

METROPOLITAN EXPOSITION RECREATION COMMISSION
Resolution No. 16-11

For the purpose of directly awarding Mayer/Reed the contract for the "OCC – North Plaza Project" and authorizing the General Manager of Visitor Venues to execute the contract with Mayer/Reed

WHEREAS, the Metropolitan Exposition Recreation Commission (MERC) entered into an Intergovernmental Agreement with the Portland Development Commission (PDC) for the sharing of costs and use of PDC flexible contracts to survey, study design options and develop a concept plan for physical improvements to the plaza located on the north side of the Oregon Convention Center (OCC) called the OCC-North Plaza Project; and

WHEREAS, Mayer/Reed, a state certified woman owned landscape architectural firm, consulted on the North Plaza Project under the contract with PDC and the work in the new contract with Mayer/Reed consists of work that has been substantially described, planned or otherwise studied or rendered in the previous contract and is a continuation of the same project; and

WHEREAS, MERC may directly award a contract to a consultant under ORS 279C.115 under the circumstances described above so long as MERC makes findings that doing so: 1) promotes efficient use of public funds and resources and results in substantial cost savings to the Contracting Agency and 2) protects the integrity of the Public Contracting process and the competitive nature of the procurement for the Contract by not encouraging favoritism or substantially diminishing competition in the award of the Contract; and

WHEREAS, the plaza has potential to become a significant, more vibrant open space in Portland's Lloyd District as the new convention center hotel is planned for the three-block site directly north across NE Holladay street from the North Plaza; and

WHEREAS, cPMO staff have worked with Mayer/Reed to develop project scope, fee and schedule requirements; and

WHEREAS, MERC staff recommend that MERC directly award this contract to Mayer/Reed.

BE IT THEREFORE RESOLVED as follows:

1. Based on the findings attached as exhibit A to this resolution, MERC approves the direct award of the contract to Mayer/Reed for the "OCC – North Plaza Project" in the amount of \$708,833.00 and approves the contract in a form approved by the Office of Metro Attorney; and
2. MERC delegates authority to the General Manager of Visitor Venues to execute the contract on behalf of MERC.

Passed by the Commission on May 4, 2016.

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/Issue: For the purpose of approving the contract award to Mayer/Reed for the design and engineering services required for the “OCC – North Plaza Project” at the Oregon Convention Center (OCC), and authorizing the General Manager of Visitor Venues to execute the contract.

Resolution No.: 16-11

Date: May 4, 2016

Presented by: Scott Cruickshank and Nancy Strening

Background & Analysis: The OCC has a terraced, landscaped plaza located at the northeast corner of the property on Martin Luther King Jr. Blvd and NE Holladay Street. The symmetrical terraces allow casual everyday use, but not the flexibility of programmable space for events or activities. The strong orientation to the building suggests a path to the OCC’s main entrance, causing confusion in terms of way finding. A new convention center hotel is planned for the three-block site directly north across NE Holladay street. The corner plaza has potential to become a significant, more vibrant open space in Portland's Lloyd District.

In October 2014, the OCC entered into an Intergovernmental Agreement with the Portland Development Commission (PDC) to share costs to survey, study design options and develop concept plans and cost estimates for physical improvements to the OCC’s north plaza. Mayer/Reed, KPFF, Inc. and Architectural Cost Consultants, LLC, completed the work through flexible services contracts with the PDC in March 2015.

Under ORS 279C.115(2), MERC may authorize a direct award of a contract with the previous consultants for the continuation of a project with an “extensive fee”, if the services “consist of or are related to services that have been substantially described, planned or otherwise previously studied under an earlier contract with the same consultant for the same project, so long as the previous contract was awarded under a formal procurement.

To do so, MERC must make written findings that entering into the continuation contract will promote the efficient use of funds and public resources and result in substantial cost savings to MERC, while at the same time protecting the integrity of the public contracting process and the competitive nature of the procurement by not encouraging favoritism or substantially diminishing competition in the award of the contract. These proposed findings are attached as Exhibit A to the Resolution.

