

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 96-8

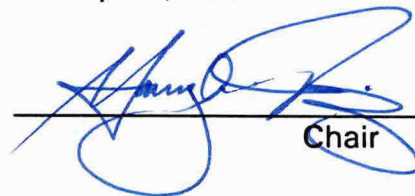
Approving the selection of Yost, Grube, Hall Architects for the Expo Expansion phased design and construction and authorize the General Manager to negotiate and execute a contract for such services within budget guidelines.

The Metropolitan Exposition-Recreation Commission finds:

1. That the expansion of the Expo Center is part of the MERC Business Plan and such expansion allows MERC to capitalize on available large business/event opportunities.
2. That the implementation of such expansion allows MERC to improve facilities as required by several studies and work-related issues.
3. That MERC has the authority to enter into a contract to design, in a phased manner, plans for an Expo Expansion; and, that funds are available for both Phase I design work and if approved, for Phase II work relative to construction.


BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission approves the selection of Yost, Grube, Hall Architects as the most responsive and qualified firm; and, also authorizes the General Manager to negotiate and execute a contract for preliminary design with Yost, Grube, Hall Architects not to exceed \$100,000 subject to budget levels'.

Passed by the Commission on January 19, 1996.


Chair


Secretary/Treasurer

APPROVED AS TO FORM
Daniel B. Cooper, General Counsel


By: Mark B. Williams
Senior Assistant Counsel

MERC Staff Report

Agenda Item/Issue: Approving selection of architect and authorization to enter into and execute a contract with Yost, Grube, Hall Architects for a phased Expo Center Expansion Design and Construction.

Resolution No: 96-8

Date: January 19, 1996

Presented by: Jeffrey A. Blosser

Background Analysis: Expo expansion design and construction is on a fast track process to meet event opportunities, deadlines, and achieve Expo Business Plan objectives. To that end, staff issued advertisement to solicit statements of qualifications for the necessary design, architectural and engineering work as well as construction management. Twenty packets of information were sent out and three responses were received. All three firms were interviewed by MERC staff (Mark Hunter, Chris Bailey, Jeff Blosser) and Metro Staff (Berit Stevenson) and scored accordingly against selection criteria. The firm of Yost, Grube, Hall Architects was selected unanimously by the review team as most responsive and qualified. If approved as Architect of record for this project by the Commission, then staff will negotiate a phased contract to cover design and construction. Initial phase would provide us with a preliminary design until the project is fully funded. And if not funded, staff would have a preliminary design of Expo Expansion for future use. If funded, Phase II would commence in March and would include schematic design and construction drawings, participation in construction contract selection as well as some construction management.

Discussion with Commission: This project has been discussed with MERC Commission preliminarily.

Fiscal Impact: Phase I, \$40,000 - \$100,000; Phase II and completion of project, \$12,900,000 for next fiscal year. Budget impact this year is between \$40-100,000.

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission approve the selection of Yost, Grube, Hall Architects to provide architect/design services for the Expo Expansion Project and authorize the General Manager to negotiate a contract with Yost, Grube, Hall Architects, not to exceed the budget, 10% of project costs or \$1,300,000.

PERSONAL SERVICES AGREEMENT

Contract No. 914871

THIS AGREEMENT is by and between Yost Grube Hall Architecture P.C., hereinafter called "Architect" or "Contractor", and the Metropolitan Exposition-Recreation Commission, a metropolitan commission established by METRO to renovate, maintain and operate metropolitan convention, trade and spectator facilities pursuant to ORS 268.395, 268.400 and 268.310(6); hereinafter called MERC.

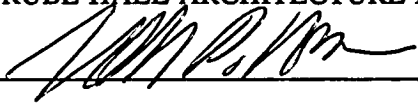
In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective February 5, 1996 and shall remain in effect until and including April 1, 1997 unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Architect Services," which is incorporated into this Agreement by reference, for work as described in the "Request for Statement of Qualifications EXPO Facility Addition", dated January 5, 1996, in accordance with the schedule as listed in "Exhibit B", for the Construction of a New Exhibition Building at the EXPO, 2060 N. Marine Drive, Portland, OR. 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 time(s) specified in "Exhibit C -- Compensation to Architect."
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to MERC thirty (30) calendar days prior to the change or cancellation.
 - d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Worker's Compensation Law shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers. Contractor shall provide MERC with certification of Worker's Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as an Exhibit, in lieu of the certificate showing current Worker's Compensation.

- e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$1,000,000. Contractor shall provide to MERC a certificate of this insurance, and thirty (30) calendar days' advance notice of material change or cancellation.
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, including attorney's fees, to the extent caused by Contractor's or its subcontractor's performance of this agreement, or by any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by MERC.
6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow MERC the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after MERC makes final payment and all other pending matters are closed.
7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of MERC, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such documents. The documents shall not be used by MERC or others on other projects unless the projects involve modifications in relation to the scope of this current project. To the fullest extent permitted by law, MERC shall defend, indemnify and hold harmless Contractor from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from use of such documents other than on the current project. Contractor retains the right to use images of the interior and exterior of the project in Contractor's professional and promotional materials.
8. 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.
9. 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 the 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.
10. 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.
11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions or ORS 279.545-279.650, 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.

