while acting within the course and scope of his/her duties under this Contract, is required to travel more than two (2) hours (a) before the start (for breakfast expense reimbursement), or (b) after the end (for dinner expense reimbursement) of Consultant's regular workday (8:00 a.m. to 5:00 p.m.). Lunch expense is reimbursable only if Consultant, while acting within the course and scope of his/her duties under this Contract, is required to travel overnight and begins or ends the journey, respectively, before or after 11:00 a.m. Breakfast and dinner expenses are reimbursable during Consultant's necessary overnight travel while acting within the course and scope of his/her duties under this Contract. Metro will not reimburse for cost of alcoholic beverages.

7.3.2.3 Lodging. Metro will reimburse Consultant for Consultant's actual cost of lodging up to the U.S. General Services Administration specified per-diem lodging rates for the locality. The standard per-diem rate for lodging in Portland is \$113.00 per day. Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

7.3.2.4 Other Travel Expenses. In addition to meals and lodging, travel expenses will be reimbursed for airfare and rental vehicles only if Consultant is acting within the course and scope of his/her duties under this Contract. Receipts are required for all out-of-state travel expenses. All Consultant representatives will fly "coach class," unless Consultant personally pays the difference. All Consultant representatives will be limited to economy or compact size rental vehicles, unless Consultant personally pays the difference.

7.3.3 Special Expenses. For any exceptions to the expense items listed above, Consultant must obtain the separate written approval of Metro prior to incurring any expense for which reimbursement will be sought. Metro will not pay any mark-up over actual allowable reimbursement costs. Any costs associated with recordkeeping or labor to create reproductions of receipts is considered indirect overhead and therefore part of Consultant's Professional Hourly Rates.

7.4 Payment. Metro will pay Consultant within 30 days of receipt of a complete Statement of Services or within 15 days after approval of Consultant's Statement of Services. If Metro determines that Consultant's Statement of Services is not complete, Metro will send a

written notice to Consultant requesting the necessary information to complete the Statement of Services. The time periods provided in this Section will run from the date Metro receives the necessary information to complete the Statement of Services.

7.5 No increase in Consultant's fee will be due from change orders generated during construction to the extent caused by Consultant's error or omission.

7.6 Regardless of the structure of Consultant's fee, the fee may be adjusted downward if the Services to be provided under this Contract are reduced by Metro in accordance with this Contract.

7.7 Metro's Right to Withhold Payments. Notwithstanding the other provisions in this Article 7, Metro shall have the right to withhold from payments due to Consultant such sums as necessary, in Metro's sole determination, to protect Metro against any loss, damage, or claim that may result from Consultant's performance or failure to perform under this Contract, or failure of Consultant to make proper or timely payment to any supplier or Subconsultant.

ARTICLE 8

Dispute Resolution

8.1 Mediation. Both Parties shall endeavor to negotiate resolutions to all disputes arising out of this Contract. Any controversy or claim arising out of or relating to this Contract that remains unresolved after such negotiations shall be submitted to mediation prior to the commencement of litigation.

8.1.1 The mediator shall be an individual mutually acceptable to both Parties. Should the Parties lack specific recommendations for a mediator, the Parties shall look to the local circuit court or the Oregon Dispute Resolution Commission. Each Party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two Parties. If the Parties cannot agree on a mutually acceptable mediator within 60 days of the date one party submits a written request for mediation to the other party, a party or parties may proceed to litigation pursuant to Section 8.2.

8.1.2 Both Parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement on both Metro and Consultant. The schedule and time allowed for mediation shall be mutually acceptable. The mediation process is nonbinding.

8.1.3 Consultant agrees to consolidation of any mediation between Metro and Consultant with any other mediation involving, arising from, or relating to this Contract or the Project.

8.2 Litigation. All disputes not resolved by mediation shall be decided exclusively by a court of competent jurisdiction in Multnomah County under the laws of the State of Oregon.

8.3 Work to Continue Notwithstanding Dispute. In no event shall submission of a dispute arising out of this Contract by either Party relieve Consultant of its obligation to fully perform the requirements of the Contract as directed by Metro pending resolution of the dispute pursuant to the procedures set forth in this Article. In the event that Consultant, in Metro’s opinion, fails to fully perform the requirements of the Contract pending resolution of a dispute, Metro shall be entitled to exercise its rights to impose adjusted payments pursuant to Section 6.7, and/or terminate the Contract pursuant to Section 5.13.

Having read and fully understood all terms and conditions of this Contract, the parties have executed this Agreement, effective as of the last date of signature set forth below.

CONSULTANT

METRO

Name of Consultant Firm

Signature

Printed Name and Title

Date

Signature

Printed Name and Title

Date

APPROVED AS TO LEGAL FORM

Metro Attorney

Hatfield Hall Roof Replacement & Parapet Repairs

Exhibit A - 308001 Carleton Hart Architecture – Scope & Fee by Phase

Phase 1 – Preliminary	\$35,444.00
<ul style="list-style-type: none">• Meet with Metro to review and confirm project scope• Refine and review project schedule with Metro• Site visit to review existing conditions• Roof analysis and re-roofing options coordination• Review of fall protections systems.• Structural analysis coordination• On-site roof structure investigation and documentation• Off-site documentation• Structural analysis and report preparation• Coordination with consultants and preparation of project scoping, roof options and cost analysis document for review with Metro• Review Metro OSHA requirements• Meet with Metro to review scoping document and select preferred roofing system• Structural analysis to determine if structural capacity exists for an Eco roof installation• Review on-roof existing conditions for Eco roof viability• Review design review requirements• Provide Eco roof options• Provide Eco roof cost estimates• If an Eco roof is feasible [provide a cost/benefit analysis of energy savings• Compile a summary report• Review feasibility study with Metro	
Phase 2 – Schematic Design	\$19,599.00
<ul style="list-style-type: none">• Visit site to begin existing conditions drawings• Perform invasive investigations of existing details and conditions as required to verify existing conditions and understand underlying conditions• Complete roof drain analysis• Develop existing base sheets• Begin preparing proposed material and system specifications• Begin development of details and specifications• Prepare preliminary budget numbers• Meet with Metro to review progress and initial cost estimate	

Hatfield Hall Roof Replacement & Parapet Repairs

Phase 3 – Design Development **\$33,928.00**

- Visit site to review details and clarify existing conditions as required
- Document set drawing sheet requirements and number established
- Continue development of details and specifications
- Specifications ready for team review - clarify and coordinate Division 1 section
- Develop a statement of probably cost based on unit costs.
- Meet with Metro to review progress and cost statement

Phase 4 – Construction Documents **\$55,415.00**

- Visit site to review details and clarify existing conditions as required
- Complete development of contract documents and bidding documents package, including drawings and specifications
- Finalize fall protection system requirements and methods with Metro
- Coordinate bidding information required in specifications with Metro
- Update the statement of probably cost as required plus 10%
- Meet with Metro to review documents and final cost statement
- Provide metro with full set of drawings and specifications

Phase 5 – Permitting & Bidding **\$ 6,511.00**

- Respond to plans examiner questions with corrections/clarifications and document revisions as required
- Assist owner with bid request language
- Attend contractor pre-bid conference
- Receive and process bidding questions and requests
- Assist with preparation of addenda as necessary in response to contractor questions
- Review substitution requests
- Assist Metro in reviewing bids and evaluation of bidder qualifications

Phase 6 – Construction Administration **\$41,935.00**

- Attend pre-construction “kick-off” meeting
- Serve as point of contract for contractor communications
- Attend twelve (12) weekly construction meetings during construction
- Provide weekly on-site observation and summary reports after each visit. Provide revisions to documents as required by changes in the work or due to unknown conditions.
- Answer requests for information (RFI’s) to clarify contractor’s questions during construction
- Review shop drawings and submittals
- Assist with change orders and prepare construction change directives
- Review General Contractor’s Certificate of Payment if requested

Hatfield Hall Roof Replacement & Parapet Repairs

- Prepare and perform punch list
- Prepare certificate of substantial completion for work
- Perform final inspection
- Review project close out documents
- Record drawings: prepare Auto CAD record documentation recording any redlines from contractor's permitted set and responding to Owner's comments



Request for Proposals 3399

Design and Engineering Services for Roof Replacement and Parapet Wall Repair

Notice is hereby given that proposals for RFP 3399 for Design and Engineering Services for Roof Replacement and Parapet Wall Repair shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until 2:00 p.m. Pacific Time on September 21, 2017. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and conditions.

oregonmetro.gov

Metro
600 NE Grand Ave.
Portland, OR 97232-2736

EXHIBIT B

Page 1 of 16

RFP 3399**Design and Engineering Services for Roof Replacement and Parapet Wall Repair****I. Introduction**

Metro, acting by and through the appointed Metropolitan Exposition Recreation Commission (MERC), is requesting proposals for Design and Engineering Services for the Roof Replacement and Parapet Wall Repair for the Antoinette Hatfield Hall. Proposals will be due as indicated on the RFP cover page.

Pre-Proposal Conference

A voluntary pre-proposal conference will be held at Hatfield Hall, 1111 SW Broadway on September 7, 2017 at 9:00 a.m. Interested proposers and subcontractors are encouraged to attend the conference in order to gain information about the RFP requirements

Details concerning the project and proposal are contained in this document.

II. Background/History of Project

The roof of Hatfield Hall, located at 1111 SW Broadway, Portland Oregon, 97205 is past its useful life. Additionally the parapet wall assemblies and surfaces are damaged as a result of improper detailing and are in need of repair. MERC requires architectural, roofing consulting, and engineering design services from a qualified firm for the purpose of preparing comprehensive construction documents to be used for soliciting bids for construction for the Hatfield Hall Roof Replacement and Parapet Wall Repair.

III. Proposed Scope of Work/Schedule

MERC is seeking proposals from qualified firms to provide roof and parapet wall design solutions for use with bidding and construction that include the following: Complete all steps as listed in the document to study, recommend, design, prepare all documentation required for bidding and oversee construction to replace the roof and repair the parapets at Hatfield Hall.

Scope of Work

- Review of project parameters, including:
 - Structural, seismic, and wind loading design considerations
 - Parapet wall panel connections & design
 - Parapet wall cap and “envelope” performance
 - Other Exterior Insulated Finish System details and connections
 - Water ingress mitigation
- Existing condition review and inspection, including:
 - All roof areas – flat built-up sections as well as standing seam sloped sections
 - Flashing details
 - Slopes to drains – direction and degree
 - Window wall coping and joint details
 - Areas/”gutters” around sloped roof bases – these areas currently leak and contain organic materials
 - Scuppers and downspouts
- Recommendations and documentation as outlined in this scope of work.
- Cost estimates for options listed, with life cycle costs included in estimates.
 - Green or Eco Roof Options per City of Portland Green Building Policy
 - Roofing System Options
 - Parapet wall panel materials/design options
- Incorporation of approved recommendations into complete design and detailing plan sets (Including Record Sets upon completion).

RFP 3399**Design and Engineering Services for Roof Replacement and Parapet Wall Repair**

- Only a complete design for selected roofing system is to be provided. It is expected that any green/eco roof options will be pursued at MERC's request and subject to a separate proposal.
- Bid document preparation including:
 - Demolition plan preparation
 - Construction plan sets
 - Specifications
- Review of construction bids.
- Construction Administration.
 - Submittal review
- Closeout and Warranty Services.