Project Goals:

- Create a welcoming atmosphere, with clear way-finding for visitors to the OCC and nearby hotels;
- Create a gateway to the Lloyd District along NE Holladay;
- Create a flexible, central gathering space that accommodates a variety of events, activities and everyday uses;
- Allow for a division of spaces so that outdoor terraces outside the Oregon Ballroom can be used separately from the more public central plaza;
- Provide level, barrier-free circulation across the corner as well as service and loading access to the Oregon Ballroom;
- Provide safety and aesthetic lighting effects that contribute to the increasing vitality in the district;

- Feature works of public art, interpretive displays and commemorative information including the existing statue of Dr. Martin Luther King Jr. and the Host Log sculpture;
- Demonstrate green design and sustainability practices, while featuring rich, textural all-season landscapes that represents the beauty of the Pacific Northwest; and
- Renovate existing planters next to the building and replant with new trees, shrubs and ground covers.

Mayer/Reed is a certified woman owned business and MWESB participation accounts for approximately 75 percent of the project scope and fees. Mayer/Reed, as lead consultant to a team of engineers and designers, will provide design, land use review, documentation, bid support and construction administration necessary to complete the "OCC - North Plaza Project." MERC staff have developed scope, fee and schedule requirements, which Mayer/Reed addressed in their proposal.

Fiscal Impact: The OCC's Fiscal Year 2015-2016 adopted budget includes \$1,050,000 for the appropriation for the Martin Luther King Jr., Oregon Ballroom and Holladay Plaza Landscape Design. It is expected that \$50,000 will be spent through this contract through the end of the fiscal year on June 30, 2016. Staff will present a budget amendment to the Commission at the June meeting to carry over the unspent budget amount, adding it to the fiscal year 2016-2017 budget.

Recommendation: Staff recommends that the Metropolitan Exposition and Recreation Commission, by Resolution 16-11, approve the contract award and written contract (attached hereto) with Mayer/Reed for the amount of seven-hundred eight thousand eight hundred thirty-three & 00/100 dollars (\$708,833.00) for "OCC - North Plaza Project" and delegate authority to the General Manager of Visitor Venues to execute the contract.

Personal Service Agreement

MERC Contract No. 306008

Personal Service Agreement over \$50,000

THIS AGREEMENT is between Metro Exposition Recreation Commission (MERC), an appointed commission of Metro, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Mayer/Reed, referred to herein as "Contractor," located at 319 SW Washington Street, Suite 820, Portland, Oregon 97204

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 May 1, 2016 and shall remain in effect until and including December 31, 2018, unless terminated or extended as provided in this Agreement. This agreement may be renewed or extended for 3 additional one-year periods at MERC'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.** MERC shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed SEVEN HUNDRED THOUSAND, EIGHT HUNDRED EIGHTY-THREE AND NO/100THS DOLLARS (\$708,883.00). Payment shall be made by MERC 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, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

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

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

5. **Indemnification.** Contractor shall indemnify and hold MERC, 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 MERC and for any claims or disputes involving subcontractors.

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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 MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

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.

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

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

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

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

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

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

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

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

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

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by

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MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

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

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

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

To Contractor: Carol Mayer-Reed
Mayer/Reed
319 SW Washington St
Portland, Oregon 97204
503-223-5953 fax

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

With Copy to: Nancy Strening
600 NE Grand Ave
Portland, Oregon 97232
503-797-1791 fax

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

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION
COMMISSION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Scope of Work – Attachment A

MERC Contract No. 306008

1. Purpose and Goal of Work

MERC is contracting for Design and Engineering services for a the Holladay-MLK Entrance Plaza Re-design Project at the Oregon Convention Center, located at 777 NE MLK Jr Blvd, Portland Oregon, 97206. The intent of the plaza re-design is to create a space that will:

- Create a sense of welcome and arrival to visitors to the OCC and nearby hotels
- Create a gateway to the Lloyd District along NE Holladay
- Provide better direction to the building entrances
- Create a flexible, central gathering space that accommodates a variety of events and activities and convention related events
- Offer everyday use spaces for small groups or individuals sitting, enjoying lunch, meeting people and casually enjoying the outdoors.
- Allow for a division of spaces so that outdoor terraces outside the Oregon Ballroom can be used separately from the more public central plaza
- Provide level, barrier-free circulation across the corner as well as service and loading access to the Oregon Ballroom
- Demonstrate green design and sustainability practices
- Feature a rich, textural all-season landscape that represents the beauty of the Pacific Northwest
- Provide safety and aesthetic lighting effects that contribute to the increasing vitality in the district
- Feature works of public art, interpretive displays and commemorative information including the existing statue of Dr. Martin Luther King Jr. and the Host Log sculpture
- Renovate existing planters next to the building and replant with new trees, shrubs and ground covers

