
MERC Commission Meeting

September 7, 2016
12:30 pm

Oregon Convention Center
777 NE Martin Luther King Jr. Blvd.
Room C121-122



600 NE Grand Ave.
Portland, OR 97232
503-797-1780

www.oregonmetro.gov

Metro | *Exposition Recreation Commission*

Agenda

Meeting: Metro Exposition Recreation Commission Meeting
Date: Wednesday, September 7, 2016
Time: 12:30 – 2:30 p.m.
Place: Oregon Convention Center, Rooms C121-122

CALL TO ORDER

- | | | | |
|--------------|------------|--|--|
| 12:30 | 1. | QUORUM CONFIRMED | |
| 12:35 | 2. | OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS | |
| 12:40 | 3. | COMMISSION/COUNCIL LIAISON COMMUNICATIONS | Elisa Dozono, Sam Chase |
| 12:45 | 4. | METRO COO COMMUNICATIONS | Martha Bennett |
| 12:55 | 5. | GM COMMUNICATIONS | Teri Dresler |
| 1:00 | 6. | HYATT REGENCY PORTLAND UPDATE | Hillary Wilton, Scott Cruickshank |
| 1:10 | 7. | CONSENT AGENDA, pages 4-5 | |
| | | <ul style="list-style-type: none"> • Record of MERC Actions, August 3, 2016 • Ethics approval for Goldman attendance at 2016 ASAE annual meeting | |
| 1:15 | 8.0 | ACTION AGENDA | |
| | 8.1 | Resolution 16-23: For the purpose of ratifying the Letter of Agreement with the American Federation of State, City and Municipal Employees (AFSCME), Local 3580-1, pages 8-13 | Mary Rowe |
| | 8.2 | Resolution 16-24: For the purpose of selecting Portland Mechanical Contractors, Inc., for the Oregon Convention Center’s (OCC) “Drinking Fountain Replacement Project” and authorizing the Metro General Manager of Visitor Venues to execute the contract, pages 14-22 | Scott Cruickshank |
| | 8.3 | Resolution 16-25: For the purpose amending the contract with LMN Architects for the Oregon Convention Center – “Facility Interior Finishes Master Plan – Consulting and Design Services” to include the Oregon Convention Center (OCC) entries design project and Plaza design project and authorizing the General Manager of Visitor Venues to amend the contract with LMN Architects, pages 23-26 | Scott Cruickshank |
| 1:45 | 9. | TRAVEL PORTLAND 4TH QUARTER REPORT, pages 28-48 | Steve Faulstick |
| 2:05 | 10. | FINANCIAL REPORT, pages 50-63 | Ben Rowe |
| 2:10 | 11. | VENUE BUSINESS REPORTS | Robyn Williams, Matthew P. Rotchford, Scott Cruickshank |
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MERC Commission Meeting

September 7, 2016
12:30 pm

7.0 Consent Agenda

Metropolitan Exposition Recreation Commission
Record of MERC Commission Actions
August 3, 2016
Oregon Convention Center Rooms A107-108

Present:	Elisa Dozono (Chair), Damien Hall, Ray Leary, Karis Stoudamire-Phillips, Terry Goldman, Judie Hammerstad
Absent:	Deidra Kryz-Rusoff (Excused), Council Liaison Sam Chase (Excused)
	A regular meeting of the Metropolitan Exposition-Recreation Commission was called to order by Chair Elisa Dozono at 12:45 p.m.
1.0	QUORUM CONFIRMED A quorum of Commissioners was present.
2.0	OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS None
3.0	COMMISSION/COUNCIL LIAISON COMMUNICATIONS <ul style="list-style-type: none"> • Teri Dresler introduced Council Liaison Sam Chase’s new policy coordinator, Ernie (Ernest) Hayes. • Commissioner Stoudamire-Phillips offered her thanks to all who welcomed the Delta Sigma Theta Sorority for their regional convention. • Commissioner Goldman noted that he will attend the ASAE annual meeting as a representative of the DoubleTree Hotel and the Travel Portland Board. • Commissioner Dozono thanked everyone for their attendance at the Hyatt Day events.
4.0	METRO COO COMMUNICATIONS <ul style="list-style-type: none"> • Martha Bennett announced that Teri Dresler, General Manager of Visitor Venues, is retiring from Metro on October 14 after 21 years of service and requested input from the commission on best ways to collaborate on the hiring of an interim GM and the recruitment for the final replacement. • Discussion followed including whether the interim position should be an appointment and whether the recruitment for Dresler’s replacement would be a public or private search and how it might be carried out. • Bennett noted that, due to Dresler’s work on projects important to the commission including the convention center hotel and the Construction Careers Pathway Project, she will keep the commission informed and involved as the process moves forward.
5.0	GM of VISITOR VENUES COMMUNICATIONS Teri Dresler provided updates to the Commission: <ul style="list-style-type: none"> • The Construction Career Pathway Project will be managed by David Fortney. He and Diversity Equity and Inclusion Program Director, Patty Unfred, will provide regular updates to the Commission. • Dresler plans to bring the FOTA Task Force together again in order to update them on the accomplishments completed since their last meeting in October of 2015. • The City of Portland Design Review Board meets August 18 to consider the latest set of designs for the convention center hotel. Dresler will draft a letter of support for the designs being presented and will forward it to the Commission for their approval before sending it to the board in advance of the meeting. • Water testing is being conducted or has been completed for every facility Metro operates. Results have been successful except for a few cases and for those the repairs have been completed or are being done. Results from the tests at the venues should be available soon.

6.0	<p>CONSENT AGENDA</p> <p>Includes:</p> <ul style="list-style-type: none"> Record of MERC Actions, July 6, 2016 <p>A motion was made by Commissioner Leary and seconded by Commissioner Hall to approve the Consent Agenda.</p> <p>VOTING: AYE: 6 (Dozono, Hall, Leary, Goldman, Hammerstad, Stoudamire-Phillips) NAY: 0 MOTION PASSED</p>
7.0	<p>FINANCIAL REPORT</p> <p>MERC Finance Manager, Ben Rowe, updated the Commission on MERC finances.</p> <ul style="list-style-type: none"> Commissioner Dozono inquired about the reserve levels set for the venues. Rowe responded that OCC and P'5 have healthy reserves however P'5 has a large inventory of capital needs which have yet to be quantified. Expo has some reserves but not enough to take care of all of Expo's capital needs. Commissioner Dozono asked if there was a cost sharing agreement with the city for the P'5 capital project needs since the city owns the buildings. Rowe responded that a project to create a framework around how to approach that discussion will begin soon. Commissioner Hall inquired about the progress on the plan to refinance Expo's dept. Matthew P. Rotchford, Expo Director, noted that the proposal was presented to Metro Council and it was accepted however the savings won't be realized until FY2018.
8.0	<p>VENUE BUSINESS REPORTS</p> <p>The Venue Directors updated the MERC Commission on recent venue business as well as updates on the progress of capital projects at each venue.</p> <ul style="list-style-type: none"> Robyn Williams introduced Nike Greene, who will serve as the Education and Community Engagement Manager at Portland'5. <p><i>Note: Commissioner Goldman departed the meeting at 2:10 p.m.</i></p>
9.0	<p>OCC LANDSCAPE AND ENTRANCES REDESIGN</p> <p>Scott Cruickshank presented the plan to update the Oregon Convention Center north plaza design as well as the main building entrances in order to help guide convention participants staying at the Hyatt Regency at the Oregon Convention Center to the desired entrances at OCC.</p> <ul style="list-style-type: none"> Cruickshank plans to present the LMN contract, modified to add landscape architecture work into the Scope of Work, and request a two-year extension of the contract at the September MERC meeting. By putting all of the work into one contract, OCC would be able to do an RFP to hire a construction manager/general contractor to oversee the project which would allow OCC to better control costs and to set targets for COBID contracting.
10.0	<p>ARAMARK QUARTERLY REPORT</p> <p>Ed Strong and Diane Marshall of Aramark presented a review of Aramark's business at the venues for the fourth quarter/year end of FY2016.</p> <ul style="list-style-type: none"> Commissioner Dozono requested that Aramark's next report break out the numbers for OCC's Dragon Café similar to the way they report the numbers for Stir. Commissioner Leary thanked Aramark for an outstanding year.
	<p>Chair Dozono invited Metro Deputy Attorney, Nathan Sykes, to introduce Madeline Allen, the summer intern hired for his office.</p>
	<p>As there was no further business to come before the Commission, the meeting was adjourned at 2:30 p.m.</p>

**Authorization to Represent MERC/METRO
on Trade-Promotion Mission; Fact-Finding Mission;
Economic Development Activity; or Negotiation
(Food Travel, Lodging Expenses Approved in Advance - exception (H))**

In accordance with ORS 244.020(6)(b)(H), the following public official:
Terry Goldman, MERC Commissioner, is hereby authorized to represent
Metro/MERC in an official capacity; and

The MERC Commission hereby approves the receipt of reasonable
expenses for food and travel for the above-named public official and
his/her accompanying relative, household member, or staff member, for
attendance at (*check one*):

- trade-promotion mission;**
- fact-finding mission;**
- economic development activity; OR**
- negotiation;**

as follows (*describe date and type of event*):

While attending the ASAE Annual Meeting and Exposition, activities related to the Travel Portland business relationship where meals, room and travel expenses were paid for by Travel Portland, to introduce and familiarize potential meeting planners and association executives with Portland and the Oregon Convention Center, and to facilitate Oregon and Portland tourism and economic development, which activity(ies) took place in Salt Lake City, Utah, on August 13-16, 2016.

Being approved by the MERC Commission, at its regular meeting on September 7, 2016, the above activity is hereby officially sanctioned by MERC.

Elisa Dozono,
MERC Commission Chair

MERC Commission Meeting

September 7, 2016
12:30 pm

8.0 Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 16-23

For the purpose of ratifying the Letter of Agreement with the American Federation of State, City and Municipal Employees (AFSCME), Local 3580-1.

WHEREAS, the Metropolitan Exposition Recreation Commission’s (MERC) designated representatives for labor relations and AFSCME have negotiated in good faith; and

WHEREAS, the parties have reached an agreement that continues all provisions of the current collective bargaining agreement for one year and increases wages as described in Exhibit A of Exhibit 1; and

WHEREAS, the Union membership ratified the Letter of Agreement on August 19, 2016; and

WHEREAS, MERC believes that the Letter of Agreement is fair, reasonable, and in the public interest.

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

- 1) Approves the Letter of Agreement attached to this Resolution as Exhibit 1.
- 2) Authorizes and directs the General Manager of Visitor Venues, or her designees to execute the Letter of Agreement and forward it to the Union for signature.

Adopted by the Commission on September 7, 2016

Chair

Secretary/Treasurer

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

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

**Letter of Agreement
Metro/MERC and AFSCME Local 3580-1**

This is a letter of agreement (LOA) between the Metropolitan Exposition Recreation Commission, an appointed commission of Metro ("Employer") and AFSCME Local 3580-1 ("the Union") (collectively referred to as the "parties").

RECITALS

- A. The parties have completed collective bargaining for a one year extension of the 2013-2016 collective bargaining agreement (CBA);
- B. The parties agreed that they would only bargain wages for the year following the expiration of the CBA and extend all other terms of the CBA for one year until successor bargaining began with AFSCME Local, 3580.
- C. This LOA shall expire on June 30, 2017 and shall not be precedent setting for any future bargaining or agreements between the parties.

AGREEMENT

The parties hereby agree that all terms of CBA shall remain in effect during the Term of the Agreement except for the following amendments to the CBA as follows:

1. ARTICLE 13: SALARY ADMINISTRATION

Section 1.

Effective July 1, 2016 wages will be increased 2.0%. The pay schedule, Exhibit A, will reflect this increase as specified herein.

Section 2.

Upon successful completion of initial probation, an employee shall move to the non-probationary pay rate for their classification.

Section 3.

Standard paydays will be on the 10th and the 25th of each month or the immediately preceding business day in the case where a payday falls on a holiday or weekend.

2. ARTICLE 40: TERM OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2016 until June 30, 2017, and it shall cease and expire on that date.

The Union will notify the Employer, not later than January 15, 2017, that it intends to reopen this Agreement for the purpose of negotiating all or part of this Agreement.

If notice is given as herein provided, representatives of the Employer and the Union shall meet and shall negotiate proposed changes without unnecessary delay. In the event that agreement is not reached prior to the expiration of this contract, the contract shall remain in effect during the continued good faith negotiations.

Agreed to by both parties on this _____ day of _____, 2016 by:

<p>METROPOLITAN EXPOSITION RECREATION COMMISSION</p>	<p>AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 3580-1</p>
<p>Teri Dresler General Manager, Visitor Venues</p>	<p>Bao Nguyen Staff Representative, AFSCME Local 3580-1</p>
<p>Matthew Uchtman, Director of Operations, OCC</p>	<p>Ross Kiely Staff Representative, AFSCME Local 3580-1</p>
<p>Chuck Dills Operations Manager, Expo</p>	<p>Kati Hanks-Lashley Utility Worker II</p>
<p>Travis Brown Labor Relations Program Manager</p>	<p>Stacey Kuehnl Utility Worker II</p>
<p>Ross Hume Employee Relations Partner</p>	<p>Angela Houck Treasurer, AFSCME 3580-1</p>

EXHIBIT A

METROPOLITAN EXPOSITION-RECREATION COMMISSION
AFSCME, LOCAL 3580-1 PAY SCHEDULE

Pay Range	Job Code	Classification	Probationary Step	Regular Step
970	8485	Event Custodian	\$ 13.96	\$ 15.80
951	8190	Utility Worker I	\$ 16.34	\$ 18.41
952	8500	Utility Worker II	\$ 17.67	\$ 19.90
849	8170	Utility Maintenance Technician*	\$ 18.78	\$ 20.48
941	8490	Utility Grounds Maintenance*	\$ 19.18	\$ 21.83
961	8495	Utility Lead*	\$ 20.71	\$ 21.69
950	8175	Utility Maintenance	\$ 21.39	\$ 24.09
962	8300	Utility Maintenance Specialist **	\$ 22.72	\$ 24.88
972	8385	Utility Maintenance Lead	\$ 24.52	\$ 26.87

*This classification is currently vacant.

**This classification shall be used at Expo only.

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying the Letter of Agreement with the American Federation of State, City and Municipal Employees (AFSCME), Local 3580-1.

