

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**RESOLUTION NO. 01-33**

For the purpose of authorizing staff to issue a Request for Proposals for "Testing and Balancing of Mechanical Systems (TAB) for the Oregon Convention Center Expansion", and authorizing the General Manager to execute a Contract with the selected proposer based on staff evaluation and recommendations.

The Metropolitan Exposition-Recreation Commission finds:

1. That in order to complete the Oregon Convention Center Expansion in accordance with standard industry requirements, the mechanical systems in the building must be tested and balanced, and
2. That testing and balancing the mechanical systems is necessary to verify that the constructed HVAC systems function properly and in accordance with the design specifications established by the mechanical engineer, and
3. That the approved Capital Budget includes \$110,000 for testing and balancing of Mechanical Systems, and
4. That the Commission must approve issuance of a Request for Proposals, and may authorize the General Manager to execute a contract with the successful proposer subject to conditions established by the Commission.

**Be it therefore resolved** that the Metropolitan Exposition-Recreation Commission authorizes Staff to issue a Request for Proposals for Testing and Balancing of Mechanical Systems for the Oregon Convention Center Expansion in a form substantially similar to the Request For Proposals attached as Exhibit "A"; and

**Be it further resolved** that the Commission authorizes the General Manager of MERC to execute a contract for said Testing and Balancing of Mechanical Systems for the Oregon Convention Center Expansion after staff has selected the successful proposal, provided that the cost of the contract does not exceed the available funds budgeted.

Passed by the Commission on October 24, 2001.



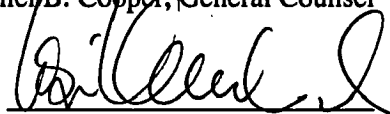
Chairman



Secretary/Treasurer

Approved As to Form:  
Daniel B. Cooper, General Counsel

By:



Senior Assistant Counsel

## **MERC STAFF REPORT**

**Agenda Item/Issue:** Authorizing Staff to issue a Request for Proposals for "Testing and Balancing of Mechanical Systems (TAB) for the Oregon Convention Center Expansion" and authorizing the General Manager to execute a contract with the selected TAB consulting company based on staff evaluation and recommendations.

**Resolution No:** 01-33

**Date:** October 24, 2001

**Presented by:** Karl Schulz, Senior Project Manager

**Background:** Part of the scope of work for the OCC Expansion has been the design of the air distribution and heating and cooling (HVAC) systems for both the parking garage and building areas, and the integration of these systems with the systems of the existing Convention Center building to achieve maximum efficiency in both initial cost and future operation and maintenance. Once these systems are constructed and installed, it is a construction industry requirement that a certified agency test and balance (TAB) those systems to adjust them to the requirements of the designing mechanical engineer. The certified consulting agency, to be selected and approved by the Expansion Project Team, will be responsible to inspect, test, balance systems, and document in a formal report the HVAC systems installed or modified at the Oregon Convention Center Expansion site for the duration of the project.

**Process:** The Request for Proposals defines the scope of services to be provided by the TAB consulting company for the mechanical systems for the Expansion and the existing OCC building. The Request for Proposals defines the requirements for the selection, contracting and testing services to be provided. The Proposers will complete their proposals based on the information defined in the Request for Proposals.

**Fiscal Impact:** The contracting of Testing and Balancing of Mechanical Systems (TAB) was budgeted in the original Expansion Project Budget under Testing Agencies for \$110,000, based on the knowledge that these services are required for all major construction projects. This budgeted amount has been integrated into the FY budgets for 2001-02 and 2002-03. The estimated cost at this time for contracting is between \$90,000 - \$110,000.

**Contract Approval:** It is requested that the MERC Commission authorize the General Manager to execute the contract based on the recommendations of the staff after an evaluation of all proposals. Should the contract amount exceed \$75,000 staff would normally request formal contract approval by the Commission. However, in this circumstance, submission of the contract to the Commission could delay staff's ability to release the contract for Testing and Balancing of Mechanical Systems (TAB) and thus delay the timely execution of services. Therefore, it is requested that the MERC Commission authorize the General Manager to execute the contract for Testing and Balancing of Mechanical Systems (TAB) with the selected proposer, provided that the contract amount is within the amount of budgeted funds for Testing and Balancing of Mechanical Systems (TAB).

**Recommendation:** Staff recommends that the Commission approve the release of a "Request for Proposals for Testing and Balancing of Mechanical Systems (TAB) for the Oregon Convention Center Expansion" in substantially the same form as the Request for Proposals attached to the Resolution as Exhibit "A," and that the Commission authorize the General Manager of MERC to execute a contract for said Testing and Balancing of Mechanical Systems (TAB) services for the Oregon Convention Center Expansion, provided that the contract amount is within the amount of budgeted funds for Testing and Balancing of Mechanical Systems (TAB).