2. Scope of Work and Deliverables

Task 1: Project Management and Coordination

Contractor shall provide project management for the work. Contractor's project manager is expected to prepare for, attend, and facilitate all project meetings and make presentations as needed. Contractor shall hold project coordination meetings as frequently as necessary, but no fewer than once per month, to provide effective and efficient information sharing and decision making with key team members and Metro staff. For estimating purposes, a total of fifteen (15) meetings with Metro, two (2) hours in length each, are assumed. Contractor shall provide a detailed agenda to Metro's project manager at least two days prior to each meeting, which address project issues and maintain the project's scope and schedule. Contractor shall be responsible for scheduling project team meeting and preparing and distributing agenda, communicating action items and preparing and distributing meeting minutes.

Contractors Project Management Responsibilities include:

- Provide project management, coordination and direction to the project team to complete the project on time and within budget.
- Provide effective and efficient communication with Metro's project manager.
- Provide monthly schedule updates.
- Prepare monthly invoices and progress reports summarizing progress, issues and concerns for the project's scope, schedule and budget. Invoices will include a summary by task showing amount budgeted, amount spent during invoice period, amount spent to date, percent spent to date, and percent complete.
- Review all documents and submittals to provide quality control.

Task 1 Deliverables shall Include:

- ▶ Regular communication by memo, email, and/or by phone.
- ▶ Project Schedule within ten (10) days of Notice to Proceed.
- ▶ Monthly schedule updates with progress reports.
- ▶ Monthly invoice with written progress report.

Scope of Work – Attachment A

MERC Contract No. 306008

- ▶ Coordination of and attendance at monthly team meeting, which are to be held at the Oregon Convention Center. Meetings will include up to 3 members of Contractor's team. The design process, inclusive of design review, is expected to last fifteen (15) months.
- ▶ Coordination of and attendance at OCC Master Plan coordination meeting.
- ▶ Meeting agendas at least two (2) days prior to each meeting.
- ▶ Meeting minutes and action items within five (5) days of each meeting.

Task 2: Land Use and Design Review Process

Contractor shall perform work necessary to obtain project approval from the Bureau of Planning Services (BPS) and the Bureau of Development Services (BDS). A land use review and a Type III design review process is assumed for this project. A land use pre-application conference, a design advice request (DAR) and two (2) design review (DR) hearings are assumed. All project application fees are to be provided by owner.

Task 2 Deliverables shall include:

- ▶ Prepare exhibits for and attend a land use pre-application conference.
- ▶ Prepare and submit a draft DAR package for owner review (1 week review).
- ▶ Prepare exhibits for and attend a design advice request (DAR) meeting.
- ▶ Prepare and submit land use review application.
- ▶ Prepare exhibits for and attend first design review (DR #1) hearing.
- ▶ Prepare exhibits for and attend second design review (DR #2) hearing.

Task 3: Detailed Design (60% design)

This task includes design services for one (1) progress submittal and a 60% milestone submittal. Contractor shall advance the existing concept design and prepare design documents to clearly communicate the project design intent. Each milestone submittal is predicated on Metro approval of the prior milestone submittal. Each Metro milestone review is assumed to be completed within a period of ten (10) working days from receipt of the milestone submittal documents. To ensure continuity of understanding between the parties throughout the design process, Contractor shall review drafts of all deliverables with the Metro project manager prior to submission of finalized documents. Metro project manager shall submit a written comment log to Contractor at the end of each Metro review period. Each stage of the design process will incorporate new findings and comments received from Metro.