Resolution No.: 16-23

Presented by: Mary Rowe

Date: September 7, 2016

BACKGROUND AND ANALYSIS: Bargaining began on November 4, 2015. Tentative agreement was reached on the contract on July 19, 2016. Ratification was reached by AFSCME membership on August 19, 2016.

Parties agreed at the onset of negotiations to open only articles on Salary Administration and Term of Agreement, with the goal of reaching a one year agreement in anticipation of AFSCME 3580-1 and 3580 merging in 2017.

RESOLUTION: The resolution states the MERC Commission approves ratification of the contract. All changes to the contract are included in a Letter of Agreement, attached as Exhibit 1. The major elements of the Agreement are as follows:

- Term of Agreement: July 1, 2016 through June 30, 2017.
- Wages: Wages will be increased 2% effective July 1, 2016.

SHORT RANGE FISCAL IMPACT: The costs of the collective bargaining agreement are within budgeted amounts for FY 16-17.

LONG RANGE FISCAL IMPACT: The costs of the collective bargaining agreement will be reflected in future budget years and are viewed as reasonable and consistent with other employee compensation.

RECOMMENDATION: Staff recommends approval of Resolution 16-23 which states the MERC Commission approves ratification of the contract. All changes to the contract are included in a Letter of Agreement, attached to the resolution as Exhibit 1.

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 16-24

For the purpose of selecting Portland Mechanical Contractors, Inc., for the Oregon Convention Center’s (OCC) “Drinking Fountain Replacement Project” and authorizing the Metro General Manager of Visitor Venues to execute the contract.

WHEREAS, the OCC’s drinking fountains have aged, requiring additional ongoing maintenance each year; and

WHEREAS, the OCC clients and attendees often bring water bottles into the building, but the current fountains make it difficult to refill reusable bottles; and

WHEREAS, the OCC will install 19 water bottle filling stations throughout the facility, including stand-alone bottle fillers in staff kitchens and break rooms, eliminating the need to purchase expensive water bubblers; and

WHEREAS, this project was included and approved as part of the OCC’s fiscal year 2016-2017 capital plan; and

WHEREAS, the OCC will use an on-call contractor, Portland Mechanical Contractors, Inc., to complete the installation, projecting a total project amount of one-hundred fifty-seven thousand six hundred and 00/100 dollars (\$157,600.00); and

WHEREAS, Portland Mechanical Contractors, Inc., has committed to use COBID certified suppliers for all materials and other needs such as patch, paint and demolition requirements, totaling \$117,000 of the \$157,600 projected costs, or almost 75 percent of the project award.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission:

1. Approves the contract with Portland Mechanical Contractors, Inc. in the form substantially similar to the attached Exhibit 1.
2. Authorizes the Metro General Manager of Visitor Venues to execute the contract on behalf of the Commission.

Passed by the Commission on September 7, 2016.

Chair

Secretary/Treasurer

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

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

Standard Public Contract

MERC CONTRACT NO. 207002

THIS Contract is entered into between Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and **Portland Mechanical Contractors, Inc.**, whose address is **2000 SE Hanna Harvester Drive, Milwaukie, OR 97222**, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing **September 12, 2016** through and including **July 31, 2017**.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

Contractor shall perform the above work for a maximum price not to exceed **ONE HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED AND NO/100TH DOLLARS (\$157,600.00)**.

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC 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 MERC contract number and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by MERC on a Net 30 day basis upon receipt of Contractor invoice.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

ARTICLE V TERMINATION

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

Standard Public Contract

MERC CONTRACT NO. 207002

ARTICLE VI INSURANCE & BONDS

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

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.

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.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Standard Public Contract

MERC CONTRACT NO. 207002

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII MODIFICATIONS

MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

ARTICLE X OWNERSHIP OF DOCUMENTS

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

Standard Public Contract

MERC CONTRACT NO. 207002

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.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification 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.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due 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. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

Standard Public Contract

MERC CONTRACT NO. 207002

ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI: REPRESENTATIONS, WARRANTIES AND COVENANTS RELATING TO COMPLIANCE WITH TAX LAWS

Contractor represents and warrants that Contractor is in compliance with all applicable local, regional and state Tax Laws as of the effective date of this Contract. Contractor agrees to continue to comply with all Tax Laws throughout the duration of this Contract and any extensions. Any breach of the above set forth warranty, misrepresentation, or violation of Contractor's covenant to continue to comply with said Tax Laws during the term of the Contract shall constitute a material breach of this Contract. Such breach shall entitle Metro to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies against Contractor available under this Contract, at law, or in equity, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor, limited specific performance, declaratory or injunctive relief. For purposes of this section, the term "Tax Laws" includes but is not limited to laws ORS 305.620 and ORS chapters 316, 317 and 318, and any tax provisions imposed by a political subdivision of this state that applies to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor, or that applies to goods, services, or property, whether tangible or intangible, supplied by Contractor.

ARTICLE XVII INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public 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 or is not applicable to this Contract as indicated by the following initials _____.**

Standard Public Contract

MERC CONTRACT NO. 207002

ARTICLE XVIII
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.

ARTICLE XIX
ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from MERC.

ARTICLE XX
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.

ARTICLE XXI
COUNTERPARTS

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

ARTICLE XXII
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: Nick Odle
Portland Mechanical Contractors, Inc.
2000 SE Hanna Harvester Drive
Milwaukie, OR 97222
503-656-6367 fax

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

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

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION
COMMISSION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Exhibit 1 to Resolution 16-24

Scope of Work – Attachment A

MERC Contract No. 207002

1. Purpose and Goal of Work

The purpose of this work is to replace the existing drinking fountains at the Oregon Convention Center (OCC) with updated Elkay bottle filler drinking fountains.

2. Description of the Scope of Work

The contractor shall perform the following tasks in a professional manner and with sensitivity that OCC is a meeting and exhibition space and disruptions should be kept to a minimum.

1. Schedule work with OCC personnel.
2. Provide demolition of existing drinking fountains.
3. Provide saw cuts in CMU walls for 10 locations to accept new chillers and drinking fountains.
4. Provide and install (15) Elkay LZWS-LRPBM28K with chiller and bottle filler.
5. Provide and install (5) Elkay LZWS-EDFPBM117K with bottle filler and Elkay ECH8 remote chiller.
6. Provide and Install (1) LZSW8WSSP drinking fountain with bottle filler.
7. Provide (1) Elkay LZWSM8K and install (3) Elkay LZWSM8K bottle fillers with chillers.
8. Provide sheetrock removal and patching where removed for access.
9. Repaint walls where sheetrock was patched with similar color.
10. Clean site and haul away debris.

Exclusions:

- Overtime and weekend.
- Work outside of this scope.
- Electrical work of any kind.

Total Cost: \$157,600.00:

- Estimated amount purchased from WBE Mesher Supply: \$106,304.00
- Estimated amount of work completed by ESB A Cut Above: \$11,600.00

3. Deliverables/Outcomes

Contractor shall provide installation of 23 bottle filler drinking fountains in a professional manner so that the new drinking fountains will provide a benefit to the customers of OCC.

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of approving the contract award to Portland Mechanical Contractors, Inc., for the Oregon Convention Center's (OCC) "Drinking Fountain Replacement Project" and authorizing the General Manager of Visitor Venues to execute the contract.

Resolution No: 16-24

Date: September 7, 2016

Presented by: Scott Cruickshank

BACKGROUND: The OCC drinking fountains within the facility have aged and require additional, ongoing maintenance each year. Clients and attendees often mirror the OCC's commitment to sustainability by bringing personal water bottles for use while inside the building. The current water fountain structure makes it difficult for users to refill their personal bottles. To address both the need for ongoing maintenance as well as help support the use of reusable bottles within the building, the OCC will install 19 water bottle filling stations. Prior to installation, the OCC will have tested the existing fixtures for lead. If present, OCC will then test local piping. If any test result exceed allowable thresholds, the contractor will replace contaminated piping on a time and material basis. All new materials and fixtures will be lead free. This project, approved in the OCC's FY 2016-2017 capital plan, will also include stand-alone bottle fillers installed in staff kitchens and break rooms eliminating the need for future purchasing of expensive water bubblers.

The OCC will use an on-call contractor, Portland Mechanical Contractors, Inc., to complete the installation. Portland Mechanical Contractors, Inc., will use Mesher Supply Company, a COBID certified supplier for all materials and has committed to using a COBID certified business for other needs such as patch, paint and demolition requirements. The use of Mesher Supply Company's services amounts to \$106,000 and the other COBID certified business amounts to an additional \$11,000, totaling \$117,000. Out of the \$157,600 projected costs, almost 75 percent of the project award will be allocated to COBID certified companies. In addition, this team of plumbers brings prior knowledge and familiarity with the structure, practices and procedures of the OCC.

FISCAL IMPACT: The fiscal year 2016-2017 approved budget for Oregon Convention Center includes \$175,000.00 allocated to the Drinking Fountain Replacement Project.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition and Recreation Commission, by Resolution No. 16-24, approve the contract award and written contract (attached hereto) with Portland Mechanical Contractors, Inc. for the amount one hundred fifty-seven thousand, six hundred & 00/100 dollars (\$157,600.00) for the Oregon Convention Center's "Drinking Fountain Replacement Project" and delegate authority to the General Manager of Visitor Venues to execute the contract.

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 16-25

For the purpose amending the contract with LMN Architects for the Oregon Convention Center – “Facility Interior Finishes Master Plan – Consulting and Design Services” to include the Oregon Convention Center (OCC) entries design project and Plaza design project and authorizing the General Manager of Visitor Venues to amend the contract with LMN Architects.

WHEREAS, it is in the best interest of the Metropolitan Exposition Recreation Commission (MERC) and the OCC to have one architectural firm oversee the design of the entryways and the design of the Plaza; and

WHEREAS, this approach will likely result in lower fees, fewer change orders, promote efficient use of public funds and result in cost savings; and

WHEREAS, In accordance with applicable public contracting law, MERC may amend the LMN contract to add the OCC entries design project and Plaza design project to LMN’s agreement, if MERC makes certain findings regarding the original procurement.

WHEREAS, MERC staff recommend that MERC use a more robust contract (the Amendment) for the full scale architectural and engineering services required for future projects provided by LMN; and

WHEREAS, the scope of the projects contemplated under the Interior Finishes Master Plan will require additional time and MERC staff thereby recommend that MERC extend the term of the Agreement through June 30th of 2022.

BE IT THEREFORE RESOLVED as follows:

1. MERC finds that:
 - a. The Amendment is within the scope of the original Request for Proposals; and
 - b. The Amendment would not materially impact the field of competition for award of the original contract; and
 - c. It is unlikely that the number of proposers would significantly increase if the RFP were re-issued to include the entries design and Plaza design work.
2. MERC approves the Amendment to include the OCC Plaza and Exterior Entries design project and extend the term in a form substantially similar to the attached Exhibit 1.
3. MERC delegates authority to the Metro General Manager of Visitor Venues to execute the Amendment.

Chair

Secretary/Treasurer

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

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

Amendment for Design Services Price Agreement

MERC Contract No. 306000

THIS AMENDMENT FOR DESIGN SERVICES PRICE AGREEMENT ("Amendment") is between Metro Exposition Recreation Commission (MERC), an appointed commission of Metro, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and LMN Architects, referred to herein as "Contractor," located at 801 Second Avenue, Suite 501, Seattle, WA 98104 and amends that certain Professional Services Agreement between MERC and Contractor dated _____ and referenced above, and shall supersede and be a complete substitution of said Professional Services Agreement's terms for all future work.

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

1. Duration. This Amendment shall be effective _____, 2016 and shall remain in effect until and including June 30, 2022, unless terminated or extended as provided in this Amendment.
2. General Scope of Services. Contractor shall provide all phases of design development for interior and exterior remodeling and renovation projects at the Oregon Convention Center, from scoping and concept design to full construction drawings and building permit land use permit/entitlement processes. A series of design projects will be individually scoped and commissioned by MERC Project Work Order. All services and materials shall be provided by Contractor in accordance with the General Scope of Services, the Project Work Order and detailed scope of work, in a competent and professional manner.
3. Standard Form Professional Design Services Contract. All terms of the Standard Form Professional Design Services Contract attached as Exhibit A are hereby incorporated by reference.
4. Project Work Orders. Individual design projects will be scoped and commissioned by written Project Work Order. Each Project Work Order will contain the Contractor's scope of work and performance schedule, including completion date, payment methodology and a maximum amount payable to the Consultant for the design services required. No services may be provided under this Amendment unless commissioned by Project Work Order. Certain terms and provisions of the Standard Form Professional Design Services Contract, including but not limited to provisions relating to CM/GC contracting, may be removed or adapted by agreement of MERC and Contractor, as part of the Project Work Order, to make the governing terms project specific (the "Professional Design Services Contract"). Each Project Work Order shall contain language stating that the Project Work Order is subject to and includes all the terms of this Amendment and the terms of the Professional Design Services Contract. Project Work Orders shall be subject to MERC Commission approval and signed by both MERC and Contractor.
5. Price/Payment. The precise quantity of services required during the duration of this Amendment cannot be determined. MERC shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Project Work Orders in the maximum stated in each Project Work Order. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.
6. 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.
7. Tax Status and Tax Identification Number. Contractor shall identify and certify its tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to MERC.
8. Notice.

To Contractor: Brian Tennyson
LMN Architects
801 Second Ave, Suite 501
Seattle, WA 98104

To MERC: Metro Procurement Services
600 NE Grand Ave
Portland, Oregon 97232

Amendment for Design Services Price Agreement

MERC Contract No. 306000

With Copy to: Nancy Strening
600 NE Grand Ave.
Portland, OR 97232

LMN Architects

By _____

Print Name _____

Date _____

METROPOLITAN EXPOSITION RECREATION
COMMISSION

By _____

Print Name _____

Date _____

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

PROFESSIONAL DESIGN SERVICES CONTRACT (Architectural, Engineering, Land Surveying, and Related Services)

THIS CONTRACT is between Metro Exposition Recreation Commission (“MERC”), an appointed commission of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter (“Metro”), located at 600 NE Grand Avenue, Portland, OR 97232-2736, and LMN Architects (“Consultant”) (MERC and Consultant are collectively the “Parties”).

ARTICLE 1

Initial Contract Information

1.1 Term. This Contract shall become effective on the date that the Contract is fully executed by the Parties. No work shall be performed under the Contract prior to the effective date. This Contract shall expire, unless otherwise terminated or extended, on June 30, 2022. Passage of the Contract expiration date shall not extinguish, prejudice, or limit either Party’s right to enforce this Contract with respect to any default or defect in the performance that has not been corrected.