12. 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.
13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.
14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, MERC may terminate this Agreement by giving Contractor fourteen (14) calendar 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.
15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by MERC of that or any provision.
16. 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.
17. Attorneys' Fees. In the event of any dispute between MERC and Contractor arising out of or relating to this Agreement, the prevailing party will be entitled to such reasonable attorney's fees during arbitration, trial or appeal as may be set by the arbitration panel or court.

YOST GRUBE HALL ARCHITECTURE P.C.

By: 
Title: PRINCIPAL
Date: FEB. 22, 1996

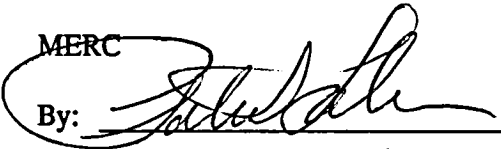
MERC
By: 
Title: General Manager
Date: 2/22/96

EXHIBIT A

SCOPE OF ARCHITECT'S SERVICES

A. GENERAL

1. Architect shall prepare all plans, specifications, two final colored renderings, sections, elevations, details and other documents and information which may be necessary or convenient to adequately and completely convey to Owner, Contractor(s) and others the information necessary for the design and construction of the project. For purposes of convenience, the Architect's services under this Agreement are referred to as Basic Services. All services referred to in this Agreement are Basic Services, unless and except as specifically referred to as Extra Work Items (Exhibit D). Architect shall perform Extra Work Items only if requested by Owner.

Except as specifically provided below, Architect's Basic Services shall consist of those architectural, engineering and other services which are customarily performed during the design and construction of comparable projects. They include architectural, structural, seismic, mechanical, electrical, life safety, interior design, audio/visual, acoustical, food service, energy conservation, civil engineering, landscape architectural services, signage, and such others as required by Contract to complete the work.

The parties recognize that funding for the construction of this Project is not yet certain. Therefore, the full Scope of Architect's Services is contingent upon the Project becoming funded. Initially, Architect shall only perform all of Phases (1) Programming and (2) Preliminary Concepts, and portions of (3) Schematic Design to a fee limit of \$100,000.00 (one hundred thousand and no/100ths dollars) and thereafter await Owner's further directions. Architect shall proceed with the remaining phases of the Basic Services when a written Notice to Proceed has been issued by Owner. The remaining phases may be undertaken in successive components, rather than in a lump sum format.

2. The Architect shall meet and confer with the Owner on a regular weekly basis during the Phases 1-3 with respect to site use and improvements, selection of materials, building systems and equipment, and to consider the Owner's recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors relating to costs of alternative designs or materials, preliminary budgets and possible economies.
3. The Architect shall be responsible for all internal printing and reproduction costs for its own use and for the use of its consultants in preparing, checking, coordinating and estimating the Project through and including the Construction Document Phase. Architect shall provide ten (10) sets of all material including drawings, specifications, and other documents for Owner's use at completion of Preliminary Concepts, Schematic Design, Design Development and at 60 percent and 100 percent completion of the Construction Document Phase.
4. A narrative progress report shall be submitted each month. The report shall include discussion of progress to date, problems, potential causes for delay or cost overrun and other information pertinent to the Project.
5. Evaluations of the Owner's Project budget, statement of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized,

however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's method of determining bid process, or over competition bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiating conditions prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

The Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Construction Documents alternate bids to adjust the Construction Cost to the fixed limit.

6. Architect shall maintain for the duration of the Contract, professional liability insurance covering personal injury and property damage arising from errors, omissions or malpractice. Coverage shall be in the minimum amount of \$1,000,000.00 (one million dollars). Architect shall provide Owner a certificate of this insurance, and thirty (30) calendar days advance notice of material changes or cancellation.
7. Architect's Project Manager is John Blumthal. No change in Project Manager shall be made without prior notification and approval of Owner.

B. BASIC SERVICES

Basic Services consist of work in eight (8) phases: (1) Programming; (2) Preliminary Concepts; (3) Schematic Design Services; (4) Design Development Services; (5) Construction Documents Services; (6) Bidding Phase; (7) Construction Administration Services; and (8) Post-Construction Services.

The schedule for the project depends upon the issuance of early bid packages for portions of the work. These portions of the work will therefore move through the sequence of phases more rapidly than the balance of the work, with the result that the phased process described herein will not occur as a single linear sequence. In the work to produce early bid packages for structure, foundations and under-floor utilities, the Design Development Phase will be merged with the Construction Documents Phase.

C. PROGRAMMING

1. The Architect shall develop for Owner's review and approval a functional program, space program and budget for this facility. To perform this work, the Architect will be provided the following information: (1) previously prepared Portland Exposition Center Facilities Plan; (2) preliminary design diagram; (3) priority list reflecting comments from selected MERC staff; (4) recent aerial photographs; (5) site boundary and topographical survey and geotechnical diagrams; and (6) utility plan. This information shall be subject to evaluation and testing as preliminary design concepts are developed, resulting in a final approved facility program.
2. Architect shall prepare initial site analysis considering Geotechnical, Topographical, Utility (including relocation if applicable), Pedestrian Flow and Service circulation, parking, and existing building and grading issues.
3. Architect shall develop jointly with Owner design objectives, overall project schedule (including application for and receipt of conditional use permit and Design Review Approval) and a Work Plan for future phases.