The following parameters must be incorporated in the design:

- Final construction documents will meet all applicable current Metro, City of Portland, State and Federal development codes and conditions of approval.
- Materials specified will be new and installed in accordance with the appropriate codes, regulations and industry standards, including materials utilizing recycled content per Metro Executive Order 47.
- Design specifications shall be compatible with Metro's general and supplementary conditions for construction.
- Design specifications will require the construction contractor to make submittals for all materials to be used in the installation.
- Design will take into consideration long-term operation and maintenance efficiencies.
- Design to take advantage of any reuse and salvage materials during construction.
- Design will incorporate sustainable design elements to treat storm water, reduce or generate electricity, low impact development and use sustainable materials where possible for proposed structures and site improvements.
- Erosion Control/Resource Protection Plan will be included in construction documents and will meet applicable City, State and Federal requirements.

Contractor shall provide, at a minimum:

- Provide plan, section, elevation, and detail drawings to communicate the design intent and to address each item on the final list of improvements at the 60% milestone submittal.
- Provide civil/stormwater plans and basis of design.
- Provide survey information and plans to relocate the Bell exhibit to the Southeast Plaza

Scope of Work – Attachment A

MERC Contract No. 306008

- Provide outline specifications at 60% design milestone submittal.
- Drawings as requested by Metro for review by stakeholders at the 60% progress stage.
- Provide a construction cost estimate prepared by the team cost estimator, for the 60% milestone submittal.

Task 3 Deliverables shall include:

- ▶ 60% Plans, outline of potential specifications, and cost estimate
 - One (1) half sized hard copy and one PDF set of plans and details
 - Outline hard copy and one PDF of specifications
 - Cost estimate, one (1) hard copy and one (1) MS Excel File

Task 4: Construction Documents (90% and 100% design)

This task includes design services for one (1) progress submittal and two (2) milestone submittals, at 90% and 100% design. A progress submittal will be submitted prior to the 90% milestone submittal. Contractor shall provide final stamped and signed construction documents suitable for public bid and construction at the 100% milestone submittal.

Contractor shall prepare design and construction documents to implement design. Each milestone submittal (90%, 100%) is predicated upon Metro approval of the prior milestone submittal. Each Metro milestone review is assumed to be completed within a period of ten (10) working days from receipt of the milestone submittal documents. To ensure continuity of understanding between the parties throughout the design process, the Contractor shall review drafts of all deliverables with the Metro Project Manager prior to submission of finalized documents. Metro project manager shall submit a written comment log to Contractor at the end of each Metro review period. Each stage of the design process will incorporate new findings and comments received from Metro.

Contractor shall provide, at a minimum:

- Provide plan, section, elevation, and detail drawings as necessary to communicate the design intent and to address each item on the final list of improvements at the 90% and 100% milestone submittal phases.
- Provide complete engineering for any structures that are part of the final design package including stamped drawings and calculations.
- Provide Civil/Stormwater Management Engineering for all elements that are part of the final design package, including stamped drawings and calculations.
- Provide complete construction specifications at 90% milestone submittal.
- Provide complete and fully coordinated construction specifications at 100% milestone submittal.
- Drawings as requested by Metro for review by stakeholders at the 90% and 100% progress stages.
- Provide construction cost estimates prepared by the Contractor team cost estimator at 90% and 100% milestone submittals.

Task 4 Deliverables shall include:

- ▶ 90% Plans, Specifications, and cost estimate
 - One (1) half sized hard copy and one PDF set of plans and details
 - PDF of specifications
 - Cost estimate, one hard copy and one MS Excel File
- ▶ 100% Bid Plans, Specifications, and cost estimate
 - One (1) set of final construction documents, to include: one (1) full-sized hard copy, one (1) PDF file and one (1) DWG CAD file
 - Final specification hard copy in both MS word and PDF file formats
 - Cost estimate, one (1) hard copy and one (1) MS Excel File

Task 5: Permitting Assistance

Contractor shall provide the following services to obtain any environmental, land use, construction and other required permits and approvals for the project:

- Attend pre-application conference with applicable authorities having jurisdiction.