1.2 Initial Project Information.

1.2.1 Project Name: _____

1.2.2 General Project Description: _____. The Project details are set forth in the Project Work Order and Scope of Work set out in Exhibit A.

1.2.3 Construction Cost Budget: _____.

1.2.4 Design Schedule _____.

1.2.5 LEED: The Project will be designed to obtain a Green Building Council’s (USGBC’s) Leadership in Energy and Environmental Design (LEED) certification at the silver certification level, at a minimum.

1.3 MERC’s Anticipated Design and Construction Schedule.

1.3.1 Design Phase Milestone Dates: _____

1.3.2 Start of Construction: _____

1.3.3 Substantial Completion: _____

1.4 Form of Construction Contract. MERC intends to utilize the Construction Manager/General Contractor (“CM/GC”) alternative contracting method of construction contracting pursuant to Oregon’s Public Contract Rules. For the purposes of this Contract, any reference to the “Contractor” shall mean the CM/GC.

1.5 Contract Documents. The Contract consists of:

1.5.1 This Contract and the Amendment for Design Services Price Agreement, dated _____, 2016.

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

- 1.5.2 Exhibit A. MERC's Project Work Order and Scope of Work.
- 1.5.3 Exhibit B. MERC's Request for Work Order Proposals dated _____.
- 1.5.4 Exhibit C. Consultant's Project Work Order Proposal dated _____.
- 1.5.5 Exhibit D. Consultant and sub-consultant rates for additional services.
- 1.5.6 [Other Exhibits that should be part of the Contract.]

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

ARTICLE 2

Relationship of the Parties

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

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

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

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

ARTICLE 3

Consultant's Responsibilities; Representations and Warranties

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

3.1 Consultant agrees that:

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

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

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

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

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

3.1.6 Metro’s review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables, and other documents. Any review or acceptance by MERC will not relieve Consultant of any responsibility for complying with the Standard of Care;

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

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

3.2 Subconsultants.

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

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

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

3.2.4 The Consultant will hire a commissioning agent or agents as a Sub-consultant.

3.3 Consultant represents and warrants to MERC that:

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

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

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

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

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

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

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

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

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

3.4 Consultant will provide its services in conjunction with the services of a CM/GC as provided in MERC's Construction Manager/General Contractor Contract and MERC General Conditions as they are constituted on the date of this Contract.

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

ARTICLE 4

Metro’s Responsibilities and Authority

4.1 Authority and Relationships of MERC and CM/GC. MERC shall appoint a MERC representative (“Project Manager”). Except as specifically provided in this Section, no individual other than the duly appointed Project Manager acting or purporting to act as an officer, agent, representative, consultant, or employee of MERC/Metro or Consultant shall have any authority to make representations, statements, or decisions of whatever nature binding MERC or the CM/GC regarding any aspect of this Contract. Consultant shall have no right to, and shall not rely on any such representation, statement, or decision. Any reference to action by MERC in this Contract requires the written approval of Metro’s Chief Operating Officer or the Project Manager designated in writing by MERC as having authority to act for MERC, but only to the extent that such authority is expressly delegated in writing.

4.2 MERC’s Consultants. Metro shall provide a list to Consultant of its independent consultants that MERC intends to utilize on the Project.

ARTICLE 5

General Contract Provisions

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

5.2 Records.

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

5.2.1.1 The performance of Consultant, including but not limited to Consultant’s compliance with Contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions, and compliance with any and all requirements imposed on Contractor or subcontractor under the terms of the Contract or subcontract;

5.2.1.2 Any claims arising from or relating to the performance of Contractor or subcontractor under this Contract;

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

5.2.1.4 Payments made to all suppliers and sub-consultants.

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

5.2.3 Consultant and sub-consultants shall maintain the Contract Records for the longer period of (a) six years from the date of final completion of the Contract to which the Contract Records relate or (b) until the conclusion of any audit, controversy, or litigation arising out of or related to the Contract.

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

5.2.4 Consultant and sub-consultants shall make Contract Records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of Metro's Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the Contract Records are not made available within the boundaries of Metro, 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 Contractor elects to have such Contract Records outside these boundaries, the costs paid by Contractor to Metro for inspection, auditing, examining, and copying those records shall not be recoverable costs in any legal proceeding.

5.2.5 Consultant and sub-consultants authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of Metro Auditor, to inspect, examine, copy, and audit the books and records of Contractor or subcontractor relating to this Contract, including tax returns, financial statements, other financial documents, and any documents that may be placed in escrow according to any Contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law.

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

5.2.7 Consultant and sub-consultants agree that in the event such Contract Records or any audit disclose that MERC is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, Consultant and sub-consultants shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

5.2.8 Failure of Consultant and sub-consultants to keep or disclose Contract Records as required by this Contract or any solicitation document may result in debarment as a bidder or proposer for future MERC/Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that Consultant or sub-consultant is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

5.3 Indemnity.

5.3.1 Claims For Other Than Professional Liability. Consultant shall indemnify, defend, save, and hold harmless MERC/Metro, and its officers, agents, and employees, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from or arising out of the negligent acts or negligent omissions of Consultant or its sub-consultants, or employees under this Contract.

5.3.2 Claims For Professional Liability. Consultant shall indemnify, save, and hold harmless MERC/Metro, and its officers, and employees, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of whatsoever nature caused by the professionally negligent acts, negligent errors, or negligent omissions of Consultant or its sub-consultants, or employees in the performance of professional services under this Contract. Consultant shall reimburse MERC/Metro, and its officers and employees for any defense costs incurred by MERC/Metro, and its officers and employees that are caused by Consultant's negligence.

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

indemnify MERC/Metro, its officers, and employees against liability for damages for death or bodily injury to persons or damage to property caused by the negligence of the Consultant or Consultant's agents, representatives, employees, or subconsultants.

5.4 Insurance.

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

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

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

5.4.1.2.1 Bodily Injury by Accident, Each Accident: \$1,000,000

5.4.1.2.2 Each Bodily Injury/Disease, each employee: \$1,000,000

5.4.1.2.3 Aggregate Bodily Injury/Disease, policy limit: \$1,000,000

5.4.1.3 Commercial General Liability. The Consultant shall purchase and maintain commercial general liability ("CGL") insurance on an occurrence basis, written on ISO Form CG 0001 (12/04 or later) or an equivalent form approved in advance by MERC/Metro. CGL coverage shall include all major coverage categories including bodily injury, property damage, and products/completed operations coverage maintained for at least six years following final payment. The CGL insurance will also include the following: (1) separation of insured; (2) incidental medical malpractice; and (3) per-Project aggregate for premises operations.

5.4.1.3.1 Each Occurrence: \$1,000,000

5.4.1.3.2 General Aggregate: \$2,000,000

5.4.1.3.3 Product/Completed Operations: \$2,000,000

5.4.1.3.4 Personal & Advertising Injury: \$1,000,000

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

5.4.1.4.1 Each Claim/Aggregate: \$5,000,000

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

5.4.1.5.1 Combined Single Limit: \$1,000,000

5.4.2 Consultant will maintain any combination of primary and Excess or Umbrella coverage bringing total coverage for Commercial General Liability and Automobile liability to at least \$5,000,000 per occurrence/\$5,000,000 general aggregate.

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

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

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

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

5.4.5 Consultant Insurance. The Consultant shall cause all its sub-consultants to carry and maintain workers' compensation coverage required by law and Commercial General liability and professional liability insurance coverage with limits mutually agreed upon by MERC/Metro and the Consultant. In the absence of any such agreement, the limits shall be the same as those required of the Consultant.

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

5.4.7 Failure to Maintain Insurance. The Consultant's maintenance of its and its sub-consultants' insurance coverage in full force and effect for the Project is a condition precedent to the Consultant's right to exercise or enforce any right or remedy for money damages against MERC/Metro. Failure by the Consultant to procure and maintain the insurance policies required above in full force and effect during the performance of Services under this Contract, and during any extensions or additional Services hereunder, shall constitute a breach of this Contract, in which case MERC/Metro shall have the right, in addition to and without prejudice to any other rights, to purchase such insurance on behalf of the Consultant, and the Consultant shall reimburse MERC/Metro upon demand and shall furnish such

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

information needed by MERC/Metro to obtain such insurance or, alternatively, MERC may immediately terminate this Contract for cause pursuant to Section 5.13.3 of this Contract.

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

5.5 Consultant's Status.

5.5.1 It is understood and agreed that the relationship of Consultant to MERC shall be that of an independent contractor under ORS 670.600. The Consultant further agrees that Consultant, its officers, agents, and employees, any sub-consultants or supplier of consultant of any tier, or its officers, agents, or employees, are not officers, employees, or agents of MERC under the Oregon Tort Claims Act (ORS 30.260 through 30.300). Consultants and its officers, agents, employees, and its sub-consultants and suppliers of any tier and their officers, agents, and employees will make no claim whatsoever against MERC for indemnification pursuant to ORS 30.260 to 30.300. Consultant agrees to hold MERC/Metro harmless and indemnify MERC/Metro from any such claims.

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

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

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

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

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

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

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

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

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

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

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

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

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

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

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

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

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

5.7.4.1 Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this Section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and

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

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

5.7.6 Metro Charter and MERC and Metro Code. Consultant shall comply with all provisions of the Metro Charter, MERC and Metro Codes applicable to this Contract.

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

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

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

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

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

5.12 Ownership of Work Product.

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

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

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

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

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

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

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

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

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

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

5.13 Termination.

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

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

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

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

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

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

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

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

5.13.6 Payment upon Termination.

5.13.6.1 In the event of termination pursuant to Sections 5.13.1, 5.13.2, or 5.13.3.1, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by MERC, plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) that MERC has against Consultant. Within thirty (30) days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. MERC shall not be obligated to pay for any such costs invoiced to and received by

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

MERC later than thirty (30) days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall promptly refund any excess amount upon demand.

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

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

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

Contractor: Brian Tennyson
LMN Architects
801 Second Ave, Suite 501
Seattle, WA 98104

MERC: Metro Procurement Services
600 NE Grand Ave
Portland, Oregon 97232

With Copy to: Nancy Strening
600 NE Grand Ave.
Portland, OR 97232

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

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

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

5.18 Modification. Notwithstanding and succeeding any and all prior agreement(s) or practices, and except as otherwise set forth specifically herein and in the Amendment for Design Services Price Agreement, this Contract constitutes the entire contract of the Parties, and may only be modified in writing, signed by both Parties. MERC may approve changes and modifications to the original Contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

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

ARTICLE 6

Consultant Services

6.1 Services Generally.

6.1.1 Upon final execution of this Contract and Project Work Order with MERC, Consultant shall:

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

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

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

6.1.3 Programming Services. Consultant shall prepare for MERC's review and acceptance an architectural program, in narrative and diagrammatic form, that identifies and analyzes functional and operational parameters that will guide the Project's design. Consultant shall develop the program narrative in conjunction with MERC's staff and consultants and shall be responsible for the following:

6.1.3.1 Review MERC's program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements to establish appropriate guidelines around which and within which the Project will be designed.

6.1.3.2 Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by MERC.

6.1.3.3 Investigate and review applicable federal, state, and MERC standards, codes, and regulations pertaining to the proposed Project and identify design issues relating to functional opportunities, needs, directives, and constraints imposed thereby.

6.1.3.4 Review such other reference information MERC may provide.

6.1.4 Public Participation. Consultant shall, in conjunction with MERC, develop and implement a public participation program that provides opportunities for MERC to present the Project to stakeholders solicit questions, comments, and suggestions in an open and collaborative forum. Consultant shall be responsible to prepare, facilitate, and document at least six (6) such meetings, and following each, shall prepare a written report of the proceedings, along with recommendations to MERC with respect to follow-up actions or communications, if any.

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

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

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

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

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

6.1.5.4 Include all information and estimates from MERC and MERC's consultants that are intended to be part of the Construction Cost Budget.

6.1.5.5 Reconcile each Construction Cost Estimate with MERC's Construction Cost Budget. Consultant shall present no estimate that exceeds the Construction Cost Budget. Consultant shall be responsible for the accuracy of each Construction Cost Estimate.

6.2 Schematic Design Phase.

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

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

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

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

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

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

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

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

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

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

6.3 Design Development Phase.

6.3.1 Based on MERC's approval of the Schematic Design Documents, and on MERC's authorization of any adjustments in the Project requirements or the Construction Cost Budget, Consultant shall prepare Design Development Documents for MERC's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications identifying major materials, components, and systems and establishing general quality levels. Consultant's Services during the Design Development Phase shall consist of the following:

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

- 6.3.1.1.1 Floor plans with final room locations including all openings and building fenestration.
- 6.3.1.1.2 Building sections showing coordination and relationship between components.
- 6.3.1.1.3 Wall sections showing final dimensional relationships, materials, and component relationships.
- 6.3.1.1.4 Identification of all fixed and loose equipment to be installed.
- 6.3.1.1.5 Finish schedule identifying all finishes.

- 6.3.1.1.6 Door and hardware schedule showing final quantity plus type and quality levels.
- 6.3.1.1.7 Site plan, including grading and drainage.
- 6.3.1.1.8 Preliminary development of details and large scale blow-ups.
- 6.3.1.1.9 Legend showing all symbols used on the drawings.
- 6.3.1.1.10 Outline specifications, in accordance with the CSI standards.
- 6.3.1.1.11 Reflected ceiling development including ceiling grid and all devices that penetrate ceiling (i.e., light fixtures, sensors, sprinkler heads, ceiling register, or diffusers, etc.).
- 6.3.1.1.12 Equipment layouts.
- 6.3.1.1.13 Building cross-sections with floor-to-floor heights indicated.

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

- 6.3.1.2.1 Plan drawings with all structural members located and sized.
- 6.3.1.2.2 Footing, beam, column, and connection schedule.
- 6.3.1.2.3 Final building elevations.
- 6.3.1.2.4 Final structural design criteria.
- 6.3.1.2.5 Outline specifications.
- 6.3.1.2.6 Foundation drawings.
- 6.3.1.2.7 Soil retainage system.
- 6.3.1.2.8 Critical coordination clearances.
- 6.3.1.2.9 Drawings and Specifications and materials lists.
- 6.3.1.2.10 Typical sections.