Outline of Basic Services/Deliverables

Without limiting any obligations arising under law, Consultant's Basic Services are listed for the phases described below and include normal Architectural, Roofing Consultant, Energy Consulting, Structural, Mechanical, Electrical, and Plumbing services as required.

Schematic Phase

- Consultant shall prepare a project scoping document with the Owner to ascertain the requirements of the Project and shall review Consultant's understanding of such requirements with Owner.
- Consultant shall provide a preliminary evaluation of the project scope and the project budget requirements, each in terms of the other.
- Consultant shall review with Owner alternative approaches to design and construction of the Project including cost benefit analysis with payback estimates for proposed design solutions.
- Based on the mutually agreed upon scope and project requirements, Consultant shall prepare, for approval by owner, Schematic Design Documents consisting of drawings and other documents illustrating the scope and interrelationship of Project components.
- Consultant shall submit to owner a Statement of Probable Construction Cost based on area, volume, or other unit costs, in conformity with all elements of the Schematic Design Documents.

Design Development Phase

- Based on the approved Schematic Design Documents and any other adjustments authorized by owner of Project budget, Consultant shall prepare, for approval by owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to architectural, building envelope, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
- Consultant shall submit to owner a further Statement of Probable Construction Cost, in conformity with all elements of the Design Development Documents.

Construction Documents Phase

- Based on the approved Design Development Documents and any further adjustments authorized by Owner in the scope or quality of the project or in the project budget, Consultant shall prepare, for approval by Owner, Construction Documents consisting of Drawings, Specifications, and other items as may be required to detail the requirements for the construction of the entire project for public bidding in accordance with good design practice and all requirements of agencies having jurisdiction over the work.

RFP 3399

Design and Engineering Services for Roof Replacement and Parapet Wall Repair



Metro
600 NE Grand Ave.
Portland, OR 97232-2736

- Consultant shall provide all documents for the Project in a format and on media approved by Owner with a base minimum of drawings completed using AutoCad or similar program.
- Consultant shall provide in the Construction Documents all of the necessary bidding information, including site plans, floor plans, elevations, sections and details, and specifications sufficient to show all the requirements of the work. If required by Owner, Consultant shall prepare the Construction Documents for additive alternate bids, unit prices, and phasing of the work.
- The substantial aspects of the design as indicated by the Construction Documents and Specifications shall comply with the requirements and regulations adopted pursuant to the Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act (ADA), and all requirements of local and state building, fire, mechanical, electrical and other codes in effect at the time of completion of the Construction Documents Phase of work. Consultant shall prepare the required documents for the approval of federal, state, and local governmental authorities having jurisdiction over the project and shall be responsible for obtaining all necessary approvals.
- Consultant shall provide such additional information as may be required by regulatory agencies in order for such agencies to certify the relevant applications as complete.
- Consultant shall submit to Owner a final Statement of Probable Construction Cost of the Project, including a bidding and design contingency of ten percent (10%)

Bidding Phase

- Consultant, following Owner's approval of the Construction Documents and the final Statement of Probable Construction Cost, shall assist Owner by preparing the publication ready electronic and paper originals for the Project Manual, and the Construction Documents. Consultant shall participate in a pre-bid conference, prepare addenda, review bids, and assist in evaluating bidder's qualifications.

Construction Phase

- The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is approved by Owner and all close out documentation is completed.
- Consultant shall administer the Construction Contract as set forth herein, and the extent of Consultant's duties and responsibilities and the limitations of Consultant's authority as assigned hereunder shall not be modified without the written consent of both parties.
- Consultant, as the representative of Owner during the Construction Phase, shall advise and consult continually with Owner. Both Consultant and owner shall at all times have access to the Work wherever it is in preparation or progress. Instructions to the contractor shall be issued through the owner designated representative. Consultant shall provide Owner with copies of all correspondence relating to the Project and shall promptly inform Owner of any circumstances affecting the quality, cost or completion of the work. Consultant shall organize a system of filing and transmitting all documents and correspondence relating to the project.
- Owner shall have the right to make all final determinations whether an item or material, proposed by the contractor as a substitute for a specified item or material, equals or exceeds the quality of that specified in the Construction Documents. Owner shall make a final determinations within seven (7) days after receipt of written request by Consultants.
- For the Contract fee, Consultant, appropriate staff personnel, and Consultant's consultants, shall make periodic visits to the site, as approved by Owner in advance, for familiarization generally with the

RFP 3399

Design and Engineering Services for Roof Replacement and Parapet Wall Repair



progress and quality of the work, conformance with the design intent and as required for completion of record drawings. Consultant shall plan for weekly site meetings and specified meetings above.

- Consultant shall provide additional inspection services beyond those described herein upon request of Owner. Consultant will provide a proposal for additional work requested.
- Consultant shall in the first instance, interpret and explain the requirements of the contract documents, and be judge of the performance thereunder by the contractor. Consultant shall make the initial decision on all claims and questions of the contractor relating to the execution and progress of the Work, and on all other matters or questions related thereto.
- Consultant shall have authority to reject Work which does not confirm to the contract documents. Whenever, in Consultant's reasonable opinion, Consultant considers it necessary or advisable to ensure the proper implementation of the intent of the contract documents. With Owners Approval, Consultant will have authority to require special inspection or testing of any Work in accordance with the provisions of the contract documents, whether or not such work be fabricated, installed, or completed.
- Consultant shall review and accept (as complying with design concept and the requirements of the contract documents) or take other appropriate action upon the contractor's submittals such as shop drawings, product data, and samples. Such action shall be performed within 5 working days after receipt of the contractors' submittals. Consultant's acceptance of a specific item shall not indicate approval of assembly of which the item is a component.
- Consultant shall prepare Change Orders for Owner's approval and execution in accordance with the contract documents. Consultant shall have authority to order minor changes in the work not involving an adjustment in Contract Sum or an extension of Contract Time, and not inconsistent with the intent of the contract documents. Consultant shall notify Owner in writing, on a form approved by Owner, of all changes including authorized extras at no additional cost.
- Consultant shall conduct inspections to determine the dates of Substantial Completion and Final Completion as defined in the contract documents. Consultant shall determine theater of Substantial Completion and issue a Certificate of Substantial Completion allowing for beneficial occupancy by Owner. The Certificate of Substantial Completion shall set a reasonable time for the contractor to complete the work and to correct any deficiencies noted by Consultant. Consultant shall make recommendations (based on then current market values and labor costs) of the amounts of payment to be withheld by Owner until the deficiencies are corrected and the Work completed. Consultant shall receive, review, and transmit to Owner written guarantees, warranties, and related documents assembled by the contractor. Consultant shall issue a final Certificate for payment upon final completion of the work.
- Consultant shall not be responsible for (1) construction means, methods, techniques, sequences or procedures; or (2) the safety precautions or programs of the Contractor, or (3) any acts or omissions of the contractor, any subcontractor, or any of the Contractor's or subcontractors' agents or employees, or of any other person performing any of the work.
- Consultant shall furnish Owner, within 60 days after final completion of the work, one (1) electronic copy of record drawings (as-builts) showing significant changes in the work made during construction based on marked up prints, drawings and other data furnished by the contractor. The Consultant shall take and incorporate the redline comments from the contractor, project RFI and change order directives, and update with those changes into the As Build drawings and space electronically for the use by MERC.

RFP 3399**Design and Engineering Services for Roof Replacement and Parapet Wall Repair**

Metro
600 NE Grand Ave.
Portland, OR 97232-2736

MERC intends to award this to a single firm to provide the services required. The term of the contract is anticipated to be October 2017 through June 2019. Metro reserves the right to award additional contracts from this RFP during the above stated term. A tentative schedule is as follows:

- 11/2017 Investigation Completed
- 12/2017 Recommendations
- 1/2018 Design Approval
- 2/2018 Design Completed
- 4/2018 Bidding Completed
- 5/2018 Construction Contract Executed
- 7/2018 Construction Start
- 11/2018 Project Complete

IV. Qualifications/Experience

Proposers shall have the following experience:

1. Minimum five (5) projects specifying commercial systems/products and completion of re-roofing projects for larger commercial buildings.
2. Demonstrated experience with roofing structural assessments on existing buildings.
3. Demonstrated experience with commercial/industrial or public roofing projects over 20,000 square feet
4. Demonstrated experience with multiple commercial roofing products.
5. Demonstrated experience with solving building envelope problems

V. Proposal Instructions**A. Submission of Sealed Proposals**

Three (3) paper copies and one (1) electronic version of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services
Attn: Julie Hoffman RFP 3399
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.**C. RFP as Basis for Proposals**

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to bidsandproposals@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 2:00 pm on September 14, 2017.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

RFP 3399**Design and Engineering Services for Roof Replacement and Parapet Wall Repair****VI. Proposal Contents**

The proposal should contain no more than twenty (20) pages of written material (excluding biographies, resumes and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

A proposal template is available at <http://www.oregonmetro.gov/how-metro-works/contract-opportunities/current-requests-bids-and-proposals>. The proposal template is optional to use and proposers will not receive any preference or penalty for using the provided template. The template is not customized to each RFP. It is the proposer's responsibility to ensure that proposals include all information requested and follow the instructions listed in this RFP document.

- A. **Transmittal Letter:** Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. **Approach/Project Work Plan:** Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.
- C. **Staffing/Project Manager Designation:** Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.
- D. **Experience:** Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. **Cost/Budget:** Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and sub-consultant fees (if any). Requested expenses should also be listed. Indicate formula for annual rate increases, if appropriate. This formula shall include factors such as CPI adjustments or other adjustments based on common indices. The formula shall not include additional profit.
- F. **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. Metro's Equity in Contracting Program encourages the use of minority-owned businesses, woman-owned businesses, businesses that service disabled veterans own and emerging small businesses, as defined under State law in ORS Chapter 200 and as certified by the Certification Office of Business Inclusion and Diversity (referred to here as COBID Certified Businesses) to the maximum extent practical.

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.

RFP 3399

Design and Engineering Services for Roof Replacement and Parapet Wall Repair



Section 1: *To be completed by all proposers*

- **Certification:** Is your firm a COBID Certified Business? If yes, indicate the state of certification, all certification types and your firm's certification number.
- **Demographics:** Describe the diversity in demographics of the proposal team (yourself, your firm and/or any proposed subcontractors). Include race, gender, veteran status and disability. You may also include other measures of diversity, as defined in Section F above. Identify the diverse nature of the people 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.

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 COBID Certified 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 COBID Certified Businesses participated. 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
 - COBID Certified Business goal percentage, if applicable, and COBID Certified Business achievement percentage
 - COBID Certified Business award and expenditure amount

G. 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

RFP 3399

Design and Engineering Services for Roof Replacement and Parapet Wall Repair



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.

- H. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

VII. General Proposal/Contract Conditions

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include the Metro contract number, an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest: A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of

RFP 3399

Design and Engineering Services for Roof Replacement and Parapet Wall Repair



the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

- F. Intergovernmental Cooperative Pursuant to ORS 279A and the Metro Local Contract Review Board Rules, 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 proposer 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 proposer specifically declines to participate in the program by indicating this in their transmittal letter, the proposer agrees to participate in the Intergovernmental Cooperative Purchasing program.