Scope of Work – Attachment A

MERC Contract No. 306008

- Provide plans for use in environmental permitting and land use processing, including drawing sizes necessary for submittal of all required land use processes, construction permits, and construction documents.
- Unless otherwise specified by Metro, submit and track all applications for required permits, land use reviews and any other processes required by authorities having jurisdiction.
- Provide revisions as necessary to address permitting agency comments.
- Prepare the permit set plans and specifications at the earliest possible time in the design process for use in development review processes.
- Revise plans and specifications as required to obtain construction permits as close to bid opening as possible.
- Review and provide comments on plans and specifications provided by manufacturers of pre-engineered items.

Task 5 Deliverables shall include:

- ▶ List of required permits and approvals, identifying respective authorities having jurisdiction.
- ▶ Draft permit/approval applications for review by Metro.
- ▶ Final permit/approval applications for review by respective authorities having jurisdictions, to include required supporting documentation.

Task 6: Services During Bidding

Contractor shall provide the following services to assist in Metro's construction bidding process:

- Attend the pre-bid meeting and respond to construction contractor questions at the meeting and during the bidding phase, as coordinated with Metro.
- Provide addenda, as requested by Metro, to bid documents to address questions received during the bid period.
- Assist in evaluation of bids received.

Task 6 Deliverables shall include:

- ▶ Bid document addenda, as requested by Metro.
- ▶ Written responses to construction contractor questions, as requested by Metro.

Task 7: Construction Support Services

Contractor shall provide the following service to support Metro during construction:

- Attend pre-construction meeting.
- Provide interpretations of construction documents.
- Respond to questions and requests for information (RFIs) from the construction contractor(s) during construction.
- Conduct site visits at intervals appropriate to the various stages of construction and to perform observation work as required by the governing code. Weekly site visits, twenty-four (24) in total, are assumed. Contractor's sub-consultants will perform site visits as necessary.
- Prepare site visit reports for each site visit.
- Review specified shop drawings, product and other submittals.
- Assist in preparing change orders.
- Conduct a final walk-thru and prepare a punch list of items to be addressed prior to acceptance.
- Preparation and submittal to metro of construction record drawings from construction contractor's field drawings.

Task 7 Deliverables shall include:

- ▶ Documentation provided to Metro of contractor questions and answers.
- ▶ Addendum documents as needed; may include plan and/or specification revisions.
- ▶ Meeting agendas and notes.
- ▶ Documentation of response to contractor requests for information.
- ▶ Documentation of review and approvals for bidder designed elements.

Scope of Work – Attachment A

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- ▶ Documentation of change orders.
- ▶ Site visit reports.
- ▶ Final punch list.
- ▶ One (1) set of record documents, to include: one (1) full-sized hard copy, one (1) PDF file and one (1) DWG CAD file. Record documents are based on documented changes throughout the construction process.
- ▶ Final specifications in both MS Word and PDF file formats.

3. Clarifications and Exclusions

- Schedule is based on draft schedule dated: April 13, 2016.
- Scope is based on draft scope dated April 13, 2016.
- All meeting assumed to be held in Portland.
- Drawings to be developed in AutoCad.
- Assume all curbs and city light poles remain in place. ROW work is limited to paving modifications and street trees.
- *Design of stormwater drainage systems and calculations in the ROW are excluded.*
- Scope includes site design prep and attendance at 1 Pre-App, 1 DAR, and 2 DR hearings. *DR-3 is considered Additional Services.*
- *LEED or Sustainable Sites Initiative documentation is not included.*
- *Public art selection and coordination is not included.*
- *Design of water features are excluded.*
- *Relocation or modification of architectural doorways is excluded.*
- Design of planter waterproofing is included. *Building waterproofing systems are not included.*
- *Architectural improvements to the building are excluded.*
- Landscape site design south of Oregon Street is *not* included, except for bell relocation at SE corner.
- *Digital and physical modeling is excluded.*
- Design review exhibits are included. *Separate perspective renderings are additional services.*
- *Construction staking not included.*
- Scope includes one (1) cost estimate for one design scheme at each of the three (3) milestone submittals. *Additional estimates at each phase for additional updates, alternate solutions, major scope changes due to budget overruns, changes due to design and system changes, program changes or separating the estimate into smaller component parts will be billed as additional services.*
- *All permit fees and agency charges are excluded.*
- *Metering and logging of existing power distribution and energy use is excluded.*
- *Redesign due to value engineering during construction is excluded.*
- *Alternate designs for cost/value comparisons for lighting and electrical design after the 60% submittal is additional services.*
- One (1) bid package is assumed. *Separate bid packages for project phasing are considered additional services.*
- *On-site inspection performed after the end of the warranty period will be billed as additional services.*
- *Floodplain, wetland or environmental work is not included.* Remediation for contaminated soil, if required, is to be done by owner.
- Required testing and inspections during construction will be provided by others.
- Post construction survey of as-built conditions is considered additional services.