6.3.1.3 Mechanical Design/Documentation Services. On an ongoing basis, Consultant shall develop and expand mechanical Schematic Design Documents and develop outline specifications or materials lists to establish approximate equipment sizes and capabilities, preliminary equipment layouts, required space for equipment,

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

required chases and clearances, acoustical and vibration control, visual impacts, and energy conservation measures. These Services also include the following:

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

6.3.1.4 Electrical Design/Documentation Services. On an ongoing basis, Consultant shall develop and expand electrical Schematic Design Documents and develop outline specifications or materials lists to establish criteria for lighting, electrical, security, and telecommunications systems, approximate sizes and capacities of major components and Direct Digital Controls (DDC), preliminary equipment layouts, required space for equipment, and required chases and clearances. These Services also include the following:

- 6.3.1.4.1 All power consuming equipment and load characteristics.
- 6.3.1.4.2 Total electrical load.
- 6.3.1.4.3 Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned, showing capacities, and drawn to scale into the space allocated.
- 6.3.1.4.4 Complete preliminary site lighting design.
- 6.3.1.4.5 Outline specifications.
- 6.3.1.4.6 Lighting, power, telecommunications, and office automation devices and receptacles shown on the plan.
- 6.3.1.4.7 Final light fixture schedule.
- 6.3.1.4.8 Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas.
- 6.3.1.4.9 Riser diagrams.
- 6.3.1.4.10 Fire alarm riser system.

6.3.1.4.11 Energy management riser system.

6.3.1.4.12 Photovoltaic alternative energy systems.

6.3.1.4.13 Service entry feeds and generator relocations.

6.3.1.4.14 Energy conservation measures related to lighting and other potentials.

6.3.1.5 Civil Design/Documentation Services. On an ongoing basis, Consultant shall develop and expand civil Schematic Design Documents and develop outline specifications or materials lists to establish the final scope and preliminary details for on-site engineering services to establish:

6.3.1.5.1 Site plans showing buildings and exhibits, paving, sidewalks, curbs, walkways, driveways, landscaped areas, retaining walls, service areas and special features.

6.3.1.5.2 Plan showing existing grades (data provided by MERC).

6.3.1.5.3 Soil retainage systems.

6.3.1.5.4 Stormwater system – Site drainage layout and location of utilities and points from which services will be run to the building.

6.3.1.5.5 Sanitary sewer system.

6.3.1.5.6 Irrigation system.

6.3.1.5.7 Domestic water system.

6.3.1.5.8 Site lighting and distribution from sources.

6.3.1.5.9 Extra conduit for telecom/data system (provided by MERC).

6.3.1.6 Landscape Design/Documentation Services. On an ongoing basis, Consultant shall develop and expand landscape Schematic Design Documents and develop outline specifications or materials lists to establish final scope and preliminary details for landscape work.

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

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

6.3.1.9 Statement Of Probable Construction Cost Services. Consultant shall update and refine the Schematic Design Phase Statement of Probable Construction Cost of the Project as it is related to the Construction Cost Budget and taking into consideration availability of materials and labor, Project delivery procedures, construction

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

sequencing and scheduling, changes in the scope of the Project, and adjustments in quality standards. Completion of these Services shall result in the “Design Development Phase Statement of Probable Construction Cost.” If the Statement of Probable Construction Costs exceeds the approved budget, the Consultant shall, at the Consultant’s expense, redraw, revise, and/or value engineer the Project, if so directed by MERC, so that said estimate does not exceed the approved budget as adjusted by MERC. If MERC concludes that Consultant’s budget is inaccurate, program adjustments and/or alternates shall be prepared.

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

6.3.1.11 Commissioning Process Integration Services. Consultant shall provide Services to coordinate those activities directly related to the commissioning of the building at the Project. These Services include working with the Project Manager to develop a clearly defined design intent for the Project building and its systems. Consultant shall review and respond to all Project Manager input provided throughout the Project. Consultant shall collaborate with the Project Manager and provide specifications that list and describe the Contractor’s duties in the commissioning processes.

6.3.1.12 LEED Design Services. If required as part of a Project Work Order, Consultant shall provide the Services performed during phases set forth in sections 6.1. through 6.6 that are related to the preparation of a comprehensive LEED analysis of the Project, all documentation required for a LEED certification at the silver certification level to MERC for the Project, and all other Services for the Project that are required under the USGBC’s LEED certification program.

6.3.1.13 Land Use Planning and Building Permitting Services. Consultant will consult with the City of Portland as required to obtain land use approvals and building permits. Consultant will conduct informal meetings with City Planning staff to solicit and receive their comments with respect to the projects and any land use approvals that may be required. Consultant shall prepare written and graphic explanatory materials and appear as may be required on MERC’s behalf at all permitting agency meetings. If required, Consultant shall appear and represent MERC and City of Portland land use hearings proceedings.

6.3.1.14 Percent for Art Program. Metro Code Chapter 2.07 (One Percent for Art Program) provides that 1 percent of the construction of major projects shall be used for the acquisition and display of art in conjunction with the projects. Consultant shall serve on the selection committee for the fine art works for this project. The Consultant is responsible for coordinating the acquisition and installation of art within the project and shall ensure that necessary infrastructure is in place pursuant to Metro’s Art Guideline documents.

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

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

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

6.3.5 Consultant shall provide seven (7) sets of copies of all final drawings and written material.

6.4 Construction Documents Phase.

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

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

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

6.4.4 The Consultant shall provide an independent estimate based on the 85% Construction Document stage. If the Consultant's estimate exceeds the "Approved Design Budget," the Consultant, at its expense, shall redraw, revise, and/or value engineer the Project, if so directed by MERC, so that the estimate is within the "Approved Design Budget." If MERC concludes that Consultant's budget is inaccurate, program adjustments and/or alternates shall be prepared.

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

6.4.6 Intentionally Omitted

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

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

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

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

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

6.4.12 Consultant shall prepare upon completion of Construction Document Phase, an assessment of the estimated cost of construction based on these final documents as compared to those documents used for the 85% Construction Document Phase estimate for use in negotiating the Guaranteed Maximum Price (GMP) with the CM/GC.

6.4.13 The Consultant shall provide final selection and obtain approval, by MERC, of colors and materials.

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

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

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

6.4.17 MERC will conduct a constructability review of the completed Construction Documents with its own consultant. A report shall be provided to Consultant and Consultant shall revise the Construction Documents accordingly and shall respond in writing to each comment made by the constructability reviewer in one of the following ways:

6.4.17.1 Indicate where or how the comment is reflected in a change to the Construction Documents, or

6.4.17.2 Explain why the comment is not reflected in a change to the Construction Documents.

6.4.18 MERC may require Consultant to supplement its submittal or to prepare an additional submittal if Consultant's response is insufficient to allow the constructability reviewer to confirm the changes.

6.5 Procurement Phase.

6.5.1 The Consultant shall assist MERC with the solicitation process for the selection of the CM/GC, and shall assist MERC and the CM/GC with solicitation and obtaining bids or proposals from trade contractors. These duties shall include:

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

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

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

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

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

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

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

6.6 Construction Phase.

6.6.1 MERC’s Project Manager will be the lead construction administrator. Consultant will assist the Project Manager with construction administration, but will have sole responsibility for design. For the purposes of this section, “Contractor” means the CM/GC.

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

6.6.3 Consultant’s responsibility to provide Construction Phase Services commences with the execution of the GMP Amendment to the CM/GC Contract and ends on the date MERC issues the final certificate for payment.

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

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

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

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

6.6.7 Change Orders.

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

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

6.6.8 Submittals.

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

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

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

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

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

6.6.10 Testing.

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

6.6.10.2 Consultant shall review and become knowledgeable with the Contractor's construction schedule as accepted by MERC. 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 MERC.

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

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

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

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

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

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

6.6.17 Project Completion. Consultant shall conduct inspections to establish or confirm the date of Substantial Completion and the date of Final Completion of the Contractor's work. At Substantial Completion, Consultant shall review the Contractor's punch list, conduct a visual inspection of the completed work, and prepare an

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

updated punch list of conditions observed and recommending correction, completion, or replacement by the Contractor. Consultant shall review the Project again upon Final Completion to confirm compliance with the Construction Contract Documents, and shall issue a final certificate for payment representing to MERC to the best of Consultant's knowledge and belief that the work is completed and in compliance with the requirements of the Construction Contract Documents.

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

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

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

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

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

6.7.1.1 Inconsistent with approvals or instructions previously given by MERC.

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

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

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

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

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

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

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

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

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

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

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

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

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

6.7.9 No adjustment in Consultant fee shall be made based on a net change to the GMP.

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

ARTICLE 7

Payment and Billing

7.1 Contract Price. Consultant shall perform the Services described in this Contract for a maximum price not to exceed _____. The Contract Price includes all fees, costs, and expenses of whatever nature. Nothing in this Contract requires MERC to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount paid to Consultant may be less than this amount.

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

7.2.1 Payment for Services will be based on the percentage of the Services performed by Consultant during the billing period. Contractor's Statement of Services will include an itemized statement of Services completed.

7.2.2 Consultant's Statement of Services shall also provide MERC with statements of Additional Services rendered and Reimbursable Expenses incurred in the preceding month. Consultant expressly waives any right to additional payment for any change in Services ("Change in Service") if Consultant does not give timely written notice of the Change in Services and if such Services are not billed as Change in Services within sixty (60) days following their rendition.

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

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

7.2.5 Statements of Services will be sent to Metro Accounts Payable, Attention: Nancy Streng, 600 NE Grand Avenue Portland Oregon 97232.

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

7.3.1 General Reimbursable Expenses.

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

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

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

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

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

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

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

7.3.2.2 Meals. The standard rate for meals is \$64.00 per day, subject to the following allocation: Breakfast (25%), Lunch (25%), and Dinner (50%). Except in the event of necessary overnight travel as provided below, breakfast and dinner expenses shall be reimbursed only if Consultant, while acting within the course and scope of his/her duties under this Contract, is required to travel more than two (2) hours (a) before the start (for breakfast expense reimbursement), or (b) after the end (for dinner expense reimbursement) of Consultant's regular workday (8:00 a.m. to 5:00 p.m.). Lunch expense is reimbursable only if Consultant, while acting within the course and scope of his/her duties under this Contract, is required to travel overnight and begins or ends the journey, respectively, before or after 11:00 a.m. Breakfast and dinner expenses are reimbursable during Consultant's necessary overnight travel while acting within the course and scope of his/her duties under this Contract.

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

7.3.2.3 Lodging. The standard rate for lodging is \$151.00 per day. MERC will reimburse Consultant for Consultant's actual cost of lodging up to the specified per-diem lodging rates for the locality. Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

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

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

7.4 Payment. MERC will pay Consultant within 30 days of receipt of a complete Statement of Services or within 15 days after approval of Consultant's Statement of Services. If MERC determines that Consultant's Statement of Services is not complete, MERC will send a written notice to Consultant requesting the necessary information to complete the Statement of Services. The time periods provided in the Section will run from the date MERC receives the necessary information to complete the Statement of Services.

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

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

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

ARTICLE 8

Dispute Resolution

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

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

Standard Form Professional Design Services Contract – Attachment A

MERC Contract No. 306000

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

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

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

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

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

LMN Architects

MERC

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

APPROVED AS TO LEGAL FORM

Office of the Metro Attorney

Standard Form Professional Design Services Contract – Attachment A



600 NE Grand Ave., Portland, OR 97232-2736
503-797-1700

MERC Contract No. 306000

METRO PROFESSIONAL SERVICES CONTRACT

EXHIBIT A

Project Work Order and Detailed Scope of Work.

MERC STAFF REPORT

Agenda Item/Issue: Metropolitan Exposition and Recreation Commission approval of the modifications to the scope, contract terms, and expiration date of Contract 306000, "OCC Interior Finishes Master Plan" with LMN Architects and authorization for the GM of visitor venues to execute the contract modifications.

Resolution No: 16-25

Date: September 7, 2016

Presented by: Scott Cruickshank

BACKGROUND: OCC and the Portland Development Commission entered into an IGA to explore how the plaza could be redesigned to better accommodate the additional convention traffic resulting from the forthcoming convention center hotel.

The main goals of the IGA were to conceptually explore a potential redesign that:

- 1) Presents a plaza that is more outward facing towards the hotel and the transit station, emphasizing the two main lobbies on NE Holladay and NE MLK, Jr. Blvd. through design;
- 2) Provides improved wayfinding solutions and;
- 3) Artfully captures storm water runoff that complies with Salmon-Safe green infrastructure standards.

Mayer-Reed was assigned to the exploration project as part of a flexible services agreement with the PDC. Their exploration of the plaza connection to the upcoming convention center hotel and analysis of the property called attention to the following deficiencies: the approach to and navigation of the plaza is confusing; visual access to the entries is difficult to identify; the existing landscaping is overgrown and/or difficult to maintain; and the Plaza lacks outdoor programmable space. As a result of Mayer-Reed's recent work, OCC now desires to proceed with a full Plaza redesign and renovation.

OCC Entries Project

The OCC is a 25 year old facility. Updates and improvements are needed in anticipation of and integration with the forthcoming Convention Center hotel. In 2015, the OCC identified a need for consulting and design services to create a cohesive plan for the execution of future capital improvement projects. That summer, a competitive RFP was prepared for the selection of a multi-disciplinary design team to compose a master plan to identify the improvements needed to remain competitive with similar convention centers across the United States. The RFP for the facility master plan was titled "Facility Interior Finishes Master Plan – Consulting and Design Services." The Scope of Work in the RFP included an initial phase involving the development of recommendations and budget estimates for those recommendations, as well as a provision for subsequent design development, construction documentation, and construction administration for the identified projects. The Scope of Work did not include provisions for consulting and design service for *exterior* work. The RFP drew robust competition from both national and local firm. LMN Architects was the successful proposer and was awarded the design services agreement (alternatively the "Contract" or "Agreement"). The LMN team includes four women-owned firms.