VIII. Evaluation of Proposals

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of firm(s). Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

Evaluation Criteria	Score Breakdown		Percentage of Total Score
Project Work Plan/Approach			35
Demonstration of understanding of the project objectives	20		
Performance methodology	15		
Project Staffing Experience			35
Project consultant/staff experience	20		
Similar project experience	15		
Diversity in Employment and Contracting	Utilizing subcontractor	Not utilizing subcontractor	20
Section 1:			
• Certification	5	5	
• Demographics	3	5	
• Support	3	5	
• Firm Activity	2	2	
• Community Activity	3	3	
Section 2:			
• Subcontractor Information	2	0	
• Projects	2	0	
Sustainable Business Practices			10
Environment	4		
Economy	4		
Community	2		
TOTAL			100%

RFP 3399**Design and Engineering Services for Roof Replacement
and Parapet Wall Repair****IX. Appeal of Contract Award**

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) working days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Metro Procurement Officer, 600 NE Grand, Portland Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

X. Notice to All Proposers – Standard Agreement

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement rising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.

RFP 3399**Design and Engineering Services for Roof Replacement and Parapet Wall Repair**

Exhibit A, Standard Agreement

Metro Contract No. XXXXXX

Personal Service Agreement over \$50,000

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Company Name, referred to herein as "Contractor," located at address, City, State Zip.

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 Month XX, 201X and shall remain in effect until and including Month XX, 201X, unless terminated or extended as provided in this Agreement. IF CONTRACT IS SUBJECT TO RENEWAL OR EXTENSION, INCLUDE SUCH LANGUAGE i.e. This agreement may be renewed or extended for XX additional one-year periods at Metro's sole discretion.
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.** Metro 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 XXXXXXXX AND XX/100THS DOLLARS (\$XXXXXX.XX). Payment shall be made by Metro on a Net 30 day basis upon receipt 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, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

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

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro. Contractor shall email Certificate of Insurance to submitdocuments@oregonmetro.gov. Certificate of Insurance shall identify the Metro 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 arising out 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.

RFP 3399**Design and Engineering Services for Roof Replacement
and Parapet Wall Repair**

Exhibit A, Standard Agreement

Metro Contract No. XXXXXX

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 are the property of Metro, 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 Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

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 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, 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 and the staff of the Metro Auditor, 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.

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 or establish that any portion of any claim made against Metro is not warranted, 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.

RFP 3399**Design and Engineering Services for Roof Replacement
and Parapet Wall Repair**

Exhibit A, Standard Agreement

Metro Contract No. XXXXXX

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 Metro, informing Metro 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 Metro.

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 Metro. 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 Metro.

9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro 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 Metro's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro 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.

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

RFP 3399

Design and Engineering Services for Roof Replacement and Parapet Wall Repair



Exhibit A, Standard Agreement

Metro Contract No. XXXXXX

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 Metro, 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 METRO to enforce a provision of the Contract is not to be construed as a waiver by METRO 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: Contractor Contact
Firm Name
Address
City State Zip
XXX-XXX-XXXX fax

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

With Copy to: Project Manager
Address
City State Zip
503-XXX-XXXX fax

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

RFP 3399**Design and Engineering Services for Roof Replacement
and Parapet Wall Repair**

Exhibit A, Standard Agreement

Metro Contract No. XXXXXX

Attachment A**1. Purpose and Goal of Work****2. Description of the Scope of Work****3. Deliverables/Outcomes****4. Payment and Billing**

Contractor shall perform the above work for a maximum price not to exceed XXXXXXXX AND XX/100TH DOLLARS (\$XXXXXX.XX).

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

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.

REQUEST FOR PROPOSALS

METRO CONTRACT NO. 308001 For

DESIGN & ENGINEERING SERVICES FOR ROOF
REPLACEMENT & PARAPET WALL REPAIR #3399

METRO

SEPTEMBER 21, 2017

ORIGINAL



CARLETON HART
ARCHITECTURE



CONTENTS

Transmittal Letter 1

Approach / Work Plan 1

Staffing..... 5

Experience 6

Diversity..... 9

Sustainable Business Practices..... 12

Exceptions..... 13



CONTRACT NEGOTIATION,
ADMINISTRATION, AND SIGNATORY

Bill Hart
Carleton Hart Architecture
830 SW 10th Ave #200
Portland OR 97205

t: 503.206.3180
f: 503.243.3261
e: bill.hart@carletonhart.com

BUSINESS COMPLIANCE

Portland Business License #423357

Oregon DBE/MBE #343

The firm is an S Corporation and
was established in 1994

BILL HART CERTIFIES THAT THE
INCLUDED TEAM IS ABLE TO
PERFORM ALL WORK AS OUTLINED
IN THIS PROPOSAL AND HE IS
CERTIFIED TO SIGN ANY RESULTING
CONTRACT.

NO REDACTIONS ARE REQUIRED

SEPTEMBER 21, 2017

Ms. Julie Hoffman
Metro Procurement Services
600 NE Grand Avenue
Portland, OR 97232-2736

RFP: 3399 DESIGN & ENGINEERING SERVICES FOR ROOF REPLACEMENT & PARAPET WALL REPAIR

Dear Ms. Hoffman and Members of the Selection Committee,

Roofing projects have specific demands and require consultants who have a diverse body of experience, are focused in their work, and are flexible in their approach to projects. Through our work with Metro, Multnomah County, The City of Portland, Trimet and The Port of Portland over the past 2 decades, we have come to anticipate the challenges that roofing projects entail. We have met and worked with incredibly skilled Metro personnel on a wide range of projects, making our association with Metro a rewarding experience for members of our firm. We look forward to the possibility of continuing to work with roof and building envelope projects in the years to come.

The internal project team that we are proposing, led by Bill Hart as principal-in-charge and project manager Scott Palmer, offers strong management skills, well-balanced and diverse project backgrounds, and direct experience in working within the framework of Metro's standards and project delivery processes. We have teamed with Professional Roof Consultants, KPFF, MFIA, EPE, and Ecotone for this proposal and have years of experience working together as a team. Our team is experienced, passionate about their work, highly interactive with clients and stakeholders, and enthusiastic about problem solving.

Thank you for allowing us to share our qualifications with you. If you have any questions, please do not hesitate to contact me.

Sincerely,

Bill Hart, AIA
Principal



CHA IS ESTABLISHED AS AN S CORPORATION AND WAS ESTABLISHED IN 1994.

CHA CURRENTLY HAS 29 EMPLOYEES, 17 OF WHICH ARE REGISTERED ARCHITECTS.

APPROACH/PROJECT WORK PLAN

After a careful review of your stated project goals and objectives, we've assembled a team of experienced individuals to develop an approach/work plan to effectively exceed your requirements of this project. Metro has seen most of this team before on the successful roof replacement of Metro's own Oregon Convention Center, a 314,000 sf roof replacement that was phased over two years. This particular project is very similar to the Keller Auditorium project considering it's size, project scope, construction and the exploration of sustainable building features. Strong communication and frequent meetings are integral elements to the success of the project and they occur throughout the design and construction process.

CHA's approach to project and team management is systematic and comprehensive. Through years of refinement, we have developed an organization that allows us the flexibility and efficiency to assign individuals and develop an experienced team which responds to the challenges and opportunities of each project.

Scott Palmer, as project manager will lead the project throughout the duration. Jon, Steven, Erik and Dan will provide day-to-day project design, documentation and construction observation. Supporting team members will be selected as required to meet the goals and scope of the project.

Accurate Construction Cost Estimating

In order to provide the most accurate cost estimating possible we work closely with our cost estimators at PRC. Their staff have extensive experience with cost estimating for roof replacement, roofing systems and ecoroofs in a variety of construction materials and systems. With our long standing relationship, communication between offices is very consistent. Our process and openness allows us to review and evaluate each others' work to make sure we are in complete alignment. In addition, CHA and PRC have a network of consultants and contacts who keep us abreast of construction activity and the bidding climate. For example, if a facility's roof plan is larger and we know of another entity which also has several large roof plans coming out to bid about the same time, we can anticipate the bidding climate and recognize the number of eligible bidders available. With that in mind, perhaps bidder qualifications are revised in the Contract Specifications.

Quality Assurance and Control for Deliverables

Our philosophy on quality assurance is that it starts on day one and is carried through completion of the project. We achieve this through establishing clear project objectives, complete interface definition, realistic project schedule, and defining quality assurance goals. By providing each member of the team with a thorough knowledge of the Owner's goals and needs, and involving key consultants throughout the project development, we feel that our consultant team's work will be more complete and accurate. Scott Palmer leads our office wide QA/QC program. His attention to both schedule and detail gives our clients peace of mind. In the end, all completed work is consistent with their expectations as well as those of Carleton Hart.

As project manager, Scott will review architectural and consultant work at the end of each phase of the project (SD, DD, 90% CD and final CD), verifying that plans are complete and consistent with each other. And because nobody is perfect, we employ a system of checks throughout the progress of our work. Regularly scheduled consultant meetings help us with consistent coordination of our drawings.

Approach to Tracking Staff Hours

As previously mentioned our accounting system tracks the hours of all staff members associated with a project or task. It's the role of our Project Manager to make sure to monitor the performance of staff and hours that have been assigned to each task. Our goal is to communicate with the design team and share with them our budget and the hours uniquely assigned to them. Each month our accounting system develops a breakdown

of expended hours which is closely reviewed by the Project Manager. Any deviation from the budget is quickly addressed to understand the reasons for the variance as it becomes part of our institutional memory.