4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed SEVEN HUNDRED EIGHT THOUSAND, EIGHT HUNDRED EIGHTY-THREE AND NO/100TH DOLLARS (\$708,883.00).

Scope of Work – Attachment A

MERC Contract No. 306008

Invoicing shall follow per the schedule of tasks below.

DETAILED DESIGN (36 weeks)

Mayer/Reed - Prime Consultant and Landscape Architecture	\$207,450
Luma - Lighting Design	\$ 7,850
PAE - Electrical Engineering	\$ 6,300
KPFF - Civil Engineering	\$ 26,350
Grummel Engineering - Structural Engineering	\$ 7,000
The Bookin Group - Planning and Permitting	\$ 11,000
Architectural Cost Consultants - Cost Estimating	\$ 4,978
KPFF - Surveying	\$ 5,070
GRI - Geotechnical Engineering	\$ 5,000

TOTAL TEAM DD FEES **\$280,998**

CONSTRUCTION DOCUMENTS (32 weeks)

Mayer/Reed - Prime Consultant and Landscape Architecture	\$215,181
Luma - Lighting Design	\$ 7,850
PAE - Electrical Engineering	\$ 6,300
KPFF - Civil Engineering	\$ 43,000
Grummel Engineering - Structural Engineering	\$ 10,000
The Bookin Group - Planning and Permitting	\$ -
Architectural Cost Consultants - Cost Estimating	\$ 4,994

TOTAL TEAM CD FEES **\$287,325**

BIDDING / PERMITTING ASSISTANCE (16 weeks)

Mayer/Reed - Prime Consultant and Landscape Architecture	\$ 21,321
Luma - Lighting Design	\$ 5,500
PAE - Electrical Engineering	\$ 5,000
KPFF - Civil Engineering	\$ 10,000
Grummel Engineering - Structural Engineering	\$ 1,000
The Bookin Group - Planning and Permitting	\$ -
Architectural Cost Consultants - Cost Estimating	\$ -

TOTAL BID / PERMIT FEES **\$ 42,821**

CONSTRUCTION OBSERVATION (24 weeks)

Mayer/Reed - Prime Consultant and Landscape Architecture	\$ 58,739
Luma - Lighting Design	\$ 8,800
PAE - Electrical Engineering	\$ 6,200
KPFF - Civil Engineering	\$ 21,000
Grummel Engineering - Structural Engineering	\$ 3,000
The Bookin Group - Planning and Permitting	\$ -
Architectural Cost Consultants - Cost Estimating	\$ -

TOTAL CO FEES **\$ 97,739**

TOTAL FEES (including expenses)

Mayer/Reed - Prime Consultant and Landscape Architecture	\$502,691
Luma - Lighting Design	\$ 30,000
PAE - Electrical Engineering	\$ 23,800
KPFF - Civil Engineering	\$100,350

Scope of Work – Attachment A

MERC Contract No. 306008

Grummel Engineering - Structural Engineering	\$ 21,000
The Bookin Group - Planning and Permitting	\$ 11,000
Architectural Cost Consultants - Cost Estimating	\$ 9,972
KPFF – Surveying	\$ 5,070
GRI - Geotechnical Engineering	\$ 5,000
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TOTAL FEE	\$708,883

HOURLY RATES

2016 Hourly Billing Rates

1. Principal	\$172
2. Project manager	\$125
3. Landscape architect t	\$115
4. Production	\$ 95

2017 Hourly Billing Rates

1. Principal	\$181
2. Project manager	\$131
3. Landscape architect t	\$121
4. Production	\$100

2018 Hourly Billing Rates

1. Principal	\$190
2. Project manager	\$138
3. Landscape architect	\$127
4. Production	\$105

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.