LMN conducted the initial phase project recommendations and cost estimating. One of the priority issues LMN identified was the confusion in navigation and ambiguity surrounding the visual identification of the OCC's main entrances. As a result, LMN proposed an *exterior* design project to modify the main entrances to be more visually identifiable. The OCC now wishes to amend the LMN contract to proceed with the design of these entry modifications. Because the proposed new entries must integrate with LMN's master plan design of the interior spaces, including the entry lobbies, procuring a new contract with a different design firm would likely be counterproductive, adding contract management and coordination costs. Additionally the selection of another firm would be unlikely in any case, given the clear competitive advantage LMN would have in any forthcoming RFP process for the design of the entries. Under Oregon public contracting law, such an amendment is allowed if

MERC determines that, had MERC described the changes to be made by the amendment in the original procurement, it would have been unlikely to have produced increased competition for the work or caused the award of the contract to another firm. (OAR 137-047-0800 and OAR 137-048-0320) *Therefore, OCC seeks approval from the Commission to amend LMN's Contract to add the entries design project.*

The outcome of the entry design project will necessarily impact the plaza design, which is intended to provide better and more intuitive connection, access, and wayfinding between the Convention Center entries, the hotel, and the MAX station. Because the entries design project and plaza design project must integrate perfectly and are expected to proceed simultaneously, the preferred approach, and a best practice, would be for design processes and design subcontracts for these projects to be conducted and managed by one architectural design firm. Accordingly, OCC now wishes to amend the LMN contract to also include the design of the plaza. This approach will likely result in lower fees, fewer change orders, promote efficient use of public funds and result in cost savings. Procuring a new contract for the plaza design with a different design firm would likely be counterproductive, adding contract management and coordination costs. Additionally the selection of another firm would be unlikely in any case, given the clear competitive advantage LMN would have in any forthcoming RFP process for the design of the plaza. Under Oregon public contracting law, such an amendment is allowed and considered to be within the scope of the original contract if MERC determines that, had it described in the original procurement the changes to be made by the amendment, it would have been unlikely to result in increased competition or caused the award of the contract to another firm. (OAR 137-047-0800 and OAR 137-048-0320) Consequently, *OCC seeks approval from the Commission to amend LMN's contract to add the plaza design project.*

FISCAL IMPACT: There is no fiscal impact from this particular action. When the work order for future services is authorized, there will be fees for the services once they are rendered.

RECOMMENDATION: For the reasons stated above, the project team requests that the Commission amend the LMN Contract to add the entry design and plaza design projects.

Procurement and OMA have reviewed the LMN procurement and advise that based on OAR 137-047-0800(1)(a), OAR 137-048-0270 and OAR 137-048-0320, the Commission may amend the LMN contract to add the Convention Center entries design project and plaza design project to LMN's agreement, if the Commission finds in its sole discretion that:

- 1) The Amendment is within the scope of the original Request for Proposals;
- 2) The Amendment would not materially impact the field of competition for award of the original contract (it is unlikely that the inclusion of the entries and plaza design projects to the RFP when issued would have caused the award of the contract to another firm);
- 3) It is unlikely that the number of proposers would significantly increase if the RFP were re-issued to include the entries design and plaza design work.

Additionally, OMA recommends the following changes to the LMN contract, to comport with the original intent of the LMN procurement:

1. Amend the LMN contract to establish it as a "Price Agreement" consistent with OAR 137-048-0270, allowing future work within the scope of the Contract to be authorized by work order, subject to approval by resolution of the Commission.
2. Amend the simple standard form personal service agreement currently in effect to comport with the more robust standard form contract language appropriate to significant design services agreements.

Finally, the project team requests that the Commission amend the contract term for an additional two years to run through 2022. The intent is to complete the entries by 2019, but some of the other projects may take longer.

MERC Commission Meeting

September 7, 2016
12:30 pm

9.0 Travel Portland
Fourth Quarter Report

travel
PORTLAND



Highlights:
Executive Summary - Page 3

Table of Contents

Executive Summary 3

Convention Sales 6

Convention Services 11

Communications and Publications 13

Marketing 15

Tourism 15

Operations 16

Finance 18

Board of Directors 21

Jeff Miller President and CEO

Brian Doran Executive Vice President of Finance and Administration

Greg Newland Executive Vice President of Marketing and Public Relations

Steve Faulstick Executive Vice President of Convention and International Tourism Sales

<p>1000 SW Broadway Suite 2300 Portland, OR 97205 503.275.9750</p>



Executive Summary

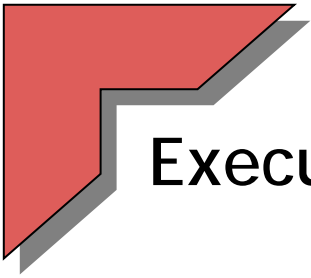
ACCOMPLISHMENTS

- In this year OCC realized \$18.6 million in revenue from Travel Portland booked business. Community impact ROI from all future bookings was 43.6 to 1.
- Fifty-two new and nine repeat OCC conventions were booked for future year’s worth \$15.6 million in OCC revenue. Community economic impact was \$103.8 million. Travel Portland bookings, including single hotel, will result in over \$166 million of economic impact.
- Travel Portland booked twenty-four minority meetings for the year with an EEI of \$9 million and 16,538 room nights.
- Travel Portland generated sixty-five articles worth almost \$3.8 million for the OCC and visitor venues for 2015-16.
- Travel Portland exceeded the \$2.25 million goal for domestic and international tour operator bookings by actually realizing \$33.1 million in economic impact.

	Number of tour operators	Number of published itineraries
	2015-16	2015-16
Asia	19	33
Canada	35	43
Domestic (U.S.)	60	71
Europe	173	199
Oceania	41	48
Total	328	394

TRENDS, SUCCESSES, OBSTACLES

- Fiscal YTD room tax collection from the City is +21.1% compared to 2014-15.
- Travel Portland tracked lost business during fiscal year 2015-16. Forty-seven groups worth 239,495 room nights declined to come to Portland due to lack of a headquarter hotel or the inability to get all their delegates in a single hotel. Lost OCC revenue and lost Community Economic Impact was \$18M and over \$165 million respectively for future years.



Executive Summary

MERC CONTRACT TARGETS

TARGET #	TARGET DESCRIPTION	YEAR TO DATE ACTUAL	ANNUAL TARGET
1	OCC revenue target	\$18,642,067	\$10.0 Million
2	ROI on future OCC business	4.1	2.8
3	Lead conversion	29%	35%
4	Services performance survey	4.0	3.6
5	ROI on public relations/media	31.7	20.0
6	Community economic impact	43.6	35.0

CITY CONTRACT GOALS

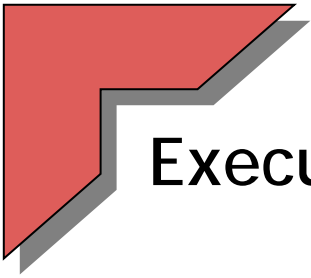
OBJECTIVE #	GOAL DESCRIPTION	YEAR TO DATE ACTUAL	ANNUAL GOAL
1.	Convention Sales and Marketing Economic Impact ROI	38.4	25.0
2			

Market	January – March 2015 vs. PYTD	January – March 2016 vs. PYTD
Vancouver, BC	+6.5%	+8.1%
Portland*	+5.6%	+3.9%
San Francisco	+2.9%	+3.5%
Seattle	+4.2%	+3.2%

*Includes TID and non-TID hotels
Source: STR (Smith Travel Research)

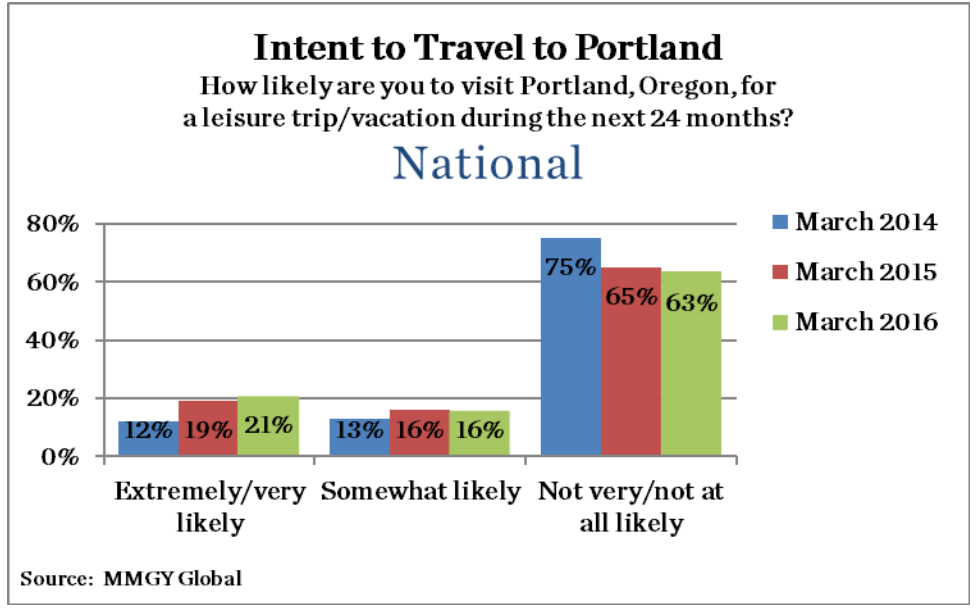
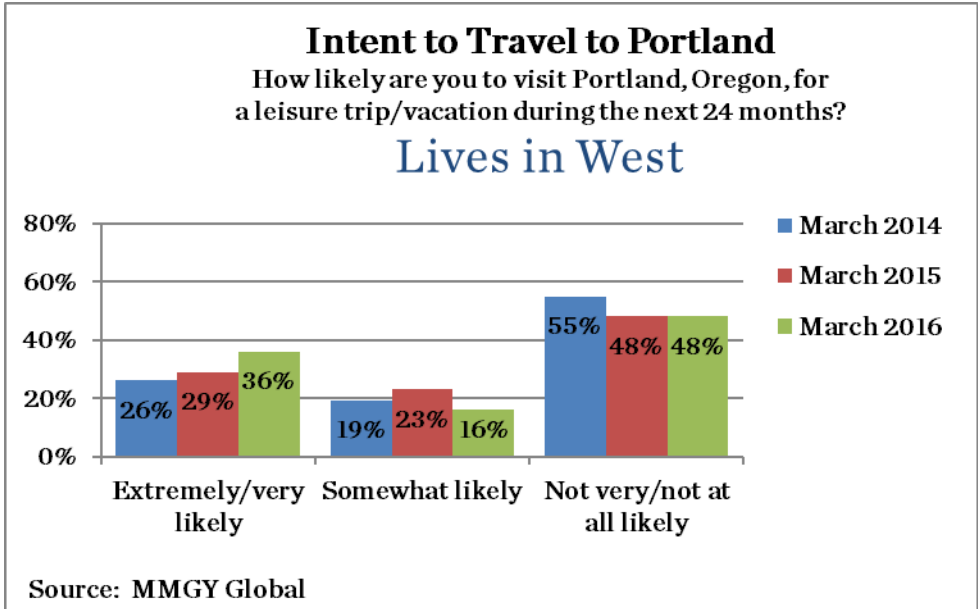
Month	Demand: forecast	Demand: actual
November 2015	+1.6%	+1.0%
December 2015	+1.6%	+2.6%
January 2016	+0.1%	+9.0%
February 2016	+2.0%	+5.2%
March 2016	+2.6%	+1.9%
Total	+1.6%	+3.8%

Source: STR Analytics and STR (Smith Travel Research)



Executive Summary

CITY CONTRACT GOALS - OBJECTIVE #2 CONTINUED



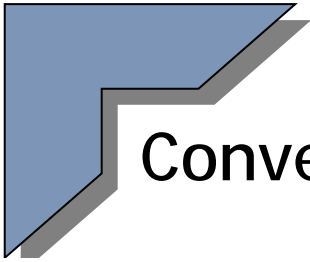
Ad Accountability – Incremental Visitor Spending Generated by Advertising		
Months	Last Winter	This Winter
November through March	\$70.1M	\$63.7M
November through October	\$84.3M	Available in December
Source: <u>Longwoods International</u>		



Convention Sales

OREGON CONVENTION CENTER REVENUE FROM TRAVEL PORTLAND BOOKINGS			
	OCC Revenue	Annuals	Total Potential Future Business
FY 15/16	\$ 18,642,067	\$ -	\$ 18,642,067
FY 16/17	\$ 10,946,214	\$ 50,055	\$ 10,996,269
FY 17/18	\$ 6,659,020	\$ 1,172,371	\$ 7,831,391
FY 18/19	\$ 4,917,554	\$ 1,462,656	\$ 6,380,210
FY 19/20	\$ 2,934,195	\$ 1,172,371	\$ 4,106,566
FY 20/21	\$ 2,110,901	\$ 1,327,721	\$ 3,438,622
FY 21/22	\$ 4,759,599	\$ 1,172,371	\$ 5,931,970
FY 22/23	\$ 408,633	\$ 1,327,721	\$ 1,736,354
FY 23/24	\$ -	\$ 1,172,371	\$ 1,172,371
FY 24/25	\$ -	\$ 1,327,721	\$ 1,327,721
TOTAL	\$ 51,378,183	\$ 10,185,358	\$ 61,563,541

Oregon Convention Center Projected Future Revenue			
Total Travel Portland Contract:	Quarter	YTD	Target
New OCC Bookings	20	52	
Repeat OCC Bookings	4	9	
Total OCC Bookings	24	61	
Room Nights from OCC Bookings	59,424	120,504	
Future OCC Revenue Booked during FY 2015/16	\$ 6,918,292	15,618,847	
ROI OCC Bookings	\$ 5.1	\$ 4.1	2.8 to 1
Community Economic Impact from OCC Bookings	\$ 46,420,175	\$ 103,829,805	
Total Room Nights Booked	89,572	262,316	
Total Community Economic Impact from Bookings	\$ 62,908,824	\$ 166,858,263	
ROI on Total Community Economic Impact	\$ 46.3	\$ 43.6	35.0 to 1
OCC Revenue Realized During FY 2015/16	\$ 5,433,335	\$ 18,642,067	\$10.0 Million

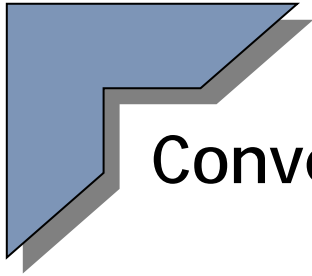


Convention Sales

OREGON CONVENTION CENTER FUTURE GROUP BOOKINGS					
AS OF JULY 1, 2016					
	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20 and beyond
Current	57	43	22	14	18
4 Year Average	Current	1 yr. out	2 yrs. out	3 yrs. out	Beyond 3 yrs.
(FY 12/13 - FY 15/16)	37	30	17	11	11