4. Architect shall investigate concepts for the overall development of the site as shown in Exhibit E, including land use, building sites, interior and exterior pedestrian and vehicular circulation including operational provisions, storage, loading and service provisions, landscaping concepts, site amenities and relationships to surrounding buildings and parking. Architect shall prepare and develop for Owner's review and approval a project program which synthesizes all previously provided information, incorporating the foregoing concepts and specifying optimum entry, building placement, elevation and massing, phasing and site utilization.
5. Architect shall coordinate its work with the work of the Owner's separate contracts for the project. Architect shall consult with the City of Portland as required to obtain the building permit(s). Architect shall also prepare written and graphic explanatory materials and appear on Owner's behalf at a reasonable number of meetings to brief interested parties as agreed upon by Contractor and MERC.
6. Architect shall make presentations of Programming and Site Analysis studies and data for approval by Owner. Program shall be formally adopted to serve as the basis for further design.

D. PRELIMINARY CONCEPTS.

1. Architect shall develop two (2) preliminary design concepts in sketch format (single line drawn from hand to scale is acceptable) in sufficient detail to allow adequate comparison for Owner to select a design direction from which one (1) will be selected for full development as described in Section E, below.
2. Preliminary Concept Design shall be conducted simultaneously with Programming and approved by the Owner. Design shall include building and site program for this Project.
3. Preliminary design concepts will be presented as small scale floor and site plans, building elevations indicating general concept of fenestration, building cross sections, massing models without indication of fenestration and materials, landscaping plans, and narrative descriptions of the proposed public entry area.
4. Floor plans shall show relationship of major interior spaces and major entrances.
5. Site plans shall show the main entry, building, landscaped areas, parking lot, and pedestrian and service circulation.
6. Architect shall evaluate the preliminary concepts against the construction budget, schedule, design objectives and program.
7. Architect shall make presentations of Preliminary Concepts for consideration by Owner and selection and approval of one concept for further refinement of the Schematic Design Phase.
8. Architect shall provide ten (10) sets of copies of all drawings and written material related to the selected preliminary design concept phase.

E. SCHEMATIC DESIGN SERVICES

1. Based on the selected Preliminary Design Concept, the Architect shall provide the services necessary to prepare Schematic Design Documents consisting of outline Drawings and Specifications and other documents illustrating the general scope, scale and relationship of Project components for approval by the Owner. Schematic Design shall also show conceptual plans for

future development to the extent required by the land use process. Schematic design studies shall consist of schematic plans and section drawings sufficient to meet the programmatic needs and to illustrate the scale and relationships of the architectural and landscaping components of the project. Architect shall prepare mounted presentation drawings, sketch perspectives, scale study models, and other graphic material as required.

2. During the course of Schematic Design, the Owner will be selecting and contracting with a general contractor (CM/GC) for construction manager/general contracting services. The Architect will assist the Owner during this selection process by offering advice as requested by Owner and providing written and graphic material describing the Project which will become a part of the Request for Proposals. Thereafter, Architect will cooperate and work with the selected CM/GC throughout the course of the project to ensure the completion of the building within the budget and by the date set for substantial completion.
3. The Architect shall evaluate Schematic Design against budget, schedule, design objectives and program.
4. Architect shall coordinate its work with the work of the Owner's separate contracts for this Project. Architect shall also prepare written and graphic explanatory materials and appear as may be required on Owner's behalf at a reasonable number of meetings to brief interested parties, as agreed upon by Contractor and MERC.
5. Provide materials research for the identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design. The Architect shall also investigate the availability and suitability of alternative architectural materials, systems and equipment.
6. The Architect shall report on the status of the design schedule and the projected work plan for future phases.
7. The Architect shall provide a cost estimate at the end of the Schematic Design Stage. This estimate shall be based on a square foot parameter cost for major project components. This estimate will be referred to as the "Approved Design Budget."
8. At the end of the Schematic Design Stage, the Architect shall present for approval, by the Owner, the drawings and other documentation defining the design and project description.

Submission shall consist of:

- a. Site Plan at 1" = 20' scale showing buildings, entry, pedestrian and service circulation, ingress and egress to site, parking, loading and proposed location of any special site features.
- b. Overall Floor Plans at 1/16" scale showing exterior and interior walls with single lines and entry and support at 1/8". Plans shall include:
 - (1) The following program spaces: entry, support areas (service and office areas), meeting rooms, lobbies, and public amenities (restrooms, concessions).
 - (2) Building entrances and exits.
- c. Elevation of entry, meeting rooms, lobbies, public amenities (restrooms, concessions) and building exteriors.

d. Narrative description of:

- (1) Visitor experience traveling through the main lobby entry and into the exhibit area.
- (2) Discussion of suggested location(s) for One Percent of Art artwork as may be applicable.
- (3) Proposed building materials.

e. Cost estimate covering all components.

9. Architect shall provide ten (10) sets of copies of all drawings and written material. One set of site plans, floor plans and building elevations shall be rendered and mounted for presentation purposes.

F. DESIGN DEVELOPMENT SERVICES

1. In the Design Development Stage, the Architect shall provide those services necessary to prepare from the approved program, Schematic Design Documents and Approved Design Budget for approval by the Owner the Design Development Documents consisting of Drawing and Specifications and other documents to fix and describe the size and character of the entire project, including architectural, structural, food services, mechanical, electrical systems, signage, landscape, site equipment, materials and such other elements as may be appropriate. Architect shall meet with the Owner and CM/GC to jointly consider the availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation.
2. Based upon the approved Schematic Design, the Architect shall prepare the documents for this Design Development Phase according to the following guidelines:
 - a. Architectural design documentation services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the project through:
 - (1) Plans, sections and elevations.
 - (2) Typical construction details.
 - (3) Fenestration, building enclosure.
 - (4) Three-dimensional sketch(es).
 - (5) Character and quality of building interiors.
 - (6) Preliminary color/material palette.
 - (7) Study model(s).
 - (8) Final materials selections.
 - (9) Equipment layouts.
 - (10) Building cross sections with floor to floor heights indicated.
 - (11) Signage.
 - b. Structural design documentation services consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish:
 - (1) Basic structural system and dimensions.
 - (2) Final structural design criteria.
 - (3) Foundation design criteria.