Scheduling

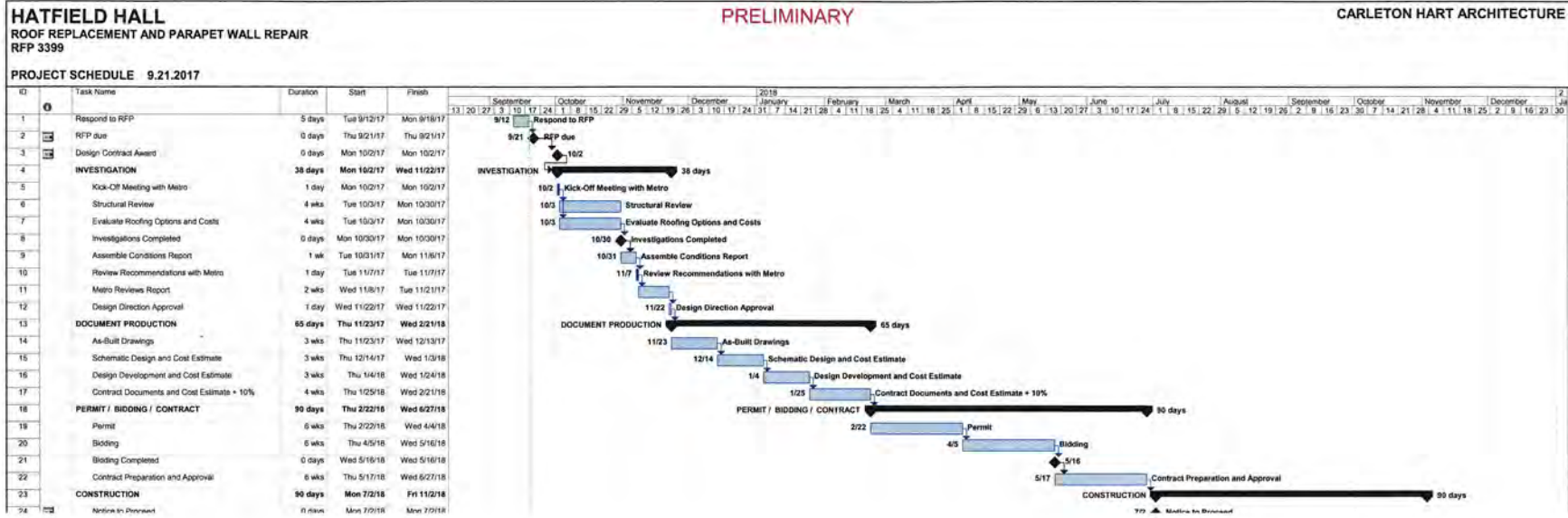
CHA is very sensitive to Metro’s need to properly manage schedules and meet necessary timelines. We are accustomed to working on projects that have hard and fast deadlines, extensive review processes, and drop-dead completion dates. Managing the overall schedule, we overlay our team’s efforts with Metro’s internal processes and the overall construction schedule, and then track the critical path through the project effort. Scott will work with Metro to coordinate the work effort and monitor staffing to make sure we can meet our deadlines. This project management process is shared with our consultants to make sure the design team efforts are fully coordinated.



Proposed Project Work Plan

Below is our proposed project approach. It’s been tested and evolved based on our experience with Metro and the Oregon Convention Center. This is the approach we recommend and it involves several phases: Project Kick-off/Team Building; Pre-design; Schematic Design; Design Development; Construction Documents; Permitting and Bidding; Construction; and Project Close-out.

<p>Schematic Design</p> <p>The schematic phase is an opportunity to review the existing and developing plans as a team and to confirm or reassess the previous conclusions drawn. This phase also provides a rough understanding of the likely construction costs. Since the team acknowledges the importance of bidding the work as early in 2018 as possible, this phase and the following phases will be relatively short.</p>	<ul style="list-style-type: none"> • Visit site to verify existing conditions. • Create existing conditions plans and details. • Complete roof drain analysis • Begin initial details. • Begin preparing proposed material and system specifications. • Prepare rough budget numbers. • Revisit initial design direction with team members to verify commitment to initial assessment and to ensure confidence in direction to proceed with design development.
<p>Design Development</p> <p>CHA staff will lead an integrated design process that enables all consultant team members to work and communicate in a highly collaborative effort. Construction costs will be monitored to track conformance with initial estimates.</p>	<ul style="list-style-type: none"> • Visit site to verify detailing and existing conditions as required. • Document set drawing sheet requirements and number established. • Plan sheets mostly completed. • Majority of typical details in development or completed. • Specifications ready for team review. Clarify and coordinate Division 1. • Prepare updated budget estimate.
<p>Construction Documents</p> <p>The integrated design process will continue throughout the construction document phase, with regular project and consultant team communication and coordination. The final product of this phase will be documents ready to be published for permitting and bidding.</p>	<ul style="list-style-type: none"> • Visit site to verify detailing and existing conditions as required. • Develop the 100% construction and bidding document package, including drawings and specifications. • Refine final details and complete special condition details. • Include bid alternates, unit price requests and requirements for phasing of the work. • Coordinate drawings and specifications. • Conduct an internal QA/QC review of the 100% construction documents and make any necessary refinements. • Provide a final statement of probable construction cost for the project including a bidding and design contingency of ten percent.
<p>Permitting and Bidding</p> <p>CHA will assist as required to support the permitting and bidding processes. Questions will be answered in a timely manner and any outstanding issues will be resolved quickly.</p>	<ul style="list-style-type: none"> • Respond to plans examiner questions with corrections / clarifications and document revisions as required. • Assist owner with bid request language. • Attend pre-bid conference. • Provide addenda during bidding in response to contractor questions. • Review substitution requests. • Assist owner in evaluating bids and bidder qualifications.
<p>Construction Phase</p> <p>Throughout the construction process, CHA will promote an environment of teamwork. We will work closely with PRC, KPFF, MFIA, EPE and Ecotone to proactively anticipate and resolve issues. As a team, we will deliver the intended scope at a high level of quality and as efficiently as possible.</p>	<ul style="list-style-type: none"> • Attend pre-construction ‘kick-off’ meeting. • Will provide point of contact for contractor communications. • Will organize a system of filing and transmitting all documentation relating to the project. • Attend weekly construction meetings. • Provide weekly on-site observations and summary report after each visit. Provide revisions to documents as required by changes in the work or due to unknown conditions. • Review change order requests. • Review applications for payment. • Provide substantial completion review and issue Certificate of Substantial Completion. • Final application for payment.
<p>Close Out</p> <p>CHA will follow through in concert with the contractor to verify and provide the final documentation requested in order to achieve a clean close-out with no loose ends. Metro will be provided with a complete and up-to-date record of the work as-built.</p>	<ul style="list-style-type: none"> • Coordinate contract documents with contractor ‘red-lined’ as-built documents. • Provide Metro with record set AutoCAD, Word and PDF files of as-built drawings and specifications.. • Provide hardcopies of record set materials if requested. • Review contractor supplied operation and maintenance manual for installed systems and components. • Attend contractor warranty review.



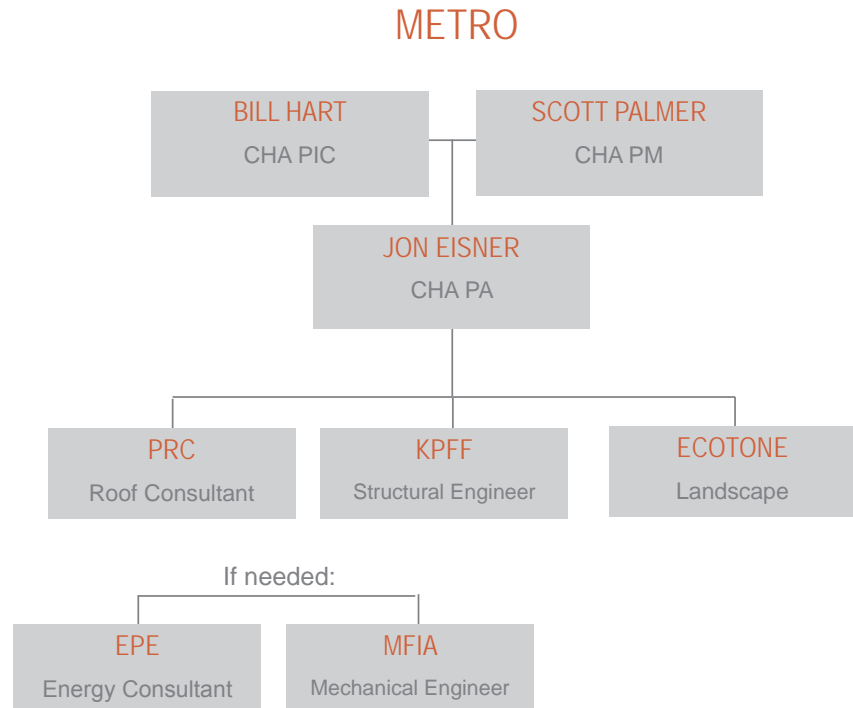
TEAM MEMBERS:

- Carleton Hart Architecture: Bill Hart, Principal in Charge
Scott Palmer, Project Manager
Jon Eisner, Project Architect*
- Professional Roof Consultants: Steven McBride, Principal in Charge
Jose Ponce, Professional Roofing Consultants*
- KPFF Engineers (Structural): Anne Monnier, Principal in Charge
Erik Kabusreiter, Structural Project Manager*
- Ecotone Environmental (Ecoroof): Dan Edwards, Principal/Project Manager*
- EPE LLC: (Energy Modelling): Jimmy Jen, P.E., Principal*

CHA's approach to project and team management is systematic and comprehensive. Through years of refinement, we have developed an organization that allows us the flexibility and efficiency to handle multiple smaller projects, and the depth of experience and number of professionals to take on larger, more complex projects.

Scott Palmer, as project manager will lead the project throughout the duration. Jon, Steven, Erik, Jimmy and Dan will provide day-to-day project design, documentation and construction observation. Supporting team members will be selected as required to meet the goals and scope of the project.

Full resumes are contained in the Appendix of this document.



METRO - OREGON CONVENTION CENTER ROOF REPLACEMENT

Project Manager Scott Palmer completed a Feasibility Study through Construction Administration for this large scale roof replacement project. CHA worked in conjunction with Professional Roof Consultants on this project. The Oregon Convention Center roof is 314,000 sf. The new roof is a single ply PVC cool roof. A feasibility study was also conducted for an ecoroof, PV and solar hot water.

A final decision has yet to be made regarding the inclusion of sustainability options.

REFERENCE DATA

CLIENT

METRO
 Josh Lipscomb
 Project Manager
 Property and Project
 Management Office
 503.797.1929
 josh.lipscomb@oregonmetro.gov

PROJECT LOCATION

777 NE Martin Luther King Jr Blvd
 Portland, OR 97232

CONSTRUCTION DATA

Size: 314,000 s.f.
 Budget: \$996,000 (phase 1)
 \$2.2 Million (est. phase 2)
 Completion: Phase 1, 2013

PROJECT TEAM

PIC: Bill Hart
 PM: Scott Palmer
 PA: Jon Eisner



PSU NEUBERGER HALL - ROOF MAINTENANCE

CHA provided design services to address water and energy conservation issues at the roof. The scope involved increasing the insulation and waterproofing the main roof deck as well as several mechanical penthouses while the entire roofing system was replaced. The work includes: disposal of existing ballast, preparation of decks, cutting and raising metal siding, installation of membrane and waterproofing, installation of new scuppers and overflow scuppers to improve drainage, installation of flashing and new gutters/downspouts and metal counter flashing. In addition safety concerns were addressed with the installation of fall restraint ties, new metal ramp with a landing, repainting of existing metal ladders and installation of concrete-coating rigid insulation. Bid alternates included new HVAC equipment, replacing existing skylights, the addition of roof access ladders, re-roofing the adjacent skybridges and removing existing access ladders. The building permit was secured, but work was not been completed.