4TH QUARTER - ROOM NIGHTS FROM OREGON CONVENTION CENTER BOOKINGS					
Year	Groups	Total Room Nights	Attendees	OCC Revenue	Community Economic Impact
FY 16/17	1	2,415	500	\$ 40,436	\$ 169,393
FY 17/18	8	9,481	49,750	\$ 1,839,152	\$ 10,016,378
FY 18/19	5	8,161	11,700	\$ 1,092,258	\$ 7,514,211
FY 19/20	6	26,742	25,450	\$ 2,704,379	\$ 19,399,280
FY 20/21	3	9,211	6,400	\$ 833,434	\$ 6,547,896
FY 21/22	1	3,414	1,500	\$ 408,633	\$ 2,773,017
Total OCC Bookings	24	59,424	95,300	\$ 6,918,292	\$ 46,420,175

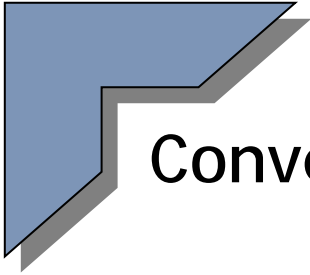
4TH QUARTER - ROOM NIGHTS FROM SINGLE HOTEL BOOKINGS				
Year	Groups	Total Room Nights	Room Tax Generated	Community Economic Impact
FY 15/16	8	844	\$ 13,340	\$ 379,501
FY 16/17	31	18,047	\$ 285,255	\$ 11,207,037
FY 17/18	9	5,915	\$ 93,494	\$ 2,374,687
FY 18/19	4	4,616	\$ 72,962	\$ 2,179,338
FY 19/20	1	726	\$ 11,475	\$ 348,086
Total Other Bookings	53	30,148	\$ 476,527	\$ 16,488,649



Convention Sales

LEAD CONVERSION						
	Travel Portland Office		Chicago Office		Washington, DC Office	
	Quarter	YTD	Quarter	YTD	Quarter	YTD
OCC Leads	63	286	13	60	33	114
OCC Lost Leads due to OCC space & availability	12	33	4	12	2	6
OCC Lost Leads due to HQ hotel & hotel package	10	47	2	11	5	17
Lead Conversion Percentage	59%	29%	29%	19%	35%	16%
Annual Target -35%						

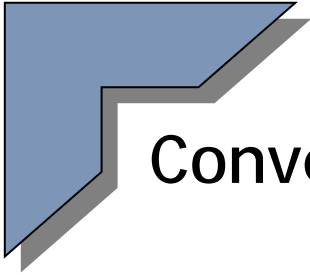
4TH QUARTER - OREGON CONVENTION CENTER LOST BUSINESS						
Account	Groups	Reason	Total Room Nights	Attendees	Lost OCC Revenue	Lost Community Economic Impact
Subtotal	4	Hotel - HQ	16,667	12,000	\$ 2,086,344	\$ 15,129,766
Subtotal	10	Date Availability - OCC	31,315	14,050	\$ 2,483,749	\$ 20,005,214
Subtotal	10	Geographic	29,801	13,500	\$ 2,636,923	\$ 20,499,633
Subtotal	7	Selected Another Year	21,845	12,500	\$ 2,264,324	\$ 16,244,005
Subtotal	5	Date Availability - Hotel	8,678	7,150	\$ 1,009,980	\$ 7,932,937
Subtotal	5	Hotel Package - Number Hotels Needed	18,237	8,850	\$ 1,603,391	\$ 11,774,720
Subtotal	4	Rates/Cost - Hotel	11,869	6,800	\$ 960,021	\$ 7,775,816
Subtotal	2	Board Decision	4,360	2,850	\$ 408,988	\$ 3,232,896
Subtotal	2	Weak Local Support	4,605	5,000	\$ 553,588	\$ 4,389,764
Subtotal	2	Client Postponed Search	3,022	1,000	\$ 135,246	\$ 1,261,850
Subtotal	1	Hotel - Under One Roof	2,031	900	\$ 202,020	\$ 1,481,444
Subtotal	1	Perceived Destination Draw	345	800	\$ 78,017	\$ 340,549
Total	53		152,775	85,400	14,422,591	\$ 110,068,594



Convention Sales

4TH QUARTER - OREGON CONVENTION CENTER CANCELLATIONS							
Account Name	Groups	Reason	Total Room Nights	Attendees	Lost OCC Revenue	Lost Community Economic Impact	Arrival Date
N/A	0	N/A	0	0	\$ -	\$ -	N/A

4TH QUARTER INDUSTRY TRADE SHOWS AND EVENTS	
Trade Show/Event	Location
Springtime	Washington, D.C.
Simpleview Summit	Scottsdale, AZ
LGBTQ Sports Forum	Portland, OR
National Association of Sports Commissions	Grand Rapids, MI
Washington D.C. Sales Blitz	Washington, D.C.
Society of Government Meeting Professionals	San Diego, CA
Spring 2016 FAM	Portland, OR
HelmsBriscoe Annual	Phoenix, AZ
Chicago Sales Blitz	Chicago, IL
Meeting Professionals International - WEC	Atlantic City, NJ
Cvent Annual	Las Vegas, NV
PCMA Education	St. Louis, MO

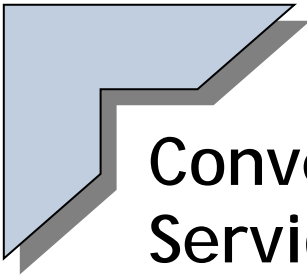


Convention Sales

MINORITY PROJECTED FUTURE REVENUE		
Total Travel Portland Contract:	4th Quarter	YTD
New Minority Bookings	4	24
Total Minority Bookings	4	24
Room Nights from Minority Bookings	1,591	16,538
Minority Leads	6	47
Minority Lost Leads	4	34
Minority Lost Leads due to hotel package & availability	1	5

For the fourth quarter of FY 2015/16, minority bookings created an estimated economic impact to the greater metro Portland community of approximately \$824,000. Booked groups included the following:

Omega Psi Phi Fraternity, Inc.	\$	216,134
Parents, Families and Friends of Lesbians & Gays	\$	352,382
Northwest Down Syndrome Association	\$	44,060
Women Grow	\$	211,520



Convention Services

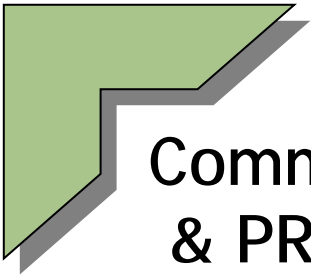
ACTIVITY DESCRIPTION	4TH QUARTER	YTD
Distribution of promotional pieces	32,495	140,020
Meeting planning assistance - Services leads	536	2,904
Pre-convention attendance building - Site tours	9	34
Pre-convention attendance building -Promo trips, e-newsletters and materials	12	38
Housing-convention room nights	6,055	17,896

4TH QUARTER INDUSTRY SITE TOURS, TRADE SHOWS AND PROMO TRIPS					
Organization	Organization Location	Promotional Trip	Site Visit	OCC	Non-OCC
Association for Professionals in Infection Control & Epidemiology	Washington, DC	X		X	
IEEE Power & Energy Society	Piscataway, NJ		X	X	
Bible Study Fellowship	San Antonio, TX		X	X	
National Council of Teachers of English	Urbana, IL		X	X	
Defense Advanced Research Projects Agency (DARPA)	Arlington, VA		X		X
National Association of Hearing Officials	Hebron, CT		X		X
National Association of Housing & Redevelopment Officials	Washington, DC		X		X
Allstate Insurance	Roanoke, VA		X		X
National Treasury Employees Union	Washington, DC		X		X
Malwarebytes	Santa Clara, CA		X		X



Travel Portland Post Convention Survey
Overall impression of the following:

Answer Options	Excellent = 4	Good = 3	Average = 0	Poor = 1	N/A	Rating Average	Response Count
Travel Portland sales staff	2	0	0	0	0	4.00	2
Travel Portland convention services staff	1	0	0	0	1	4.00	1
Travel Portland housing services (if utilized)	0	0	0	0	2	0.00	0
Travel Portland collateral/promotional materials	2	0	0	0	0	4.00	2
Quality and user-friendliness of the Travel Portland	2	0	0	0	0	4.00	2
<i>Average rating for the quarter</i>						4.00	
<i>Average rating YTD</i>						3.95	
Is there anything Travel Portland could have done to enhance your experience?							
Nothing. Tim was wonderful.							
Your folks were wonderful and the materials were so helpful. People were so pleased for the light rail passes.							

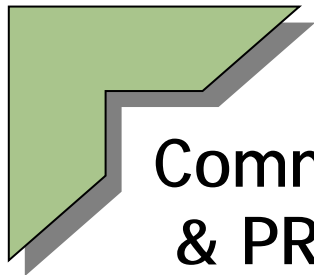


Communications & PR

	4th Quarter	YTD
MERC		
Value*	\$ 170,394	\$ 3,763,093
Number of Placements	5	65
OCC		
Value	\$ 170,394	\$ 1,391,990
Number of Placements	5	22
Total Value = City/Regional PR (Non-MERC/OCC)*	\$ 7,378,402	\$ 57,592,023
Total Number of Placements = City/Regional PR (Non-MERC/OCC)	89	422
Travel Portland Grand Total - Print and Online Value - Domestic*	\$ 7,069,892	\$ 57,809,817
Travel Portland Grand Total - Print and Online Value - International*	\$ 478,904	\$ 3,545,299
Travel Portland Grand Total - Print and Online Circulation - Domestic*	215,755,208	1,182,328,449
Travel Portland Grand Total - Print and Online Circulation - International*	6,611,292	120,476,340
Travel Portland Grand Total - Number of Placements - Domestic	73	358
Travel Portland Grand Total - Number of Placements - International	21	129
MERC	4th Quarter	YTD
Total Value = MERC*	\$ 170,394	\$ 3,763,093
Direct Costs	\$ 47,726	\$ 118,850
ROI	3.6	31.7
Annual Goal - 20.0 to 1		
City of Portland	4th Quarter	YTD
Total Value *	\$ 7,548,796	\$ 61,355,116
Direct Costs	\$ 176,171	\$ 599,936
ROI	42.8	102.3
Annual Goal - 7.00 to 1		

- No multipliers are used to calculate media values.
- MERC Value - Counts all media placements that mention any MERC facility: Oregon Convention Center, Portland'5, Portland Metropolitan Exposition Center and Oregon Zoo or cover industry topics related to Portland as a meetings destination.
- OCC Value - Counts only those media placements that feature the Oregon Convention Center.

*This line item represents total circulation and ad value for clips that were reported in previous quarters, but did not have circulation and/or ad value associated with them. This is a one-time adjustment that helps to better represent the earned media coverage statistics for the year. The adjustments are the result of our team tracking down figures that were not available at the close of the previous quarters' reports.



Communications & PR

KEY MESSAGES/CONTENT	
Circulation Totals - 2015-16	
Top 10 of 28 key messages	
	Total
drink	718,974,479
food	717,304,801
character	597,085,903
lodging	375,349,456
southeast	355,866,832
bike-friendly	307,009,065
southwest	305,208,878
events	291,633,821
north	253,421,698
arts	239,950,974

Publication/ Air Date	Outlet / Headline	MERC			OCC		
		Value	Circulation	Placements	Value	Circulation	Placements
4/11/16	connectyourmeetings.com "7 Reasons Planners Won't Want to Leave Portland, Oregon"	\$ 44,508	22,254	1	\$ 44,508	22,254	1
4/11/16	collaboratemeetings.com "7 Reasons Planners Won't Want to Leave Portland, Oregon"	\$ 50,438	25,219	1	\$ 50,438	25,219	1
5/16/16	Meetings Today "PDXtraordinary"	\$ 21,795	55,151	1	\$ 21,795	55,151	1
5/26/16	broadwayworld.com "TCG to Host 2017 National Conference in Portland"	\$ 44,253	2,212,627	1	\$ 44,253	2,212,627	1
6/1/16	Smart Meetings Magazine "A Perfect Fit"	\$ 9,400	44,000	1	\$ 9,400	44,000	1
Total		\$ 170,394	2,359,251	5	\$ 170,394	2,359,251	5

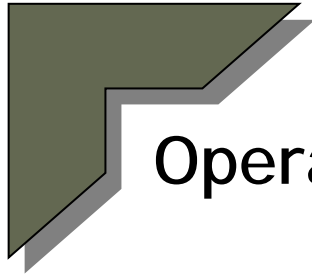


Marketing & Tourism Sales

MARKETING		
	4th Quarter	YTD
Room nights booked via travelportland.com	168	976
Travelportland.com (Website Visits)	1,123,336	4,266,966
Referrals from travelportland.com	336,794	1,609,222
Total Facebook reach	1,841,257	15,545,925

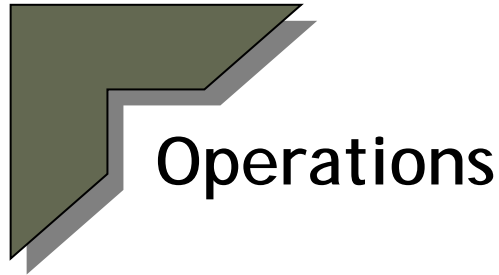
*YTD Referrals from travelportland.com is an estimation due to problems with data tracking. Data was lost for August-October 2015 and is based off of FY 2014-15's percentage of visits resulting in referrals (-27%).
Data for November 2015 – March 2016 may be exaggerated.

TOURISM SALES		
	4th Quarter	YTD Total
Client Contacts		
Trade Shows, Events, Inquiries and Sales Calls	1,302	36,085
FAMS/Research & Site Visits		
# of Fams	15	62
# of Companies	71	135
# of Attendees	77	194
Published Itineraries	318	538
Number of Room Nights by County Receptive & Tour Operators & Hotels report Room Nights at fiscal year end.		
Clackamas County	1,099	4,152
Columbia County	0	54
Multnomah County	26,206	61,697
Washington County	1,465	3,078



Operations

DIVERSITY EMPLOYMENT STATISTICS 2015-16					
TRAVEL PORTLAND GOALS AND OBJECTIVES BY JOB CATEGORIES					
	June 30, 2016		2015-16		
Job Category	Category Number	Total	Actual Percentage	Goal Percentage	Objective
	Number of Females	Number of Staff			
Office/Clerical	16	17	94%	65%	Monitor
Officials/Administration	5	10	50%	50%	Monitor
Professionals	9	13	69%	50%	Monitor
Sales	14	15	93%	50%	Monitor
Technicians	3	5	60%	10%	Monitor
Total	47	60	78%	45%	Monitor
	Number of Minorities	Number of Staff			
Office/Clerical	5	17	29%	15%	Monitor
Officials/Administration	1	10	10%	10%	Monitor
Professionals	0	13	0%	10%	Improve
Sales	3	15	20%	10%	Monitor
Technicians	0	5	0%	10%	Improve
Total	9	60	15%	11%	Monitor
This report is based on current full and part-time staff.					