- (4) Sizing of major structural components.
 - (5) Critical coordination clearances.
 - (6) Drawings and Specifications and materials lists.
 - (7) Typical sections.
- c. Mechanical design documentation services consisting of continued development and expansion of mechanical Schematic Design Documents and development of Drawings and specifications and materials lists to establish:
- (1) Equipment sizes and capacities.
 - (2) Equipment layouts.
 - (3) Required space for equipment. Mechanical room layouts.
 - (4) Required chases and clearance.
 - (5) Acoustical and vibration control.
 - (6) Visual impacts.
 - (7) Energy conservation measures to comply with code.
 - (8) Riser diagrams.
 - (9) Equipment schedule showing numbers and capacities of all major equipment, pumps, fans, etc.
 - (10) Equipment control system scheme.
- d. Electrical design documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Drawings and Specifications and materials lists to establish:
- (1) Criteria for lighting, electrical and communications systems.
 - (2) Sizes and capacities of major components.
 - (3) Equipment layouts.
 - (4) Required space for equipment.
 - (5) Required chases and clearances.
 - (6) Riser diagrams.
 - (7) Energy conservation measures related to lighting.
- e. Civil design documentation services consisting of continued development and expansion of Civil Schematic Design Documents and development of Drawings and Specifications and materials lists to establish:
- (1) Site plans showing buildings, paving, sidewalks, curbs, walkways, landscaped areas, retaining walls, and special features.
 - (2) Plan showing existing grades.
 - (3) Site drainage layout and location of utilities and points from which services will be run to the building.
 - (4) Site lighting and distribution from sources.
 - (5) Service and loading areas.
 - (6) Primary and secondary entrances and exits.
- f. Landscape and streetscape design documentation services consisting of continued development and expansion of landscape Schematic Design Documents and development of Drawings and Specifications and materials lists to establish final scope and preliminary details for landscape work.
- g. Interior design documentation services consisting of continued development and expansion

of interior Schematic Design Documents and development of Drawings and Specifications and materials lists to establish final scope and preliminary details relative to:

- (1) Interior construction of the project.
 - (2) Special interior design features.
 - (3) Furniture, fixtures, and equipment selections.
 - (4) Plans, sections and elevations.
 - (5) Typical construction details.
 - (6) Three-dimensional sketch(es).
 - (7) Preliminary color/material palette.
 - (8) Study model(s).
 - (9) Final materials selection.
 - (10) Equipment layout.
 - (11) Signage.
3. At approximately one-half of completion of the Design Development Phase, the Architect shall conduct a review of the design process with the Owner and the CM/GC to ascertain that the Design Development Documents are on schedule and addressing the Owner's program requirements.
 4. Architect, as part of its production of the Design Development Documents, shall develop and refine as a single integrated document a written description of the criteria and standards to be incorporated into the final Construction Documents, where such design has not been explicitly defined in the Design Development Documents.
 5. During the course of this phase, Architect will work with the CM/GC to prepare evaluations of building materials and systems for the purpose of comparing construction costs, operating costs and short- and long-term benefits, i.e., value engineering/life-cycle analysis.
 6. Architect shall prepare, as part of Design Development, a Project Cost Estimate in sufficient detail to assist Owner in determining the reasonable construction costs of the Project. The estimate must take into account the availability of materials and labor, and construction sequencing and scheduling. If either the Architect's estimate or that of the CM/GC exceeds the "Approved Design Budget", the two estimates shall be reconciled. If necessary after reconciliation, the Architect shall, at the Architect's expense, redraw, revise, and/or value engineer the Project to bring the reconciled estimate within the budget.
 7. Architect shall coordinate its work with the work of the Owner's separate contracts for this Project. Architect shall consult the City of Portland as required to obtain the building permit(s). Architect shall also prepare written and graphic explanatory materials and appear as may be required on Owner's behalf at a reasonable number of agency meetings, as agreed upon by Contractor and MERC.
 8. Architect shall conduct informal meetings with City Planning staff to solicit and receive their comments with respect to the Project.
 9. Architect shall participate on the One Percent for Art selection committee and integrate and accommodate artwork in the final contract documents.
 10. At the end of the Design Development Phase, the Architect shall report on the status of the design schedule and the projected work plan for future phases to the Owner, and the Metro Council.

11. At the end of the Design Development Phase, the Architect shall present for approval, by the Owner, the Design Development Drawings and other documents as may be appropriate. In addition, Architect shall prepare and deliver to Owner two final colored renderings, depicting views selected by the Owner.
12. Architect shall provide ten (10) sets of copies of all final drawings and written material.