Act ID	Activity Description	Orig Dur	Early Start	Early Finish	2001												2002												2003											
					J	J	A	S	O	N	D	J	J	F	M	A	M	J	J	A	S	O	N	D	J	J	F	M	A	M	J	J								
2230	ZN 5- FLOOR DECK @ ELEV 120	3	07MAR02	11MAR02																																				
2235	ZN 5- OWSJ & BRIDGING ELEV 120	3	05MAR02	07MAR02																																				
2240	ZN 5- ROOF DECK @ ELEV 130	6	15MAR02	22MAR02																																				
2245	ZN 5- ROOF DECK @ ELEV 132	2	12MAR02	13MAR02																																				
2250	ZN 6- ERECT MOMENT FRAMES	3	20FEB02	22FEB02																																				
2252	ZN 7- ASSEMBLE TRUSSES	5	18FEB02	22FEB02																																				
2255	ZN 7- ERECT & BRACE TRUSSES T7 THRU T10	10	25FEB02	08MAR02																																				
2257	ZN 8- ASSEMBLE TRUSSES	3	06MAR02	08MAR02																																				
2260	ZN 8- ERECT TRUSSES T1 THRU T3	4	11MAR02	14MAR02																																				
2265	ZN 8- ERECT OWSJ	4	13MAR02	18MAR02																																				
2270	ZN 8- OWSJ BRIDGING	5	19MAR02	25MAR02																																				
2275	ZN 8- ROOF DECKING @ ELEV 132	15	28MAR02	15APR02																																				
2277	ZN 9- ASSEMBLE TRUSSES	3	12MAR02	14MAR02																																				
2280	ZN 9- ERECT T1 TRUSSES	4	15MAR02	20MAR02																																				
2282	ZN 9- ERECT COLS/BMS	3	21MAR02	25MAR02																																				
2285	ZN 9- ERECT OWSJ	4	19MAR02	22MAR02																																				
2290	ZN 9- PLUMB/ BOLT/ WELD	3	28MAR02	28MAR02																																				
2295	ZN 9- OWSJ BRIDGING	4	26MAR02	29MAR02																																				
2300	ZN 9- ROOF DECKING @ ELEV 132	18	04APR02	29APR02																																				
2305	ZN 9- FLOOR DECK @ ELEV 108	8	29MAR02	09APR02																																				
2310	ZN 9- ROOF DECK @ ELEV 108 H-R/17-19	2	10APR02	11APR02																																				
2315	ZN 9- ROOF DECK @ ELEV 132 H-R/17-19	4	30APR02	03MAY02																																				

5105	ZN 1- FRP SOMD @ 108 B.5-C/11.1-17	5	29JAN02	04FEB02																									
5110	FRP SOMD @ EL 108 B.5-H/17-21.5	5	08FEB02	14FEB02																									
5115	FRP ROOFTOP PLANTERS GRID B/11.1-17	7	01FEB02	11FEB02																									
5120	FRP ROOFTOP PLANTERS LOADING DOCK	7	14FEB02	22FEB02																									
5125	EXT WL M.STD FRM GRID B/11.1-17 (83-108)	3	12FEB02	14FEB02																									
5130	EXT WL M.STD FRM GRID B.5/11.1-17 (108-132)	3	05FEB02	07FEB02																									
5135	EXT WL M.STD FRM GRID B-F.5/17-22 (83-108)	5	25FEB02	01MAR02																									
5140	EXT WL M.STD FRM GRID B.5-F.5/17-21.5 (108-132)	5	15FEB02	21FEB02																									
5145	LEDGER ANGLES GRID B/11.1-17 (83-108)	5	15FEB02	21FEB02																									
5150	LEDGER ANGLES GRID B.5/11.1-17 (108-132)	3	08FEB02	12FEB02																									
5155	LEDGER ANGLES GRID B.5-F.5/17-21.5 (108-132)	3	22FEB02	26FEB02																									
5160	STAINLESS STL DRAIN LEADERS & SCUPP B/11.1-17	2	19FEB02	20FEB02																									
5165	LEDGER ANGLES GRID B-F.5/17-22 (83-108)	8	04MAR02	13MAR02																									

J J A S O N D J J F M A M J J A S O N D J J F M A M J J

2001 2002 2003

Run Date 17AUG01 11:37

Early Bar  
 Progress Bar  
 Critical Activity

OREGON  
CONVENTION CENTER  
PHASE II

1370

Sheet 10 of 19  
 08.01.01 UPD  
 LT50- ACTIVITY NUMBER /BY AREA  
 \*Sort by Activity Number\*