FIRST OPPORTUNITY TARGET AREA (FOTA)

HIRING

Travel Portland hired zero new employees in the fourth quarter. Recruiting and special considerations are always made for applicants in the MERC FOTA. Travel Portland currently has nine employees who reside in the MERC FOTA. Even though no employees were hired, we would have posted to the following: Indeed, Mac's List, Jooble, The Skanner, Asian American Reporter, El Hispanic News, Mosaic Metier, Urban League, Travel Portland website, and LinkedIn.

PURCHASING

Travel Portland expended a total of \$237,141 with businesses in the FOTA area for ending FY quarter June 2016.

PARTNERSHIP

Travel Portland currently has 109 member businesses within FOTA and 58 minority and 109 women-owned businesses as its partners.

MBE/DBE/WBE PURCHASING PARTICIPATION

For the last 27 years Travel Portland has implemented a voluntary MBE/DBE/WBE purchasing program that strives to ensure a high level of participation with certified minority-owned, disadvantaged or women-owned businesses when securing services and supplies that are purchased using lodging tax dollars.

For fiscal year 2015-16, Travel Portland expended \$1,016,486 of lodging tax dollars in the purchasing of services and supplies where it had the discretion to purchase from outside vendors. Of this amount, \$376,359 or 37% percent was spent with minority/women-owned or emerging small business enterprises.

Expenses

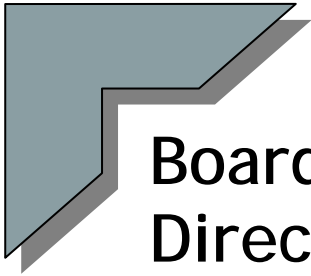
	Annual Budget	QTR Ending 06-30-16	Sum of YTD 06- 30-2016	Percent
Direct Sales:				
Portland office:				
Professional services	1,070,992	212,567	892,979	
Direct expenses	117,995	28,573	117,995	
Total Portland office	1,188,987	241,140	1,010,973	85%
Washington DC office:				
Professional services	246,480	84,675	269,475	
DC client events	13,000	60,048	96,478	
Direct expenses	58,388	25,065	58,388	
Total DC office	317,868	169,788	424,341	133%
Chicago office:				
Professional services	118,400	36,445	124,505	
Chicago client events	12,000	27,642	55,230	
Direct expenses	19,093	2,065	19,093	
Total Chicago expenses	149,493	66,152	198,828	133%
Fall & Spring Fam	93,000	89,881	206,218	
Site Visits	72,500	51,381	133,252	
Bid/Sales Trips	30,000	32,816	153,531	
Local Promotions	6,000	87,852	146,803	
Tradeshows	287,233	38,975	329,871	
Road Shows/Client Events-Chicago & Washingto	65,000	18,349	80,996	
Research/Lead Generation	39,000	43,400	185,460	
Three City Alliance	55,000	8,962	58,052	
Advisory Council	50,000	22,694	81,119	
Minority Sales services	50,450	18,474	86,398	
Sub-Total	748,183	412,785	1,461,700	
Total Direct Sales	2,404,531	889,864	3,095,843	129%
Marketing:				
Total Marketing	643,193	213,287	830,769	129%
Publication Relations:				
Total PR	178,850	49,473	211,348	118%
Convention Services:				
Total Convention Services	362,000	119,372	466,479	129%
Contract Administration:				
Professional Services	234,207	86,129	226,999	
Total Contract Admin	234,207	86,129	226,999	97%
Total Budget	\$ 3,822,781	\$ 1,358,125	\$ 4,831,438	126%

**Travel Portland
Income Statement**
(Statement of Financial Activities)

	Actual (Prior Year) YTD 6/30/2015 Column A	Actual YTD 6/30/2016 Column B	Budget YTD 6/30/2016 Column C	Actual (Prior Year) Full Year 6/30/2015 Column D	Budget Full Year 6/30/2016 Column E
Revenue					
City/County Lodging Tax (1%)	5,061,295	6,449,149	5,567,424	5,061,295	5,567,424
Tourism Improvement District (TID) (2%)	9,518,404	10,742,745	10,470,574	9,518,404	10,470,574
MERC (OCC contract)	3,561,250	3,821,201	3,822,781	3,561,250	3,822,781
Partnership Dues	469,442	483,767	470,000	469,442	470,000
Fees earned	205,468	173,385	166,500	205,468	166,500
Other Income	33,918	43,431	4,000	33,918	4,000
Tradeout/In-Kind	17,407	10,135	0	17,407	0
Cooperative programs	241,497	376,511	345,525	241,497	345,525
Regional RCMP (from Travel Oregon)	659,858	425,000	425,000	659,858	425,000
Cultural Tourism	338,212	323,244	300,000	338,212	300,000
Downtown Marketing Initiative (DMI)	0	0	0	0	0
Visitor Development Fund (VDF)	291,676	129,004	137,320	291,676	137,320
Total Revenue	20,398,425	22,977,572	21,709,124	20,398,425	21,709,124
Expenses					
Convention Sales	3,464,710	3,815,027	4,224,789	3,464,710	4,224,789
Tourism Sales	1,756,091	2,367,501	2,325,300	1,756,091	2,325,300
Marketing & Communications	7,692,756	9,152,371	9,362,558	7,692,756	9,362,558
Regional RCMP (from Travel Oregon)	659,858	565,039	614,000	659,858	614,000
Downtown Marketing Initiative (DMI)	84,345	0	0	84,345	0
Convention & Housing Services	793,673	916,403	974,700	793,673	974,700
Partnership Services & Events	670,353	662,639	689,200	670,353	689,200
Visitor Services (Fulfillment & VIC)	321,772	321,523	350,000	321,772	350,000
Program Support	2,415,391	2,871,430	3,077,577	2,415,391	3,077,577
Total Expenses	17,858,950	20,671,934	21,618,124	17,858,950	21,618,124
NET SURPLUS/(DEFICIT)	2,539,475	2,305,638	91,000	2,539,475	91,000

**Travel Portland
Balance Sheet**
(Statement of Financial Position)

	Actual 6/30/2016 Column A	Actual as of 6/30/2015 Column B	Increase (Decrease) Column C
Assets			
Cash and Cash Equivalents	\$5,726,332.21	\$7,159,589.82	-20%
Investments	\$3,833,002.11	\$0.00	0%
Accounts Receivable	\$857,657.06	\$1,390,723.52	-38%
Prepaid Assets	\$694,243.18	\$1,017,609.97	-32%
Fixed Assets, net	\$1,300,047.06	\$491,625.06	164%
Other Assets	(\$20,860.05)	(\$2,929.03)	612%
Total Assets	\$12,390,421.57	\$10,056,619.34	23%
Liabilities and Net Assets			
Liabilities			
Accounts Payable & Accrued Expenses	\$1,253,227.72	\$1,133,927.66	11%
Accrued Personnel	\$1,465,224.84	\$1,582,395.55	-7%
Deferred Revenue	\$245,024.41	\$218,989.14	12%
Other Fiduciary Liabilities - RCMP	\$86,760.85	\$166,269.85	-48%
Total Liabilities	\$3,050,237.82	\$3,101,582.20	-2%
Net Assets			
Undesignated Net Assets- (Target \$5.1M)	\$6,781,106.55	\$5,645,002.10	20%
Board Designated-(Mkting & PPE Reserve)	\$1,259,030.14	\$818,409.98	54%
Board Designated-Net Property and Equipment	\$1,300,047.06	\$491,625.06	164%
Total Net Assets	\$9,340,183.75	\$6,955,037.14	34%
Total Liabilities and Net Assets	\$12,390,421.57	\$10,056,619.34	23%



Board of Directors

Last Name	First Name	Company	Officers	Committee Chair
Ackman	Tim	Alaska Airlines	Past Chair	
Bebo	Chris	Provenance Hotels		
Burkett	Sandy	Hotel Vintage Portland	Vice Chair	Community Action Committee
Craddick	Shirley	Metro		
Dodson	Jim	Embassy Suites Portland Airport	Chair	TID Committee
Frey	Victoria	Portland Institute for Contemporary Art		
Goldman	Terry	DoubleTree by Hilton Hotel Portland		
Hanley	Terry	Hotel Rose		
Hasan	Naim	Naim Hasan Photography @ N2H Media Group		
Malek	Kim	Salt & Straw		
McKeel	Diane	Multnomah County		
Patel	Jatin	Lodging Mgmt NW, LLC		
Penilton	David	America's Hub World Travel	Chair-Elect	Partner Services Committee
Ponzi	Maria	Ponzi Vineyards		
Porter	David	Aloft Portland Airport at Cascade Station		
Pyne	Tim	Portland Marriott Downtown Waterfront		Convention Sales Steering Committee
Rokovitz	Sabrina	Enterprise Rent A Car		
Saltzman	Dan	City of Portland		
Shelby	E. Allen	BPM Real Estate Group	Treasurer	Budget and Finance Committee
Shelly	Ruth	Portland Children's Museum		
Tullis	Jon	Timberline Lodge		
Walters	Eric	Hilton Portland & Executive Tower		
Watson	Lisa	Cupcake Jones		
Welch	David	Lincoln Restaurant and Sunshine Tavern		
Weston	Linda	Oregon Entrepreneurs Network		

MERC Commission Meeting

September 7, 2016
12:30 pm

10.0 Financial Report

JULY 2016

FINANCIAL INFORMATION

For Management Purposes only



OREGN

Oregon
Convention
Center



Memo



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

Date: September 7, 2016
To: Commissioner Elisa Dozono, Chair
Commissioner Karis Stoudamire-Phillips, Vice Chair
Commissioner Deidra Kryz-Rusoff, Secretary-Treasurer
Commissioner Terry Goldman
Commissioner Damien Hall
Commissioner Judie Hammerstad
Commissioner Ray Leary
From: Ben Rowe – MERC Finance Manager
Re: MERC preliminary annual financial information for Fiscal Year 2015-16 (2nd close) and for the month of July, Fiscal Year 2016-17

Fiscal Year 2015-16 2nd Financial Close Summary

Through FY 2015-16 2nd financial close, total MERC event related revenue (charges for services and food & beverage) performed 18% (\$7.7 million) above the prior year, 23% (\$9.4 million) above budget projections and 32% (\$12.3 million) above the three-year historical average. Total MERC Food & Beverage ended with \$4.7 million in net returns, which is a 23.4% margin, 6% above the three-year historical average. Net operations are \$6.5 million for the year after a \$3.4 million transfer to the Hotel Project. After capital revenues and expenses, the venues added more than \$8.8 million to fund balances, a 22% increase to existing reserves. MERC has received \$3.6 million in TLT Pooled Capital revenues to date and will receive one more payment in September. Finance forecasts approximately \$5.6 million in total TLT Pooled Capital receipts at the close of FY 2016, bringing its forecasted fund balance to just shy of \$12.0 million. Only a few individual transactions remain for the third and final financial close including the final TLT payment from Multnomah County and the qualitative incentive for Aramark.

FY 2016-17 Economic Dynamics

Several economic and industry dynamics will interact throughout FY 2016-17 resulting in a fiscal year perhaps not as robust as the last two fiscal years. Firstly, FY 2014-15 and FY 2015-16 were both record-breaking high grossing years for the venues. Any comparison to these years is skewed because they were so robust. Secondly, OCC may see the effects of a reduced national convention schedule due to the upswing in Portland's hotel market beginning three years ago. The Portland hotel market began heating up a few years ago which facilitated a disincentive to hoteliers to provide large room blocks for national convention business. While hotel market demand has significantly grown in the last three years, supply has not increased since 2009. Looking to the near future, there are several downtown hotel projects slated to open in the next 36 months, which should greatly improve the market's capacity for booking national conventions. Thirdly, several large repeat clients at the venues schedule events every two years instead of each year. We have already seen the off year effect of this scheduling pattern in July at OCC. Finally, it is unknown how long the strong consumer confidence and spending which fueled our growth over the past two years can sustain itself. We may witness fluctuations in consumer confidence influenced by national political events throughout the year. The venues may have yet another great year or we may experience some cooling when compared to our most recent years.

MERC Venues Events & Attendance

Total MERC venues July events and attendance are respectively 11% and 18% below the three-year historical average. Both Expo and Portland'5 experienced dramatic decreases in both events and attendance in July compared to their historical averages. OCC saw a steep decrease in number of events but higher than average attendance.

Total MERC Venues	2015		2015		Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance
July	88	78,276	70	67,141	(18), (20%)	(11,135), (-14%)

MERC Venues Revenues & Expense

Event revenues (rent and food and beverage) closed July 38% below the prior year and 29% below the three-year historical average, and less than 1% above year to date (YTD) budget projections. Total venue expenses are 8% below the prior year, 2.7% below the three-year historical average and 19% below YTD budget projections.

Food & Beverage

The total MERC venues food and beverage margin for July is 17%, half the margin of July FY 2015-17 and 13% below the three-year historical monthly average.

Net Operations

Total MERC YTD net operations is \$1.1 million less than the prior year and \$900,000 less than the three-year historical July average due to the steep decrease in gross revenues over the prior year and a sharp increase in Materials & Services expenses in July. Major contributors behind Materials and Services closing 27% (\$177,500) more than the prior year and the three-year historical average are: 1) a 7% (\$60,000) increase in the monthly cost of the Travel Portland sales & marketing contract 2) a 10% (\$17,000) increase in the monthly land lease Portland'5 pays for Hatfield Hall property 3) And \$85,000 of upfront expenses related to promoting two different events in July and August through the new *Portland'5 Presents* program, one of which was *Los Tigres del Norte*.