REFERENCE DATA

CLIENT

Portland State University
 Francis McBride,
 Supervising Architect
 503-725-8944
 mcbridef@pdx.edu

PROJECT LOCATION

Neuberger Hall
 724 SW Harrison Street
 Portland Oregon

CONSTRUCTION DATA

Area of Work: 40,494 SF
 Budget: \$1,000,000
 Completion: 2012

PROJECT TEAM

PIC: Bill Hart
 PM: Scott Palmer

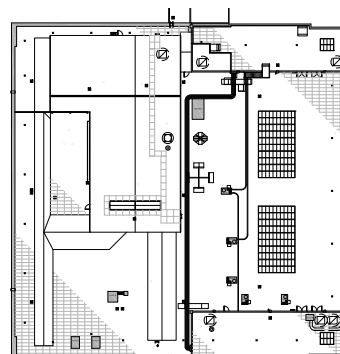


EXHIBIT C

CLIENT

City of Portland
Bureau of General Services
Jim Coker, Project Manager
503.823.5348
jim.coker@portlandoregon.gov

PROJECT LOCATION

1120 SW 5th Ave

CONSTRUCTION DATA

Size: 15,000 SF
Completion: 2006

CITY OF PORTLAND ON CALL SERVICES + ROOFING PROJECTS

We have been working with different bureaus at the City of Portland on flexible service contracts since 1996. Services have included programming and space planning for various tenant improvement projects, requiring quick response and project execution, program confirmation, schematic design, construction documents, permitting, and construction administration. Projects tend to be time sensitive, with programming and design work typically completed in three weeks.



Portland Building Ecoroof

In collaboration with MacDonald Environmental and Planning, Carleton Hart Architecture installed a 15,000 square foot green roof atop the Portland Building, an architectural icon located in downtown Portland, Oregon. Designed by Michael Graves, the building was completed in 1981, and was hailed as a prototype of postmodern architecture, at the time adorning the covers of Newsweek and Time. A directive from the

City of Portland to include ecoroofs as a potential option for public projects led to the inclusion of the vegetated roof into this project. Studies have shown that the added protection provided by a ecoroof can double the life-span of a roof and eliminate future roof work. In addition to roof longevity, ecoroofs offer a variety of additional benefits, including decreased heating and cooling costs within the building, reducing stormwater runoff, reduction of urban heat islands, and added green space. While more expensive than typical roofing, the costs can be offset by stormwater credits, building energy cost savings, and in some situations the addition of a green roof can allow for increased building height.

REFERENCE DATA

CLIENT

City Of Portland
Dale Cook, Project Manager
503.823.5348
dale.cook@portlandoregon.gov

PROJECT LOCATION

North Precinct Facility
449 NE Emerson St.
Portland, OR 97211

Police Training Division
7214 N. Philadelphia Ave
Portland, OR 97203

ROOFING CONSULTANT

Professional Roof Consultants

North Precinct, Laundromat, and Training Buildings

North Precinct & Walnut Park Cleaners

The North Precinct's existing roofing system was installed in 1994 and is a 4-ply asphalt built-up roof system over a 2 1/2" insulation layer over a plywood deck. The scope of work is to remove & dispose of existing built-up roofing system, remove and reinstall specified mechanical equipment, install a new SBS modified 2-ply roofing system, insulation, sheet metal flashings, copings, and metal wall panels. The Walnut Park Cleaners, a neighboring building that has a similar roofing system, will have a similar scope of work.

St. Johns Police Training Division

The former St. John's City Hall (1907) is a Portland City Landmark, and the existing roofing material is metal standing seam, which is an appropriate material for its vintage and civic type of building. The scope of work is to remove & dispose of existing aluminum standing seam roofing system, install a new coated aluminum standing seam roofing system, built-in gutters, downspouts, and specified cornice metal trim.

MULTNOMAH COUNTY ON CALL SERVICES

CHA has worked on flexible service contracts with the County since 2005 and on traditional competitive bid projects since 1996. Completing several small studies and facility improvement projects. Overall project schedules ranged from three weeks to four months.



Multnomah Building Green Roof

Designed as Portland's first public demonstration garden, this project converts an existing flat roof of Multnomah County's Multnomah Building into a "green roof" and public plaza. Interpretive kiosks, illustrating the fabric, benefits and purpose of the green roof were incorporated into a public plaza designed to support public classes.

REFERENCE DATA

CLIENT

Multnomah County
 Alan Proffitt, Project Manager
 503.988.4218
 alan.d.proffitt@multco.us

TRIMET ON CALL SERVICES

We have been working with TriMet on flexible service contracts since 2004. Services have included programming and space planning for various tenant improvement projects, requiring quick response and project execution, program confirmation, schematic design, construction documents, permitting, and construction administration. Project tend to be time sensitive, with programming and design work typically completed in six weeks.



Elmonica Roof Study

The project consisted of a total tear-off of the old roof and installation of a new roof over the existing roof deck. A feasibility study investigated the possibility of incorporating an ecoroof component as a sustainable option.

CLIENT

TriMet
 Jack White
 503.962.2130
 whitej@trimet.org



Workforce Diversity

Equity and diversity are intrinsic to our firm and our work. Whether in our role as an employer, a hired professional, or as a community member, CHA believes in inclusion and works toward equitable solutions. This belief is rooted in our founding as a minority-owned business whose core practice is mission-driven, community-based work. Team members at CHA have culturally diverse backgrounds and add unique viewpoints to our projects. We are very proud of the diversity of our workforce and celebrate the relationships within the community of our firm. As an extension of our community-minded work, CHA believes in opportunity and diversity and, therefore, is involved with outreach on the jurisdiction, university, and organization level seeking talented staff from a variety of backgrounds.

Target business participation specific to projects presented within the Design Portfolio are:

- Gilman Court - 81% for Professional Services (including prime)
- The Bronaugh - 71% for Professional Services (including prime)
- NAYA Generations - 87% for Professional Services (including prime)
- Hawthorne East - 82% for Professional Services (including prime)

Proudly, CHA was listed as the only architectural firm of the *Best COBID-Certified Firm* of the 2017 DJC Reader Rankings.

SECTION 1

Certification

Carleton Hart Architecture is currently certified with the State of Oregon as a Disadvantaged Business Enterprise (DBE #343) and Minority Business Enterprise (MBE #343).

Company: CARLETON HART ARCHITECTURE		MINORITY GROUP EMPLOYEES										
Job Group	Total	Totals		Men				Women				Total Minorities
		Men	Women	African American	Asian	Native American	Hispanic	African American	Asian	Native American	Hispanic	
Management	8	4	4	1					1			2
Staff	21	14	7				2					2
TOTALS	29	18	11	1			2		1			4

Support

At CHA, we regularly promote and attend events with encourage opportunities for women and minorities in the design and construction industry. Some of these organizations include the AIA FORWARD, supporting women in architecture other networking events focused towards empowering women in leadership.

Firm Activity

As a full-service architecture firm, CHA is equipped to provide all architectural services anticipated. As required for certification goals or specific expertise, we will subcontract specific scope with DBE certification as a priority in consultant selection. We routinely assist Owners in identification and engagement of their consultants, and are often involved in outreach efforts with specific equity goal priorities. This outreach is supported by our strong belief in partnering with firms to provide mentorship opportunities within the profession, which we encourage of our larger professional consultants as well. If awarded the contract CHA will hold an outreach event at our office. Within the past 24 months, CHA has provided contracting opportunities to over 20 individual D/M/W/ESB firms.

CHA will provide monthly subconsultant utilization reporting.

Community Activity

Through certification as a DBE professional services firm, we are fortunate to have developed professional relationships and provided support over the years for many of the subcontracting venues supporting DBE services and trades. This includes the Oregon Association of Minority Entrepreneurs (MCIP), National Association of Minority Contracting of Oregon (NAMC-Oregon), Metropolitan Contractor Improvement Partnership (MCIP), as well as strong familiarity with both Business Oregon's Certification Office for Business Inclusion and Diversity (COBID) and Prosper Portland's Talentwell Directory. As a result, CHA maintains an internal DBE/MBE/WBE/ESB consultant database which is continually updated and expanded to provide an additional resource from which to draw for upcoming consulting opportunities.

For the past two years, CHA has attended Portland Housing Bureau's Meet and Greet forums, designed to introduce smaller contracting firms to potential opportunities. An example of specific project efforts toward a successful subcontracting plan is exemplified within our current Beatrice Morrow (formerly Grant Warehouse) affordable housing project. CHA has been working diligently with project partners (Prosper Portland, PHB, PCRI, Gerding Edlen and Colas Construction) to contribute to outreach efforts through the City of Portland's N-NE Oversight Committee, OAME, NAMC-Oregon and MCIP, which has resulted in an overall 93.5% professional services DBE/MBE/WBE/ESB participation, and (currently) 32% DBE/MBE/WBE/ESB (39% expected) sub-contractor participation. In addition to the listed outreach, specific efforts for Beatrice Morrow have included presentations to the Eliot neighborhood targeted to draw displaced minority businesses and residents back into the area for retail and housing opportunities.

CHA will provide monthly subconsultant utilization reporting.

SECTION 2

SUB-CONTRACTOR INFO



Energy Performance Engineering LLC (EPE) DBE/MBE/ESB #4569
 CHA has experience with EPE on previous projects.

Glisan Commons Phase II, Portland, OR

Scope of Work: To meet the performance testing requirements for central commercial heating, cooling, water heating and ventilation systems, EPE assisted the Carlton Hart Architecture to lead, review and oversee the completion of the commissioning process activities for above central HVAC systems. Detailed of tasks include review of the owner’s project requirements, basis of design with construction documents for clarity and completeness; incorporated commissioning requirements into the construction documents; develop and implement a commissioning plan; verified the installation and actual performance of the HVAC systems and completed a summary commissioning report.

Percentage of Project Dollars: 2%



The Barcelona at Beaverton, Beaverton, OR

Scope of Work: To meet the performance testing requirements for central commercial heating, cooling, water heating and ventilation systems, EPE assisted the Carlton Hart Architecture to lead, review and oversee the completion of the commissioning process activities for above central HVAC systems. Detailed of tasks include review of the owner’s project requirements, basis of design with construction documents for clarity and completeness; incorporated commissioning requirements into the construction documents; develop and implement a commissioning plan; verified the installation and actual performance of the HVAC systems and completed a summary commissioning report.

Percentage of Project Dollars: 2%

SUB-CONTRACTOR INFO

Ecotone Environmental ESB #8633

CHA has experience with Ecotone Environmental on previous projects.



Beatrice Morrow Apartments

The Beatrice Morrow Apartments is a five-story mixed-used, multi-family development with common areas and retail space at the ground floor. The building faces NE Martin Luther King Blvd. with two retail spaces totaling approx. 5,500 sf, and 2,500 square feet of community/meeting rooms. A central courtyard provides space for outdoor recreation and congregation. The building includes lobby offices, community room, common utility spaces and bicycle storage. The exterior site improvements include, parking and streetscape upgrades on three frontages.

Percentage of Project Dollars: 2%

ENVIRONMENT

Responsible Business Practices, Environmental Considerations

CHA was recently awarded Sustainability at Work - Gold Certification for our sustainable practices. Our Sustainability Committee led by Logan Cravens, Cascadia Green Building Council's Founding President, meets monthly to explore incorporating additional sustainable features and practices into our projects (and our office).

- Our new downtown office used low VOC paints.
- Our cleaning services are provided by the building owner who has instructed their contractor to use environmentally friendly products.