G. CONSTRUCTION DOCUMENTS SERVICES

1. Based upon the approved Design Development Documents, the Architect shall prepare for approval by the Owner, Construction Documents. It is understood that the work may be divided into separate bid packages based on the advice of the CM/GC.
2. Architect shall ascertain, consistent with professional A.I.A. standards, that the Construction Documents are complete, accurate and coordinated between the architectural work and the work of the engineering and other involved disciplines for the Project; and that the contents of the drawings and specifications are internally consistent and consistent with the end of the Design Development Phase concurred on by Owner and CM/GC. When Owner determines that revisions, amendments or supplementary documents are required because of a mistake on the part of Architect, Architect shall prepare them at no expense to Owner.
3. During the Construction Document Phase, Architect shall continue to prepare evaluations of building materials and systems for the purpose of comparing construction costs, operating costs and short- and long-term benefits consistent with Paragraph F.5.
4. The Architect shall present Construction Documents at the 60% (sixty percent) and final stages for Owner's review and comment. The Architect shall provide evaluation of budget, schedule and response to program and design objectives at each stage.
5. The Architect shall advise the Owner of any recommended adjustments to the Project's "Approved Design Budget" indicated by changes in Project scope requirements or general market conditions.
6. The Architect shall provide an independent estimate based on the 60% (sixty percent) Construction Document Stage. If either the Architect's estimate or that of the CM/GC exceeds the "Approved Design Budget", the two estimates shall be reconciled. If necessary after reconciliation, the Architect shall, at the Architect's expense, redraw, revise, and/or value engineer the Project to bring the reconciled estimate within the budget.
7. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
8. The Architect shall conduct informal meetings with City Planning staff to solicit and receive their comments with respect to the Project.
9. The Architect shall attend governing agency meetings with the Owner as required to assist the Owner in obtaining guidelines for the Project from regulatory agencies having approval jurisdiction.
10. The Architect shall prepare written and graphic materials as may be required from time to

time for Owner to obtain necessary uses, appeals, site and other governmental permits and approvals as agreed upon by Contractor and MERC.

11. The Architect will participate in the Furniture, Fixtures and Equipment (FF&E) process by:
 - a. Providing as part of Basic Services lists, cost estimates and specifications for the purpose of bidding and/or purchasing the following:
 - (1) Furniture related to the program spaces.
 - (2) Fixed food service equipment.
12. Architect services shall include study and coordination for utility relocation and road improvements within the site required to make the site functional.
13. Architect shall, as part of the development of Division I of the Specifications, coordinate with Owner and CM/GC to prepare 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.

Architect shall prepare for review by Owner a schedule of the time that will be required for the review of various shop drawings, samples, product data, and other items furnished by the CM/GC. At a minimum, such procedures shall require Architect to prepare and maintain all logs for all revision drawings, instruction bulletins, change orders, submittals, and similar documentation produced, transmitted, or received during the course of the work.
14. Architect shall prepare complete set(s) of signed reproducible Construction Documents and specifications as the deliverable work product of this phase and suitable for use as bidding documents. Documents shall be reviewed and approved by Metro's Property Insurance Company.
15. Architect shall prepare upon completion of Construction Documents Phase, an assessment of the estimated cost of construction based upon the final documents.
16. The Architect shall provide final selection and obtain Owner's approval of colors and materials. The Architect shall provide final text for all signage and obtain Owner's approval.

H. BIDDING PHASE

1. The Architect shall assist the Owner and the CM/GC with respect to the following matters regarding solicitation and obtaining bids from subcontractors:
 - a. Reviewing bidding schedules and procedures.
 - b. Assisting Owner and CM/GC in conducting pre-bid conferences with prospective bidders to familiarize bidders with the bidding documents and with any special systems, materials or methods called for by the documents.
 - c. Answering questions and evaluating substitution requests.
 - d. Review of bid document addenda.

2. Architect shall assist Owner and CM/GC with the preparation of all bid packages including alternates if required, General Conditions, Instructions to Bidders, bidding forms and other similar documents. CM/GC shall advertise, issue addenda, and print and distribute plans and specifications for bid.
3. If addenda are issued during the bidding phase and/or changes are made prior to execution of the construction contract for any respective bid package, such drawings and specifications as require revisions shall be conformed to the required construction condition and re-issued by Architect as part of a complete reproducible set of Conformed Construction Documents if requested by CM/GC.

I. CONSTRUCTION PHASE

1. The Construction Phase will commence with the award of the first contract for construction and, together with Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractors is due, or in absence of a final Certificate of Payment or of such due date, sixty (60) days after the Date of Substantial Completion of the work, or beneficial occupancy, whichever occurs first.
2. Architect shall meet with, advise, and consult with the Owner and Contractors weekly to review design compliance, workmanship, and acceptability of the Contractor's performance and final product.
3. Architect shall assist in the administration of the construction contracts as set forth in the General Conditions. Architect shall meet with and advise Owner as requested to facilitate prompt, economical and satisfactory completion of construction.
4. Instruction by Architect to the CM/GC shall be forwarded through the Owner except as may be required in the event of an emergency. Architect shall have authority to act on behalf of Owner only the extent provided in the Contract Documents unless otherwise modified in writing by Owner.
5. Architect shall assist Owner and CM/GC in conducting pre-construction and progress meetings at which Owner, Architect, CM/GC and Contractors will discuss jointly such matters as procedure, progress, problems and scheduling.
6. Architect shall inform Owner in writing of any meetings and discussions with the CM/GC or subcontractors that result in decisions or actions by the Architect which affect the Project.
7. Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with work, for any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
8. Architect shall at all times have access to the work. He shall visit the site as necessary but not less than once a week during the construction phase, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in conformity with the Contract Documents. However, Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. He shall prepare and submit to Owner and CM/GC a written report detailing his

observations at each visit to the Project site. On the basis of such on-site observations as an Architect, Architect shall keep Owner informed of the progress and quality of the work and shall advise Owner if the work in general is not proceeding in conformance with the Contract Documents. Architect shall endeavor to guard Owner against defects and deficiencies in the work of the CM/GC.