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EXHIBIT B pg 3 of 7

Act ID	Activity Description	Orig Dur	Early Start	Early Finish	2001												2002												2003											
					J A S O N D J F M A M J J A S O N D J F M A M J J												J A S O N D J F M A M J J												J A S O N D J F M A M J J											
5170	STAINLESS STL DRN LEADERS & SCUPP B-F.5/17-22	6	08MAR02	15MAR02																									5170 STAINLESS STL DRN LEADERS & SCUPP B-F.5/17-22											
5175	FRP HSEKP PADS & CURBS MECH RM 3950	4	15FEB02	20FEB02																									5175 FRP HSEKP PADS & CURBS MECH RM 3950											
5180	ZN 1- ROOF BLOKING @ PARAPETS EL 132	4	22FEB02	27FEB02																									5180 ZN 1- ROOF BLOKING @ PARAPETS EL 132											
5185	ZN 1- ROOFING ELEV 132	15	28FEB02	20MAR02																									5185 ZN 1- ROOFING ELEV 132											
5190	FIREPROOFING EL 108 B.5-H/17-21.5	6	07MAR02	14MAR02																									5190 FIREPROOFING EL 108 B.5-H/17-21.5											
5195	FIREPROOFING EL 108 B.5-C/11.1-17	3	15MAR02	19MAR02																									5195 FIREPROOFING EL 108 B.5-C/11.1-17											
5200	ZN 1- ROOF BLOKING @ PARAPETS EL 108	4	04MAR02	07MAR02																									5200 ZN 1- ROOF BLOKING @ PARAPETS EL 108											
5205	ZN 1- ROOFING ELEV 108	6	08MAR02	15MAR02																									5205 ZN 1- ROOFING ELEV 108											
5210	FIREPROOFING EL 83 B-H/17-22	10	15MAR02	28MAR02																									5210 FIREPROOFING EL 83 B-H/17-22											
5215	FIREPROOFING EL 83 B-C/11.1-17	4	29MAR02	03APR02																									5215 FIREPROOFING EL 83 B-C/11.1-17											
5220	GYP SHEATHING/ TYVEK EL 83 B-F.5/17-22	10	29MAR02	11APR02																									5220 GYP SHEATHING/ TYVEK EL 83 B-F.5/17-22											
5225	ALUM WINDOW/DR FRM EL 83 B/11.1-17	3	04APR02	08APR02																									5225 ALUM WINDOW/DR FRM EL 83 B/11.1-17											
5230	GYP SHEATHING/ TYVEK EL 83-108 B/11.1-17	6	12APR02	19APR02																									5230 GYP SHEATHING/ TYVEK EL 83-108 B/11.1-17											
5235	ALUM WINDOW/DR FRM EL 108 B.5/11.1-17	3	20MAR02	22MAR02																									5235 ALUM WINDOW/DR FRM EL 108 B.5/11.1-17											
5240	GYP SHEATHING/ TYVEK EL 108-132 B.5-F.5/17-21.5	10	15MAR02	28MAR02																									5240 GYP SHEATHING/ TYVEK EL 108-132 B.5-F.5/17-21.5											
5245	GYP SHEATHING/ TYVEK EL 108-132 B.5/11.1-17	6	29MAR02	05APR02																									5245 GYP SHEATHING/ TYVEK EL 108-132 B.5/11.1-17											
5250	EXP JTS/ WL FLASH 108-132 B.5-F.5/17-21.5	3	29MAR02	02APR02																									5250 EXP JTS/ WL FLASH 108-132 B.5-F.5/17-21.5											
5255	EXP JTS/ WL FLASH 108-132 B.5/11.1-17	2	08APR02	09APR02																									5255 EXP JTS/ WL FLASH 108-132 B.5/11.1-17											
5260	EXP JTS/ WL FLASH 83-108 B-F.5/17-22	3	12APR02	16APR02																									5260 EXP JTS/ WL FLASH 83-108 B-F.5/17-22											
5265	EXP JTS/ WL FLASH 83-108 B/11.1-17	2	22APR02	23APR02																									5265 EXP JTS/ WL FLASH 83-108 B/11.1-17											
5270	BRICKWORK EL 108-132 B.5-F.5/17-21.5	15	03APR02	23APR02																									5270 BRICKWORK EL 108-132 B.5-F.5/17-21.5											
5275	BRICKWORK EL 108-132 B.5/11.1-17	10	24APR02	07MAY02																									5275 BRICKWORK EL 108-132 B.5/11.1-17											
5280	BRICKWORK @ PARKING G. ENTRY & RET. WALL	10	28DEC01	11JAN02																									5280 BRICKWORK @ PARKING G. ENTRY & RET. WALL											
5285	BRICKWORK EL 83-108 B-F.5/17-22	15	24APR02	14MAY02																									5285 BRICKWORK EL 83-108 B-F.5/17-22											
5290	BRICKWORK EL 59-108 B/11.1-17	15	15MAY02	05JUN02																									5290 BRICKWORK EL 59-108 B/11.1-17											
5295	BRICKWORK @ SITE STAIR S-2	5	06JUN02	12JUN02																									5295 BRICKWORK @ SITE STAIR S-2											
6100	ZN 2- UNDERSLAB PLUMBING ELEV 83	8	27FEB02	08MAR02																									6100 ZN 2- UNDERSLAB PLUMBING ELEV 83											
6105	ZN 2- FRP SOG/ TOPPING EL 83 (AREA 22&23)	20	11MAR02	05APR02																									6105 ZN 2- FRP SOG/ TOPPING EL 83 (AREA 22&23)											
6110	ZN 2- FRP SOMD @ 108 (A-H/ 1-11.1)	15	27FEB02	19MAR02																									6110 ZN 2- FRP SOMD @ 108 (A-H/ 1-11.1)											
6115	ZN 2- FRP SOMD @ 143 (A-H/ 1-11.1)	15	19MAR02	08APR02																									6115 ZN 2- FRP SOMD @ 143 (A-H/ 1-11.1)											
6120	ZN 2- FIREPROOFING @ EL 83 (A-H/ 1-11.1)	10	08APR02	19APR02																									6120 ZN 2- FIREPROOFING @ EL 83 (A-H/ 1-11.1)											
6125	ZN 2- EXTR MTL STD FRM EL 83-132 (A-H/ 1/11.1)	15	20MAR02	09APR02																									6125 ZN 2- EXTR MTL STD FRM EL 83-132 (A-H/ 1/11.1)											
6130	ZN 2- LEDGER ANGLES EL 83-132 (A-H/ 1-11.1)	10	29MAR02	11APR02																									6130 ZN 2- LEDGER ANGLES EL 83-132 (A-H/ 1-11.1)											
6135	ZN 2- GYP SHEATHING/ TYVEK EL 83-132 (A-H/ 1-11)	20	05APR02	02MAY02																									6135 ZN 2- GYP SHEATHING/ TYVEK EL 83-132 (A-H/ 1-11)											
6140	ZN 2- CURTAINWALL/GLAZING EL 83-132	40	19APR02	14JUN02																									6140 ZN 2- CURTAINWALL/GLAZING EL 83-132											
6145	ZN 2- EXP JTS/ WL FLASHING EL 83-132	10	05JUN02	18JUN02																									6145 ZN 2- EXP JTS/ WL FLASHING EL 83-132											
6150	ZN 2- BRICKWORK EL 83-132	60	18JUN02	12SEP02																									6150 ZN 2- BRICKWORK EL 83-132											