Examples of in-office energy management and saving practices

- The HVAC in our office is set to be active Monday-Friday only.
- Staff shut down computers each night.
- Our office monitors and printers are set to conserve energy after 5 minutes of idle time.
- All lighting in our office utilizes occupancy sensors to save electricity.
- We installed skylights to maximize use of natural daylight in our office and encourage staff to leave the lights in our office off whenever possible
- We use paper with 30% recycled content.
- Our office has a catering policy that helps vendors find caterers who prepare meals with minimal packaging. Neighborhood establishments are suggested as preferred food providers. We require family style catering for in house meetings and provide our own dishes and flatware.
- We recycle and compost, and we use non toxic products as much as possible.

Sustainable Transportation

- Over two thirds of our staff commute by bicycle daily.
- We provide secure bike parking and showers for our staff.
- There are multiple points of connection of mass transit within a 4 block radius of our office.
- Many of our job sites are within range of bicycle or public transit travel. If driving is necessary, we encourage use of Zipcar and other ride share companies.
- We encourage video and phone conferences whenever possible to save resources, travel costs and time.

Recycling Plan

- We purchase office supplies in bulk to cut down on packaging and shipping waste.
- Our office uses printer paper with 30% post consumer waste content.
- We reuse presentation boards whenever possible by clipping drawings rather than mounting. If mounting is required we utilize eco-board.
- Our Sustainability Committee monitors our waste and recycling output and takes items we can't recycle curbside to a recycling facility on a monthly basis.

Environmental Reporting

CHA is Gold Certified through the City of Portland Sustainability at Work program and our goal is to do as much of our work as possible in a paperless system. Our preference is to receive and distribute documents electronically and whenever possible to make and accept ACH payments.

COMMUNITY

Responsible Business Practices, Social Equity

Since its inception, Carleton Hart Architecture has been a mission-driven firm with a focus on supportive communities, healthy neighborhoods, equity and economic opportunity. Staff members have joined the firm out of a true passion for making a difference in our communities. Throughout our history, approximately 75% of our work has been in the fields of community planning, affordable housing, and neighborhood-based projects that support the work of non-profits, religious organizations and public agencies.

Staff members have a strong commitment to volunteerism, both collectively as a firm and individually. The firm supports these community volunteering efforts with time off, firm resources, and funding support. Currently, staff members are volunteering their time towards:

- Architectural Foundation of Oregon's Architects in Schools program
- American Institute of Architects – Emerging Professionals Committee
- American Institute of Architects – Women in Architecture Group
- Docomomo (an international non-profit dedicated to the documentation and conservation of modern architecture)
- Friends of Buckman Pool
- Neighborhood Advocate, City of Portland Comprehensive Plan 2035
- Oregon Food Bank
- Our House of Portland
- Portland State University, Portland Community College (Teaching arts, applied arts and construction technologies)
- Portland Urban Sketchers (raising the artistic, storytelling and educational value of location drawing)
- Tualatin School House Pantry
- Tryon Creek State Park Stewardship Saturday
- Willamette Rotaract (a service club for professionals in their 20's)

Employee Benefits

Employees are eligible for our company paid package after 60 days of full-time employment. The package consists of:

- Vacation: 1—3 years: 80 hours/year, 4—7 years: 120 hours/year, 8+ years: 160 hours/year.
- Sick: 40 hours/year
- Holidays: Seven (7) paid holidays/year
- Medical and Vision Insurance: Fully paid for employees.
- Short and Long Term Disability: Fully paid for employees.
- 401 (k): 3% non-elective company contribution 100% vested after 3 years.

Optional insurance offered through CHA but paid 100% by the employee benefits consist of:

- Dental Insurance
- Voluntary Life and AD&D Insurance

EXCEPTIONS

We take no exceptions to the standard agreement and RFP.

CARLETON HART ARCHITECTURE

Bill Hart, AIA, Founding Partner

Bill Hart, a founding partner of Carleton Hart Architecture, has over thirty five years of architectural experience in both the domestic and international markets. His strength is in project management and overseeing the entire design effort. Bill and Scott have worked together on a variety of roofing projects for Metro since 2012. While Scott is the project manager and leads the design effort and is involved with the project extensively, Bill serves as resource to discuss the design direction when necessary. We've found this process to be cost effective while bringing the strengths of each resource to the project when it's appropriate.

Relevant Experience

Metro

- Keller Auditorium Roof Replacement
- Oregon Convention Center
- Headquarters Ecoroof Study
- Headquarters Photovoltaic Study
- Expo Center Ecoroof Study
- Expo Center Stormwater Study
- Keller Auditorium Ecoroof Study

Scott Palmer, Project Manager

Scott brings years of experience in complex urban and commercial projects in the Pacific Northwest. He is able to provide a balanced approach to the collaborative process of architecture by contributing equally strong design, technical and people skills. He is responsible for project management, from building design through design development, construction documents and construction administration. For CHA Scott has completed many roofing studies and projects on a variety of roofing systems. Over the years, he's developed a solid working relationship with KPFF and PRC to address roofing issues. Together, as a team, they've been able to provide the kind of due diligence and foresight to consider a variety of options and propose options which are cost effective.

Relevant Experience

Metro, 2012 - Present

- Headquarters Ecoroof Study
- Headquarters Photovoltaic Study
- Expo Center Ecoroof Study
- Expo Center Stormwater Study
- Keller Auditorium Ecoroof Study
- Oregon Convention Center Stormwater Study
- Oregon Convention Center Reroof
- Oxbow Park Entrance Master Plan (as a sub to Walker Macy)

Multnomah County, 2005 - Present

- Yeon Building Reroof
- Mead Building Typical Re-Roof Study
- Mead Building Ecoroof Feasibility Study through Construction
- McCoy Typical Re-roof with Design Review



EDUCATION

- Master of Architecture
University of Oregon
- Bachelor of Visual Arts
Dartmouth College

REGISTRATION

- Oregon, Washington,
Arizona, Alabama

EXPERIENCE

- Years in profession: 40
- Years at CHA: 23



EDUCATION

- Bachelor of Architecture
Carnegie Mellon University

REGISTRATIONS

- Oregon, Maine

EXPERIENCE

- Years in profession: 32
- Years at CHA: 10

ROLE - PROJECT MANAGER

- Coordinates project team
- Manages budget and schedule
- Initiates and reviews design documents at critical milestones



Jon Eisner, Project Architect

Jon maintains an expertise in institutional architecture, aviation infrastructure, urban mixed-use buildings, housing and commercial projects that elegantly fit both clients' programs and their cities' context. As project architect, Jon is appreciated for his collaborative approach and attention to detail. Jon encourages clear communications between project team members and provides excellent documentation quality control.

R

Metro, 2012 - Present

- Headquarters Ecoroof Study
- Headquarters Photovoltaic Study
- Expo Center Ecoroof Study
- Expo Center Stormwater Study
- Keller Auditorium Ecoroof Study
- Oregon Convention Center Stormwater Study
- Oregon Convention Center Reroof

Oxbow Park Entrance Master Plan (as a sub to Walker Macy)

City of Portland

- Portland Police Roof Replacements
- Portland Aerial Tram Station Roof Replacement

Multnomah County

- John Yeon Building Roof Replacement
- Multnomah County Animal Shelter Cattery – Troutdale, OR
-

Sherwood Public Works and Field House - Sherwood, OR*

Clackamas 911 Renovations - Oregon City, OR*

PROFESSIONAL ROOF CONSULTANTS

Steven L. McBride, President

Steven's experience originates from his active involvement in all aspects of the consulting industry. Aside from corporate management, primary responsibilities include investigation and design for roof, waterproofing, and building envelope projects, expert witness services for construction dispute cases, organizing and implementing roof management programs, and performing detailed investigations and evaluations.

His expertise in the building envelope industry includes knowledge and application of numerous roof & waterproofing systems, including built-up, modified bitumen, single ply membranes, fluid applied systems, sheet metal systems, and various steep roofing systems. He also offers instinctive expertise in understanding where roof, waterproofing, and building envelope related problems originate, and provides expert witness services related to construction dispute cases.

Relevant Experience

City of Portland, Metro

- Oregon Convention Center Roof Replacement, Design & QA/QC Inspections
- Regional Center Roof Evaluation

City of Portland, Portland Parks & Recreation

- Pittock Mansion Terrace Restoration Project
- Various evaluations and repair projects
- Pioneer Courthouse Square Waterproofing Evaluation and Repair Project

City of Portland, Bureau of Environmental Services

- Columbia Boulevard Wastewater Treatment Plant DICO Upgrade Project

City of Beaverton

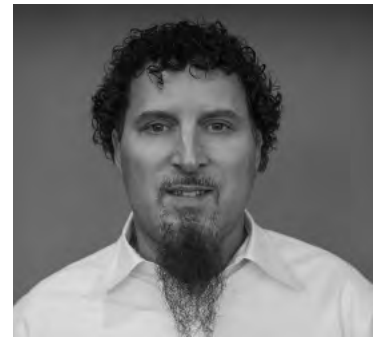
- City of Beaverton Library Roof Replacement

Jose Ponce, Technical Specialist

Jose brings years of experience with design and responsibilities for roof replacement projects, performing quality assurance inspections during roof and building envelope construction, detailed investigations and evaluations of existing roof and building envelope systems, cost estimating, report writing and industrial research. Prior to joining PRC, he spent nine years working in the South Florida commercial roofing market both for public and private clients, where he gained a wealth of knowledge and honed his dedication to quality, diligent work ethic, and where he acquired an ability to positively work well with design and construction teams.

Relevant Experience

- Metro, Keller Auditorium Roof Replacement, [with CHA]
- PDX Parks Rec., St. Johns Community Center Evaluation & Roof Replacement, [with CHA]
- Metro, Oregon Convention Center Roof Replacement [with CHA]
- Forest Grove School District, Various Roof Repair & Replacement Projects
- Beaverton School District, Conestoga Middle School Reroofing
- Beaverton School District, Westview High School Reroofing
- Reser's Fine Food, Tortilla Plant Roof Consulting,
- Woodburn Company Store, Due Diligence Evaluation
- Metro, Various Roof Evaluations
- PDX Parks & Rec., East Portland Community Center Leak Investigation
- Beaverton School District, Sunset High School Design & QA/QC Inspections



EDUCATION

- Washington State University
- Annual RCI / CSI / NRCA / BEC accredited seminars

CERTIFICATIONS

- Registered Roof Observer (RRO) – RCI
- Private Investigator – PSID
- Certified InstallationMaster™

EXPERIENCE

Years in profession: 33

Years at PRC: 25



EDUCATION

- Broward College (course work on design and installation grid connected photovoltaic systems)
- Palm Construction School (LEED Fundamentals)

REGISTRATIONS

- Registered Roof Observer - RCI
- Certified InstallationMaster™ - The Installation Masters™ Training and Certification Program (developed by American Architectural Manufacturers Association)

EXPERIENCE

Years in profession: 14 years

Years at firm: 5 years



EDUCATION

BS, Building Engineering,
Engineering Academy of
Denmark

REGISTRATIONS

Professional Engineer: OR, CA
Structural Engineer: OR, WA,
CA
ATC-20 Certified Post-
Earthquake Inspector: OR

EXPERIENCE

Years in profession: 24
Years at firm: 24



EDUCATION

MEng, Civil Engineering,
Portland State University
BS, Civil Engineering, Portland
State University

REGISTRATIONS

Professional Engineer: OR, CA
Structural Engineer: OR, CA

EXPERIENCE

Years in profession: 12
Years at firm: 12

ASSOCIATIONS

Structural Engineers Association
of Oregon

KPFF ENGINEERS

Anne Monnier, PE, SE Principal In Charge, Structural Engineering

Anne takes a highly collaborative approach to design. She strives to find holistic solutions that combine the owner's goals with the building architecture, designed systems, and construction techniques. Anne's deep commitment to sustainability motivates her to create structures that respect the project location, site, and future generations they will serve. Her hope is to design building structures that withstand the test of time yet remain flexible for future adaptations. Anne is actively involved with the Architectural Foundation of Oregon, serving on the board of directors. In 2012, Anne participated in the statewide Oregon Resilience Plan by serving an active role in the Critical Buildings Task Group.