9. Architect shall be the interpreter of the requirements of the Contract Documents as regards the compliance and workmanship in accordance with the design documents. Architect shall render interpretations necessary for the proper execution or progress of the work upon written request of Owner. Unless a longer period is agreed to by Owner, Architect shall render written decisions within ten (10) working days of receipt thereof, on all claims, disputes and other matters in question between Owner and the CM/GC relating to the compliance with design of the work or the interpretation of the Contract Documents.
10. Interpretations and decisions of Architect shall be provided to Owner within ten (10) working days of Architect's receipt of the requests for information, interpretations or decisions relating to compliance with the intent of the construction documents. When a period of greater than ten (10) working days is required to resolve such matters, Architect shall nonetheless indicate in writing within ten (10) days the effort and time required and shall confer with Owner as relates to the priority of such information. The information provided by Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form.
11. Architect shall notify the Owner of any work which he observes does not conform to the Contract Documents and, upon instruction from the Owner, may reject such work on the Owner's behalf.
12. Architect and CM/GC shall establish and implement procedures for expediting the processing, review and acceptance of shop drawings and samples.
13. In accordance with professional practice, Architect shall review and note any exceptions, or take other appropriate action, on the CM/GC's submittals such as shop drawings, product data, samples, or other written or graphic material for conformance with the design concept of the work. Such review shall include whether or not the work has conformed with the Project design concept and with the Construction Documents. Such action shall be taken by Architect and its consultants consistent with the scheduling and progress of the Project, and with consideration for the priority assigned to the requirement for such information by CM/GC. All submittals and their return by Architect shall be routed through Owner. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Architect shall endeavor to protect Owner against defects, discrepancies, and deficiencies in such submittals of which Architect is aware or of which Architect in the exercise of reasonable care and through its development of the Construction Documents should be aware. Architect's review will not relieve CM/GC of any of its obligations under the Contract Documents.
14. Architect shall carefully review written requests for substitutions for specific products, materials, equipment, or systems, and other departures from the Construction Documents. Architect 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 CM/GC. Architect shall provide to Owner a written response on the subject request, with a recommendation for its disposition and the reasons therefor.

15. Architect shall prepare Drawings, Specifications and supporting data and provide other services in connection with a Change Order to remedy a deficiency or to clarify the Drawings and Specifications. This additional information shall be issued as a part of a complete reproducible set of Conformed Construction Documents, if requested by the CM/GC.
16. Based on Architect's observations and evaluations of the CM/GC's Applications for Payment, the Architect shall review and certify the amounts due to the CM/GC. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site and on the data comprising the CM/GC's Application for Payment that, to the best of the Architect's knowledge, information and belief the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviation from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect.
17. Architect shall review the work to determine, in consultation with the Owner, the occurrence of the Date of Substantial Completion of the work done by the CM/GC (and the date upon which such work is finally completed). The Architect shall, based on his observations and investigation, compile a list of incomplete and unsatisfactory items to be forwarded to the Owner who shall obtain from CM/GC a schedule for their completion. The Architect shall review all written warranties, as-builds, operation and maintenance manuals and related documents required by the Contract Documents as assembled by the CM/GC.
18. Architect shall review the testing and inspection reports of independent testing agencies, and make written recommendations to Owner as the evaluation of the report data dictates.
19. Architect shall review and become knowledgeable with the CM/GC's construction schedule as accepted by Owner. 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 Owner.
20. Architect shall provide testing and air balancing criteria for all equipment and systems and shall review testing and balancing reports and advise Owner whether the equipment and systems meet design criteria. If systems and equipment do not meet design criteria, Architect shall advise Owner of appropriate remedial action to be taken by CM/GC.
21. Architect's mechanical, electrical and specialty engineers and designers in conjunction with the CM/GC's specified training sessions, will conduct a walk-through seminar of appropriate length and detail to explain to Owner personnel the specific operation of equipment and systems and assist in building start-up.
22. Architect shall advise Owner of changes in applicable codes and regulations that have taken place after the Building Permit is issued as the Architect becomes aware of them.
23. The extent of the duties, responsibilities and limitations of authority of the Architect as a representative of the Owner during construction shall not be modified or extended without written consent of the Owner.

J. POST-CONSTRUCTION PHASE

Based on information provided by the CM/GC, the Architect shall provide the Owner with reproducible full-size record (as-built) drawings and/or specifications. In addition, Architect shall provide to Owner as-built drawings on AutoCAD. The final record drawings, specifications and CAD discs shall be delivered to Owner within sixty (60) calendar days after receipt of all necessary written information.

EXHIBIT B

PRELIMINARY SCHEDULE

The following schedule is the basis for defining the preliminary schedule of the work. As the specific work pieces are better understood, the project schedule will be refined. However, the MERC milestone for construction completion is not subject to change.