2001												2002												2003											
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Run Date 17AUG01 11:37

Early Bar  
 Progress Bar  
 Critical Activity

**OREGON  
CONVENTION CENTER  
PHASE II**

1370

Sheet 11 of 18  
 08.01.01 UPD  
 LT50- ACTIVITY NUMBER /BY AREA  
 \*Sort by Activity Number\*









Project \_\_\_\_\_

Contract No. \_\_\_\_\_

**PERSONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into between the Metropolitan Exposition-Recreation Commission (MERC), whose address is P.O. Box 2746, Portland, Oregon 97208 and governing body for \_\_\_\_\_ located at \_\_\_\_\_ and \_\_\_\_\_ whose address is \_\_\_\_\_ hereinafter referred to as the "CONTRACTOR."

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

**Duration**

This personal services agreement shall be effective \_\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.

**Scope of Work**

CONTRACTOR shall provide all services and materials specified in the attached "Exhibit A — Scope of Work," which is incorporated into this Agreement by reference. CONTRACTOR, in accordance with the Scope of Work, shall provide all services and materials in a competent and professional manner.

**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 \_\_\_\_\_ THOUSAND \_\_\_\_\_ HUNDRED AND \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

**Insurance**

CONTRACTOR shall push and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.
- B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000: MERC its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to MERC thirty (30) days prior to the change.

Project \_\_\_\_\_

Contract No. \_\_\_\_\_

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

#### 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, 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.

#### 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.

#### 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.

#### 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.

Project \_\_\_\_\_

Contract No. \_\_\_\_\_

### 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, 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.

### 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.

### State and Federal Law Constraints

Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of 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.

### 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.

### 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.

### Termination

This Agreement may be terminated by mutual consent of the parties. In addition, MERC may terminate this Agreement by giving CONTRACTOR 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.

Project \_\_\_\_\_

Contract No. \_\_\_\_\_

**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.

**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.

\_\_\_\_\_

Metropolitan Exposition-Recreation Commission

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_