Relevant Experience:

- Metro, Keller Auditorium, Original Building Roof Replacement, {with CHA}
- Oregon Convention Center Roof Replacement, Portland, OR [with CHA]
- Metro, Expo Center Halls D & E Eco-Roof Study, Portland, OR [with CHA]
- Metro, Metro Headquarters Eco-Roof Study, Portland, OR [with CHA]
- Multnomah County Building Green Roof Feasibility Study and Final Design, Portland, OR [with CHA]
- Multnomah County Central Library Green Roof Feasibility Study and Final Design, Portland, OR [with CHA]
- Multnomah County, Mead Building Feasibility Study and Final Design, Portland, OR [with CHA]
- Oregon Health & Sciences University, Sam Jackson Bridge Green Roof Feasibility Study and Final Design, Portland, OR
- Museum Place South (extensive green roofs & terraces), Portland, OR
- CH2M Hill Plaza, Roof Deck Study, Portland OR

Erik Kabusreiter, PE, SE, Project Manager, Structural Engineering

A proactive approach and willingness to achieve the client's vision make Erik a valuable team member. He has worked with a wide range of materials and building types for new and renovated structures. Erik draws upon this project diversity and his versatility to produce new concepts that inform the design. He brings unique experience in developing innovative cost and time saving efficiencies by linking BIM and structural analytical models, including linking Revit Structure to RISA, Ram Structural System, and ETABS. Trained in Revit since 2007, Erik shares his command of technology by teaching and working with architectural clients to more efficiently use BIM modeling software.

Relevant Experience

- Metro, Keller Auditorium, Original Building Roof Replacement [with CHA]
- Oregon Convention Center Roof Replacement, Portland, OR [with CHA]
- Metro, Expo Center Halls D & E Eco-Roof Analysis, Portland, OR [with CHA]
- Metro, Metro Headquarters Eco-Roof Study, Portland, OR [with CHA]
- Collins Circle Apartments Existing Roof Loading Evaluation, Portland, OR
- Kaiser West, Interstate Bldg. - Existing Roof Framing Analysis for Re-Roof
- Columbia River High School Solar Array, Vancouver, WA
- Crane Building Renovation, Portland, OR
- ODOT Headquarters Renovation, Salem OR

ECOTONE ENVIRONMENTAL

Daniel Edwards, RLA, LEED AP, Principal/Project Mgr., Landscape Architect

Daniel is co-founder and principal of Ecotone Environmental. He is a LEED accredited professional with 16 years of experience in the field of landscape architecture and construction. His portfolio encompasses projects in the Pacific Northwest, San Francisco Bay area and abroad. He has designed many sustainable projects, including two Multnomah County Eco-Roofs, including the Central Library and the Mead Building, while working for another landscape architect. He also recently completed a feasibility study for a proposed eco-roof for Portland's City Hall. His other projects range from senior living housing, affordable housing, schools, plaza and courtyard design, wetland mitigation and restoration, and stormwater bioremediation facilities. Dan fuses his passion for design and the environment into all of his work and is driven by the prospect of being able to contribute positively to the sustainability of each project he works on, both environmentally as well as economically.

Relevant Experience

- City Hall Ecoroof Feasibility Study [with CHA]
- Mead Building Ecofoof [with CHA]
- Central Library Ecoroof
- Convention Center Roof Replacement Study (with Metro, Carleton Hart)
- Expo Center Roof Replacement Study (with Metro, Carleton Hart)
- Amazon Headquarters, Roof Gardens, Courtyards, Ecoroofs – Seattle, WA
- The Louisa, Ecoroofs and Roof Gardens – Portland, OR
- OHSU Center for Health & Healing, Ecoroofs and Roof Gardens – Portland, OR



EDUCATION

- Certification in Landscape Architecture, University of California, Berkeley, CA
- B.S. Physics & Philosophy, Allegheny College, PA

REGISTRATIONS

- Registered Landscape Architect, State of Oregon, #851



EDUCATION

B.S. Mechanical Engineering
Oregon State University

REGISTRATIONS

PE OR 17884

EXPERIENCE

Years in profession: 24
Years at firm: 16

ASSOCIATIONS

MFIA CONSULTING ENGINEERS

Scott Miller, P.E. Principal, Mechanical Engineer

Scott would serve as principal in charge of mechanical design and construction services. He brings extensive experience from a variety of projects across Oregon and is committed to each project to ensure smooth completion of tasks and meeting project deadlines. He has 25 years of successful design and construction experience on public and private projects. He is committed to good relationships with clients, and will be involved from initial meetings to project completion. Scott has been involved on several mechanical projects for the Schnitzer Auditorium and the Hatfield Hall.

Relevant Experience

Metro

- Oregon Zoo – Stellar Cove Saltwater Make-Up Pumping Station
- Oregon Zoo – Penguin Exhibit
- Oregon Zoo – Penguin Exhibit, Phase 2
- Arlene Schnitzer Auditorium – Chiller Replacement
- Arlene Schnitzer Auditorium – Control Installation
- Hatfield Hall – HVAC & Lighting Controls Replacement
- Hatfield Hall – Mechanical Design for Control Retrofit
- Arlene Schnitzer Auditorium – Mechanical Design for Controls Retrofit
- Keller Auditorium – Mechanical Design for Controls Retrofit



EDUCATION

B.S. Mechanical Engineering
California State University, Long Beach

B.S. Industrial Engineering
Oregon State University

REGISTRATIONS

PE: Oregon 58340

EXPERIENCE

Years in profession: 17
Years at firm: 17

ENERGY PERFORMANCE ENGINEERING

Jimmy Jen, Energy Modeling

In 2005, James founded Energy Performance Engineering, LLC (EPE), a MEP engineering firm specializing in system commissioning and building control services. All of our principals are certified as Accredited Professionals in Leadership in Energy and Environmental Design (LEED). EPE provides hands-on experience on every project, resulting in efficient and effective delivery. EPE assists building owners to receive and maintain high-performance, energy-efficient facilities. In the public sector, EPE assists government, commercial and industrial building owners to save energy costs and achieve intended performance on building systems.

Relevant Experience

- ODOT Flanders Building – Roof & Rooftop Units Replacement, Portland
- Glisan Commons Phase II – Oversee commissioning of HVAC systems [w/ CHA]
- The Barcelona at Beaverton – Oversee commissioning of HVAC systems [w/ CHA],



AGREEMENT 17076.01

PROPOSAL FOR A/E DESIGN SERVICES FOR THE ANTOINETTE HATFIELD HALL

ROOF REPLACEMENT & PARAPET REPAIRS

October 23, 2017

Nancy Strening
Construction Project Manager
Metropolitan Exposition Recreation Commission (MERC)
600 NE Grand Avenue
Portland, OR 97232-2736

Dear Nancy,

We are pleased to provide you with this fee proposal and scope of services for architectural & engineering design services for replacement of the roof for Antoinette Hatfield Hall in Portland, Oregon. The scope of services also includes a comprehensive schematic design phase which will provide a variety of viable options and cost estimates for Metro to consider. Also during the preliminary design phase, the design team will conduct a detailed structural analysis of the existing roof system to determine if capacity is available for future roof improvements such as an ecoroof or photovoltaic panels. Parapet wall repairs as well as providing a design for fall protection systems will be included within our scope.

Once Metro has made a final selection of the roof systems the design team will continue with design development and preparation of contract documents. The contract documents will be submitted for a building permit. Bidding assistance and construction observation will follow on a schedule to be determined by Metro.

Design services for installation of an ecoroof are not included in the proposed fee but can be added as an extra service if Metro chooses. A study of the viability of a photovoltaic installation can also be added if desired

PROJECT TEAM

The following firms represent our design team.

William Hart, AIA, Principal of Carleton Hart Architecture PC (CHA), will serve as the Principal-in-Charge and ensure quality control throughout the project by overseeing the design and engineering effort. **Scott Palmer**, will serve as the Project Manager and be responsible for project management, design, preparation of the contract documents, and coordinating of our consultants.

Erik Kabusreiter, P. E., S. E., from KPFF Consulting Engineers will coordinate structural design services and oversee the structural analysis of the existing roof. Erik will investigate any additional capacity for increasing the load on the existing roof for an ecoroof or photovoltaic panels. In addition, he'll develop the appropriate fall protection systems for the Hatfield Hall roof.

Steve McBride, of Professional Roof Consultants will provide technical assistance, expertise as we investigate several roofing systems. Steven will include his experience with traditional roofing system and hybrid roofing systems which include an ecoroof. **Jose Ponce** will serve as the "technical specialist" and bring his roofing experience and knowledge to the team. We've worked closely with Jose on several other projects and look forward to his participation from the initial stages through the completion and close-out of this project.

Carleton Hart Architecture

1 of 4

Scott Miller, P. E., Principal of MFIA Consulting Engineers will serve as Principal-In-Charge of mechanical design and construction administration services. He'll be able to address any modifications and improvements to the existing HVAC systems. In addition, if the ecoroof has been selected as a design solution he'll address bringing utilities, water and power, to the roof. At this time MFIA's exact scope has not been fully determined and will require review during the design phase.

Jimmy Jen, P. E., Principal of Environmental Performance Engineering, LLC will analyze the potential energy benefits of installing an ecoroof, if one is feasible, as a component of an ecoroof cost / benefit analysis.

Dan Edwards, Principal of Ecotone Landscape Architecture will prepare ecoroof design options which comply with the City of Portland Green Building Policy in the event the existing roof can accommodate the weight of an ecoroof.

SCOPE OF SERVICES

Our proposal assumes that the Owner will provide us with information on the existing structure, such as floor plans, roof plan and specifications on the existing roof assembly.

ECOROOF - FEASIBILITY STUDY

- Structural analysis to determine if structural capacity exists for an ecoroof installation.
- Review on-roof existing conditions for ecoroof viability.
- Review design review requirements.
- Provide ecoroof options.
- Provide ecoroof cost estimates.
- If an ecoroof is feasible provide a cost/benefit analysis of energy savings.
- Compile a summary report
- Review feasibility study with Metro.

ROOFING AND PARAPET DESIGN

Predesign

- Meet with Metro to review and confirm project scope.
- Refine and review project schedule with Metro.
- Site visit to review existing conditions.
- Roof analysis and re-roofing options coordination.
- Review of fall protections systems.
- Structural analysis coordination.
- On-site roof structure investigation and documentation.
- Off-site documentation.
- Structural analysis and report preparation.
- Coordination with consultants and prepare project scoping, roof options and cost analysis. document for review with Metro.
- Review Metro OSHA requirements.
- Meet with Metro to review scoping document and select preferred roofing system.