SCHEDULE

MERC MILESTONES

| | | |
|----|----------------|-----------------------|
| by | 1/15/96 | Architect Selection |
| by | 3/14/96 | Contractor Selection |
| by | 4/17/96 | GMP Established |
| by | 6/3/96 | Permit |
| by | 6/4/96 | Construction Start |
| by | Approx 2/17/97 | Construction Complete |

DESIGN & DOCUMENTS

| | | | |
|---------|----|---------|------------------------|
| 2/19/96 | to | 3/4/96 | Concept Design |
| 3/4/96 | to | 3/25/96 | Schematic Design |
| 3/25/96 | to | 4/15/96 | Foundations |
| 3/25/96 | to | 4/15/96 | Under-Floor Utilities |
| 3/25/96 | to | 4/22/96 | Structure |
| 3/25/96 | to | 5/6/96 | Design Development |
| 5/6/96 | to | 6/10/96 | Architectural Shell |
| 5/6/96 | to | 6/10/96 | Finishes and Interiors |
| 5/6/96 | to | 6/10/96 | Site Development |

REGULATORY APPROVALS

| | | | |
|---------|----|---------|----------------------------|
| | by | 2/13/96 | Pre-Application Conference |
| 3/11/96 | to | 6/3/96 | Planning Review |
| 4/15/96 | to | 6/3/96 | Foundation Plan Check |
| 4/22/96 | to | 6/3/96 | Structural Plan Check |
| 6/10/96 | to | 7/29/96 | Architectural Plan Check |

CONSTRUCTION

| | | | |
|---------|----|----------------|-----------------|
| 4/22/96 | to | 7/22/96 | Long Lead Items |
| 6/10/96 | to | 7/22/96 | Foundations |
| 7/8/96 | to | Approx 9/16/96 | Structure |
| 7/29/96 | to | Approx 1/7/97 | Enclosure |
| 9/15/96 | to | Approx 1/7/97 | Finishes |
| 8/5/96 | to | Approx 11/4/96 | Site |

EXHIBIT C

COMPENSATION TO ARCHITECT

- A. Architect shall be paid by Owner for work and services defined under Exhibit A of this Agreement as provided hereinafter. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to perform the work.

B. Total Cost

The total cost of the services provided under this Agreement during all phases shall not exceed \$1,030,000.00 (one million, thirty thousand dollars).

C. Architect's Basic Services Compensation

Architect's Lump Sum Fee for Basic Services shall include all work performed by Architect to fulfill his responsibilities set forth in this Agreement. Compensation for such services shall be as follows:

1. Prior to March 15, 1996, compensation to the Architect shall not exceed \$100,000.00 (one hundred thousand and 00/100ths dollars).
2. Compensation by Phase shall be as follows:

| | |
|-----------------------------|------------------|
| Programming | \$ 14,100 |
| Preliminary Concepts | \$ 35,200 |
| Schematic Design | \$124,000 |
| Design Development | \$209,500 |
| Construction Documents | \$306,400 |
| Bidding | \$ 26,600 |
| Construction Administration | \$290,300 |
| Post-Construction | <u>\$ 23,900</u> |
| Total: | \$1,030,000 |

D. Extra Work

If Owner in writing authorizes the performance of Extra Work Items as described in Exhibit D, Architect shall be compensated in full by payment of expenses, subconsultants' fees, direct salary and overhead plus a fee of ten percent (10%) of consultants' fees, direct salaries and overhead unless the parties agree otherwise. Expenses shall be compensated at cost.

E. Manner and Time of Payment

1. Payment for Basic Services shall be based on Architect's approved contract design schedule. If actual progress is behind the approved contract design schedule, progress payments may be withheld until progress is consistent with the scheduled progress. Such payments will be made in one (1) month increments and fractional payments will not be made.

For purposes of contract management, Architect shall prepare for Owner an estimate of billing by phase.

2. Architect shall submit to Owner each month a statement of work performed and a percentage of the appropriate Phase(s) amount represented by the current request for payment, plus the cumulative total of all payments made to date.
3. Payment on account of Architect's Extra Work Items shall be made monthly upon presentation of Architect's statement of expenses, together with supporting documentation, as reasonable required by Owner.
4. Should Owner question any portion of the statement, Owner shall immediately notify Architect in writing of the amount in question and the reason therefor. The unquestioned portion of the statement will be paid promptly.
5. Upon final payment of each phase, as indicated in Paragraph C above, the Architect shall notify Owner of any and all claims for extra services to date.
6. Architect shall certify the accuracy of its own and all Subconsultants' invoices.
7. Owner agrees to pay the unquestioned amount invoiced in full within thirty (30) days after receipt of an acceptable invoice.
8. Architect agrees to accept payments by Owner in full and complete satisfaction for all services rendered under the terms of this Agreement.