Schematic Design

- Visit site to begin existing conditions drawings.
- Perform invasive investigations of existing details and conditions as required to verify existing conditions and understand underlying conditions.
- Complete roof drain analysis.
- Develop existing base sheets.
- Begin preparing proposed material and system specifications.
- Begin development of details and specifications.
- Prepare preliminary budget numbers.
- Meet with Metro to review progress and initial cost estimate.

Design Development

- Visit site to review details and clarify existing conditions as required.
- Document set drawing sheet requirements and number established.
- Continue development of details and specifications.
- Specifications ready for team review. Clarify and coordinate Division 1 section.
- Develop a statement of probable cost based on unit costs.
- Meet with Metro to review progress and cost statement.

Construction Documents

- Visit site to review details and clarify existing conditions as required.
- Complete development of contract documents and bidding documents package, including drawings and specifications.
- Finalize fall protection system requirements and methods with Metro.
- Coordinate bidding information required in specifications with Metro.
- Update the statement of probable cost as required plus 10%.
- Meet with Metro to review documents and final cost statement
- Provide Metro with full set of drawings and specifications.

Permitting & Bidding

- Respond to plans examiner questions with corrections/clarifications and document revisions as required.
- Assist owner with bid request language.
- Attend contractor pre-bid conference.
- Receive and process bidding questions and requests.
- Assist with preparation of addenda as necessary in response to contractor questions.
- Review substitution requests.
- Assist Metro in reviewing bids and evaluation of bidder qualifications

Construction Administration

- Attend pre-construction "kick-off" meeting.
- Serve as point of contact for contractor communications.
- Attend ten (12) weekly construction meetings during construction.
- Provide weekly on-site observations and summary report after each visit. Provide revisions to documents as required by changes in the work or due to unknown conditions.
- Answer requests for information (RFI's) to clarify contractor's questions during construction
- Review shop drawings and submittals.
- Assist with change orders and prepare construction change directives.
- Review General Contractor's Certificate of Payment if requested.
- Prepare and perform punch list.
- Prepare certificate of substantial completion for work.
- Final inspection
- Review project close out documents.
- Record Drawings: Prepare AutoCAD record documentation recording any redlines from contractor's permitted set and responding to Owner's comments.

EXCLUSIONS

Work not included in this agreement:

- Any fees for reviews, permits, systems development.
- Any special inspections that may be required
- Any environmental reports or abatement specifications
- Any perspective renderings or models of the project.
- Any design services for the photovoltaic system.
- Any design review preparations and submittals.
- Any pre-construction or construction testing.

FEES

A detailed fee matrix phase is attached. We will invoice you monthly on a time and materials basis to the limits listed. We will be communicating as a team to monitor this budget, and will not perform services in excess of this fee without your prior written authorization.

EXPENSES

Expenses are direct costs of the Project incurred by CHA and consultants, which are in addition to the fees. They include items such as printing, photocopying, mileage, photography expenses, messenger service, etc. and will be billed at cost plus 10%.

ADDITIONAL SERVICES

Additional services beyond the scope of services previously described shall be provided if authorized or confirmed in writing in advance by your office and shall be paid for as provided in this Agreement. Compensation for Additional Services as described above shall be computed at the hourly rates shown on the fee attachment.

If you have any questions or would like to discuss any aspect of this proposal, please give me a call at your earliest convenience. If you would like to proceed with this Agreement.

Thank you for giving us the opportunity to present you with this proposal.

Sincerely,



William Hart, AIA
Principal

CARLETON HART ARCHITECTURE		Revised																			October 13, 2017						
ANTOINETTE HATFIELD HALL - RE-ROOF AND PARAPET REPAIR - DESIGN THROUGH CONSTRUCTION		October 23, 2017																									
METRO		ARCHITECT - CHA			STRUCTURAL - KPFF				MEP - MFIA			LANDSCAPE - ECOTONE			ROOF CONSULT - PRG					ENERGY - EPE							
TASK#	STAFF POSITIONS	PIC	SR	PM	PA	Assoc Principal	Assoc	Lead Engineer	Proj Coord	PIC	Assoc Principal	Staff Engineer	PIC	PM	Admin	PIC	Senior Consult	Tech Specialist	Inspector	AutoCAD	PIC	Senior Ext	MEP Est				
	HOURLY BILLING RATES	175	145	105		215	170	140	80	160	115	110	75	60	160	134	123	95	90	150	120	74					
Ecoroof Feasibility Study		10/18/17	11/9/17																								
Administrative tasks																											
Coordination / Meetings																											
Structural analysis (go/no go)			2				4	8	3				2				3										
On site structural investigation (if required)																											
On site investigation for Ecoroof viability																											
Entitlements research (design review requirements)			2	2																							
Assess as built for Ecoroof viability																											
Ecoroof options analysis			1																								
Ecoroof cost estimates			1							2				4	8				3								
Clarify owner's feasibility study requirements																											
Evaluation of yearly energy savings for the roof replacement																											
Conduct a maximum of 2 roof options analysis																											
Compile a summary report of annual savings per each option																											
Review energy saving report with Metro																											
Ecoroof cost/benefit analysis			8																								
Assemble ecoroof feasibility report																											
Review feasibility report with Metro			3	3	3																						
Phase Subtotal			3	3	3	4	8	0	3	0	2	0	25	28	3	0	12	0	0	0	12	58	8				
Subtotal by Discipline		4,070.00				2,460.00				320.00				5,030.00				1,608.00						9,352.00			
Preliminary		10/18/17	12/21/17																								
Meet with Metro to review project scope			3	3	3																						
Site visit / preliminary measurements			4	12																							
Roof analysis and re-roofing options			6	8																							
Parapet analysis and repair options			4	8																							
Review Metro OSHA and fall protection options			2	2																							
Preliminary cost analysis for roofing and parapet options			3	1																							
Assemble re-roofing and parapet repair report.																											
Review report with Metro.			3	3	3																						
Team decides appropriate systems and methods			2	2	2																						
Phase Subtotal			29	39																							
Subtotal by Discipline		8,300.00																4	20	8	0	0	0	0			
Schematic Design		12/22/17	1/31/18																								
Visit site to complete existing conditions documentation			4	12																							
Code review			2	2																							
Existing plans																											
Existing details																											
Proposed plan																											
Proposed details																											
SD cost estimate			1																								
Preliminary specifications (systems description)			8																								
Meet with Metro, review and approval			3	3	3																						
Phase Subtotal			18	81				2	0	8	0	0	0	0	0	0	9	41	0	0	0	0	0				
Subtotal by Discipline		11,115.00				1,550.00													6,934.00								
Design Development		2/1/18	2/28/18																								
Visit site for additional information			4	12																							
Title sheet																											
Demo sheet																											
Roof plan sheet																											
Special areas sheet																											
Details																											
DD cost estimate			1																								
Outline specifications			8																								
Meet with Metro, review and approval			3	3	3																						
Phase Subtotal			16	85				4	0	8	0	0	1	4	0	0	0	16	117	15	0	0	0				
Subtotal by Discipline		11,245.00				1,980.00				620.00										20,083.00							
Construction Documents		3/1/18	3/28/18																								
Site visit to confirm conditions			2	8																							
Plan sheet completion																											
Special areas sheet completion																											
Details																											
CD cost estimate			1																								
Fall protection, special details, coordination			16	20				4	16	8							8	8				24					
Specifications			3	3	3																						
Meet with Metro, review and approval			3	3	3																						
Phase Subtotal			22	159				4	16	8	0	0	1	4	0	0	0	8	140	0	0	113	0				
Subtotal by Discipline		19,885.00				4,700.00				620.00										30,210.00							
Permitting / Bidding		3/29/18	5/30/18																								
Issue / Submit for permit																											
Respond to reviewer questions			2	12																							
Attend pre-bid			4																								
Respond to bidder questions with addenda			2	12																							
Phase Subtotal			0	4	30				0	0	0	3	0	0	0	0	2	14	0	0	0	0	0				
Subtotal by Discipline		3,730.00				240.00				345.00										2,196.00							
Contract Administration		6/28/18	11/1/18																								
Kick-off meeting			3	3																							
Weekly OAC meetings (12)			10	30																							
Meeting minutes / field observation report (12)																											
Submittal review			2	24				4										6	20				24				
Respond to RFIs			2	40				4										6	6				6				
Substantial Completion			1	4																							
Punch List			2	4																							
Final completion			1	4																							
As-builts			1	8				3	1										6	6				6			
Close out			1	2																							
Phase Subtotal			0	22	149				0	0	11	1	0	2	4	0	0	0	10	100	0	60	0				
Subtotal by Discipline		18,835.00				1,620.00				780.00										20,700.00							
TOTAL HOURS		0	134	550				14	24	35	7	0	6	15	25	28	3	49	444	23	60	113	12				
FEE SUBTOTAL BY PERSONNEL		0	19,430	57,750				3,010	4,080	4,900	560	0	960	1,725	2,750	2,100	180	7,840	59,496	2,829	5,700	10,170	1,800				
FEE TOTAL BY FIRM		77,180																									
EXPENSE ESTIMATE		2%	1,540	250																							
SUBTOTAL FEE BY FIRM		78,720																									
SUMMARY																											
Total Professional Service Fee		192,832																									
Total Expenses		3,890																									
Total Project Fee		196,722																									

ANTOINETTE HATFIELD HALL**Hourly Rates****Carleton Hart Architecture**

Principal	175
Senior Project Manager	145
Project Manager	125
Senior Project Architect	115
Project Architect	105
Job Captain	85
Architectural Staff	75
Administration	65

Professional Roof Consultants - Roof and Envelope

Principals	160
Senior Consultant	134
Technical Specialist	123
Roof Inspector	95
Envelope Inspector	95
AutoCAD Technicians	90
Word Processing	70
Arbitration/Mediation	190

KPFF - Structural Engineering

Principal	215
Project Manager/Associate	170
Senior Engineer	140
Design Engineer	125
CAD / BIM Modeler	110
Administrative	80

MFIA - Mechanical and Electrical Engineering

Engineering Principals	160
Staff Engineers	115
Senior Designer	100
Designer	90
Drafter	70
Office Manager	75
Secretary	65

Ecotone - Landscape Architecture

Principal	110
Designer	75
Administration	60

Energy Performance Engineering - Energy

Principal	150
Designer	120
Administration	74

Hatfield Hall Roof Replacement and Parapet Repairs

Exhibit E - 308001

Carelton Hart Architecture - Design Schedule

October 24, 2017

Preliminary Design/Eco Roof Feasibility	11/1/2017 – 12/8/2017
Schematic Design	12/11/2017 – 1/9/2018
Design Development	1/12/2018 – 2/16/2018
Construction Documents	2/19/2018 – 3/13/2018
Bidding	3/13/2018 – 4/19/2018
Contract Execution	5/7/2018
Commencement of Work	7/1/2018
Substantial Completion	10/31/2018