EXHIBIT D

EXTRA WORK ITEMS

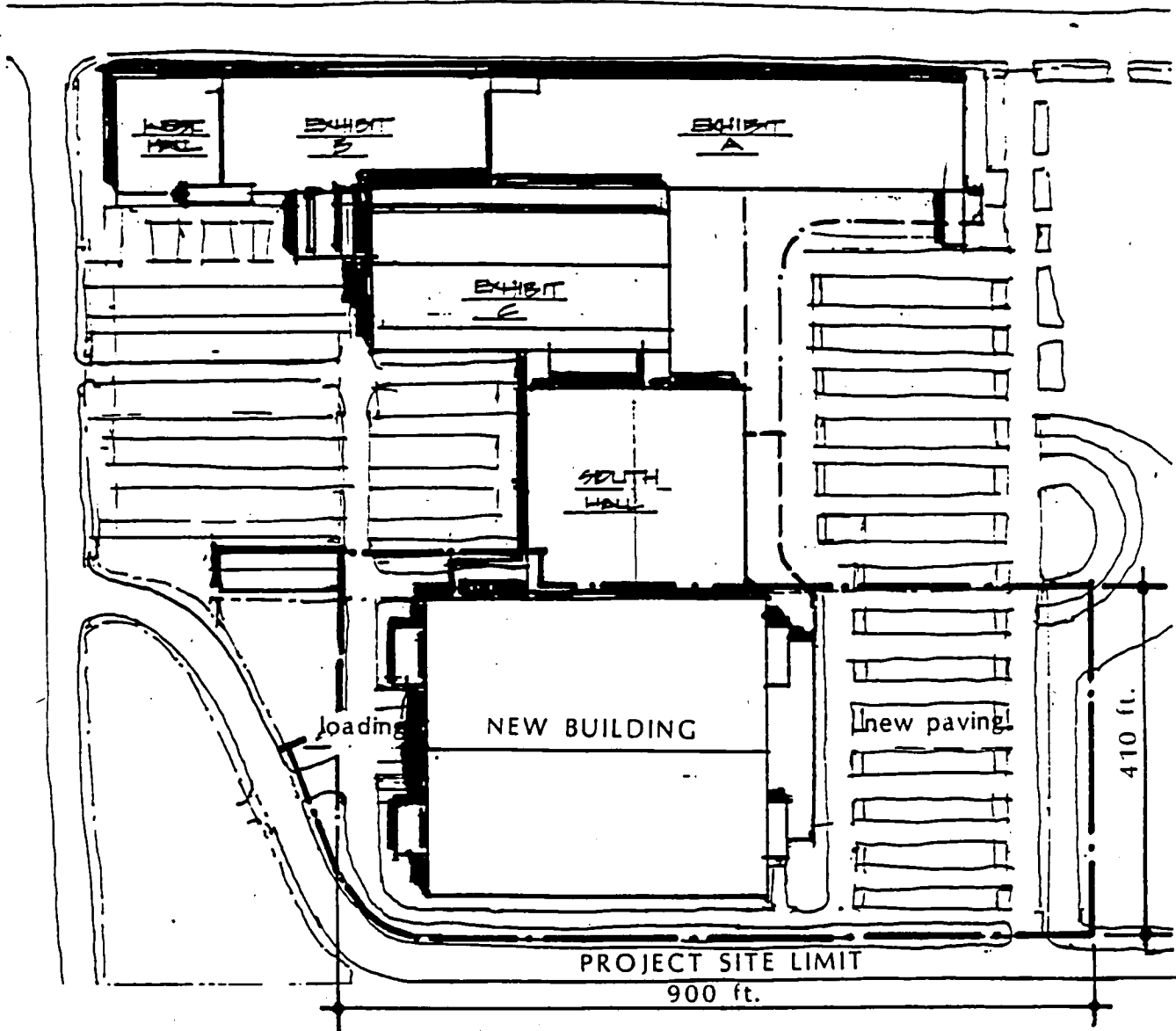
The following Services are the only ones not included in Basic Services unless so identified. They shall be provided if authorized in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

1. Services related to environmental impact statements or studies.
2. Services related to the discovery or removal of hazardous substances.
3. Providing Detailed Estimates of Construction Cost, in formats other than the Architect's standard estimating format which must be approved by Owner prior to contract initiation.
4. Making revisions in Drawings, Specifications or other design documents when such revisions are inconsistent with written approvals or documented instructions previously given, or are required by the enactment, or revision of codes, laws or regulations subsequent to the preparation of construction documents or are due to other causes not solely within the control of the Architect, except as otherwise provided in this Agreement.
5. Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
6. Providing services made necessary by the default of the CM/GC, or by major defects or deficiencies in the Work of the CM/GC, or by failure of performance of either the Owner or CM/GC under the Contract for Construction.
7. Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation except as required in Section I. 20 of Exhibit A.
8. Preparing to serve or serving as an "expert witness" (as distinguished from a factual witness) in connection with any process approval, arbitration proceeding or legal proceeding except as a witness in the Architect's own defense.
9. Providing services relating to the solicitations for and selection of vendors who will provide various operating services following completion of construction.
10. Full-time on-site representation during any phase of the construction.
11. Full-time services of the Architect's Project Manager during the construction phase beyond those provided in Basic Services. Basic Services include shop drawing review, attendance at working site meetings and allowance for office activities.
12. On-site acoustical testing to determine ambient noise and vibration levels resulting from adjacent environmental sources.
13. In Post-Construction, reviewing work performed pursuant to CM/GC's warranties and guarantees, reviewing remedial steps identified in evaluation reports, and making written recommendations to Owner respecting such work.
14. Preparation of special written or graphic material for public information meetings other than that prepared under Basic Services.
15. Preparation of a detailed model of the final design suitable for marketing and display.

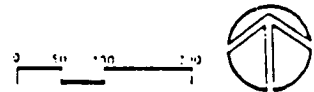
16. Design work related to satellite or microwave transmission of audio or video signals.

EXHIBIT E

SITE PLAN



SITE PLAN



EXPO FACILITY ADDITION

Metropolitan Exposition-Recreation Commission
Portland, Oregon