Historical Actual Comparison FY 2014-2016 to FY 2017

	Fiscal Year:	2014	2015	2016	2017	2014-16	% Diff.	% Diff.
		YTD	YTD	YTD	YTD	Average	Average	2016
Revenues								
Food & Beverage		1,685,909	1,721,300	2,209,910	1,129,468	1,872,373	-39.7%	-48.9%
Charges for Services		1,058,312	1,694,696	1,595,899	1,221,999	1,449,636	-15.7%	-23.4%
Lodging Tax		-	-	-	-	-	-	-
Other		37,496	59,977	47,688	13,711	48,387	-71.7%	-71.2%
Total Revenue		2,781,718	3,475,973	3,853,498	2,365,178	3,370,396	-29.8%	-38.6%
Expenses								
Food & Beverage		1,282,001	1,207,579	1,430,291	932,182	1,306,624	-28.7%	-34.8%
Personnel Services		1,275,000	1,419,331	1,466,847	1,462,375	1,387,059	5.4%	-0.3%
Materials & Services		598,639	719,101	656,314	835,513	658,018	27.0%	27.3%
Other		500,644	413,188	482,004	482,510	465,279	3.7%	0.1%
Total Expense		3,656,284	3,759,199	4,035,456	3,712,579	3,816,980	-2.7%	-8.0%
Net Operations		(874,566)	(283,226)	(181,958)	(1,347,401)	(446,583)	201.7%	640.5%
Food & Beverage Margin		24.0%	29.8%	35.3%	17.5%	30.2%	-12.7%	-17.8%

Oregon Convention Center

OCC July revenues closed 52% (\$1.4 million) below the prior year, 23% (\$388,000) below the three-year historical average*, and 33% below July budget projections. OCC July events and attendance are respectively 18% below and 25% above the prior year and 15% and 46% above the three-year historical monthly average. Expenses are 16% below the prior year, 3% above the three-year historical average*, and 7% below July budget projections. OCC's YTD food and beverage margin is 21%, 10% below the three-year historical average.

*Financial three-year historical averages include FY 2013-15, excluding FY 2015-16.

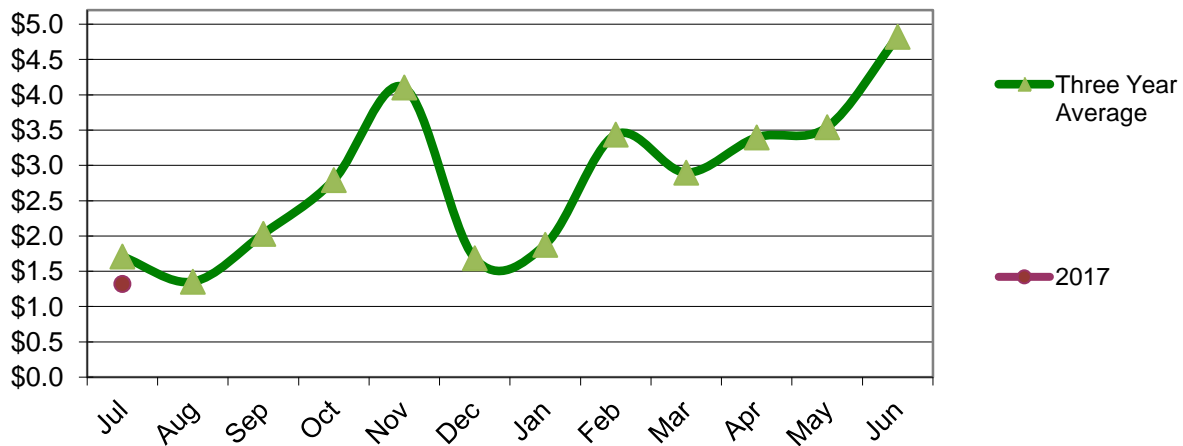
Highest Grossing Events

Event	Gross Event Revenue	% of July Event Revenue
IS-MPMI XVII Congress	\$298,201	22%
Puryear Family Reunion	256,793	19%
Duncan Family Reunion	224,409	17%
Delta Sigma Theta Sorority	180,448	13%
All other Events	390,875	29%
Total	\$1,350,726	100%

*Note: revenue reported in this section reflects event receipts in month only and not total gross event revenue.

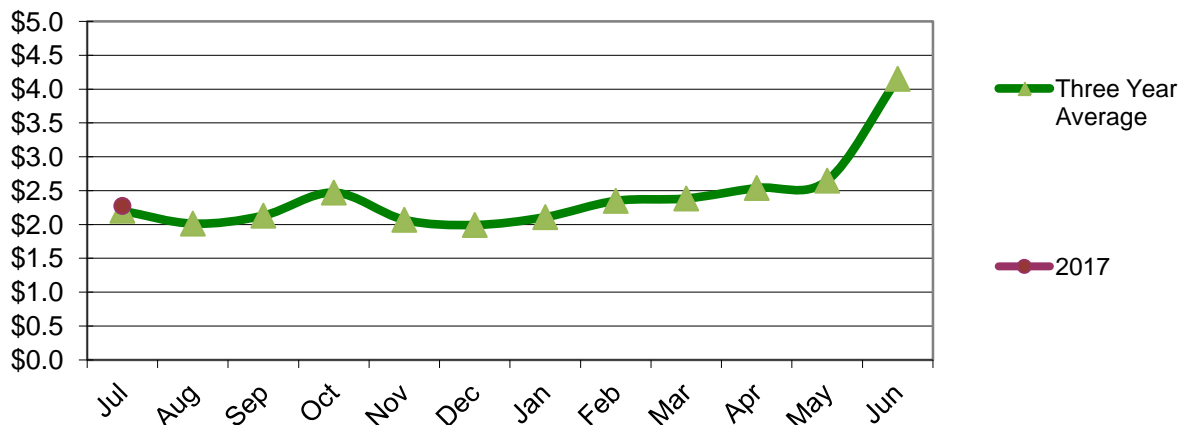
OCC Program Revenues by Month

Shown in Millions



OCC Program Expense by Month

Shown in Millions



Portland's Centers for the Arts

Portland's July revenues are 12% below the three-year historical average and 20% below budget projections. Portland's hosted 9 (-21%) fewer performances, and 11,000 (-38%) fewer attendees compared to the prior year. July performances and attendance are (-26%) and (-52%) respectively below the three-year historical monthly average. July expenses are 9% above the prior year, 15% below budget projections, and 26% above the three-year historical monthly average. Portland's food and beverage margin is 4%.

*Financial three-year historical averages include FY 2013-15, excluding FY 2015-16.

Highest Grossing Events

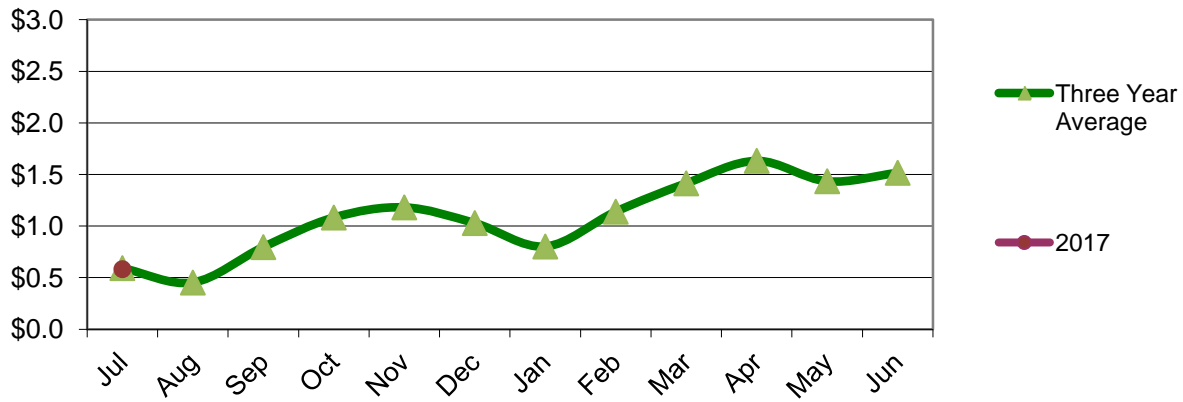
Event	Gross Event Revenue	% of July Event Revenue
The Lion King**	\$62,237	15%
Alice in Chains	61,265	12%
Steve Martin & Martin Short	52,422	10%
Eugene Onegin	48,957	9%
All other Events	293,904	57%
Total	\$518,874	100%

*Note: revenue reported in this section reflects event receipts in month only and not total gross event revenue.

**The majority of Lion King Performances took place in August.

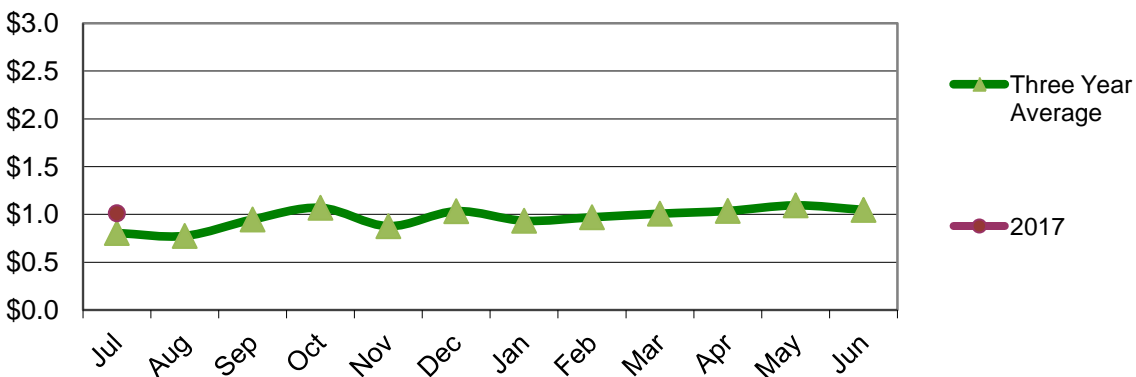
PSCA Program Revenue by Month

Shown in Millions



PSCA Program Expense by Month

Shown in Millions



Portland Expo Center

Expo's July revenues are 1% below the prior year, 2% below the three-year historical average, and 9% below budget projections. Expo hosted 2 (25%) fewer events and 5,200 (21%) fewer attendees in July than the prior year, one event moved to a different month and the other switches between the Expo Center and OCC. Attendance figures were lower in July due to continuing decline of gun shows at Expo - attendance closed 18% and 13% respectively below the three-year historical monthly average. Expo's July expenses are 4% above the prior year, 1% below the three-year historical average, and 9% below budget projections. Expo's food & beverage margin is -1%.

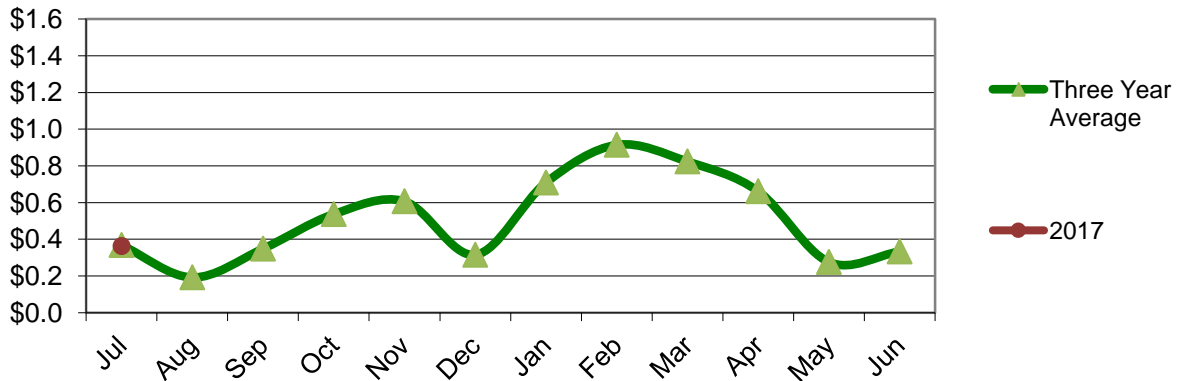
Highest Grossing Events

Event	Gross Event Revenue	% of July Event Revenue
America's Largest Antique & Collectable Show	\$160,628	50%
Portland Kennel Club Dog Show	89,743	28%
Collector's West Gun & Knife Show	22,811	7%
Mecum Auto Auction	19,818	6%
All other Events	25,711	8%
Total	\$318,711	100%

*Note: revenue reported in this section reflects event receipts in month only and not total gross event revenue.

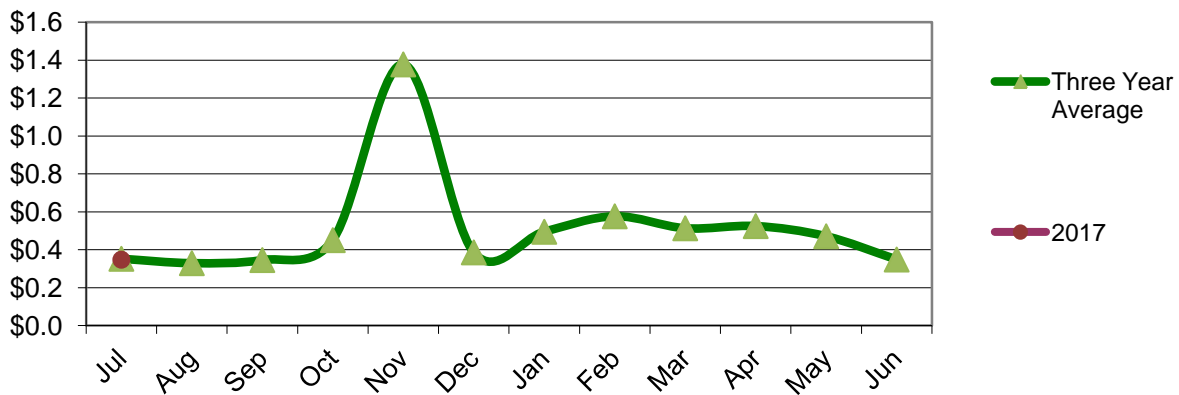
Expo Program Revenue by Month

Shown in Millions



Expo Program Expense by Month

Shown in Millions



MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

All Departments

July 2016

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actual	Prior Year to Date Actual	Current Year Budget	% of Prior Year	% of Annual Budget
Operations							
Charges for Services	1,221,999	1,595,899	1,221,999	1,595,899	25,283,884	76.57%	4.83%
Contributions from Governments	-	-	-	-	871,029	0.00%	0.00%
Contributions from Private Sources	-	-	-	-	13,000	0.00%	0.00%
Enhanced Marketing VDF	-	-	-	-	486,118	0.00%	0.00%
Food and Beverage Revenue	1,129,468	2,209,910	1,129,468	2,209,910	17,248,329	51.11%	6.55%
Grants	-	-	-	-	55,000	0.00%	0.00%
Interest Earnings	(10,969)	35,175	(10,969)	35,175	171,000	-31.18%	-6.41%
Lodging Tax	-	-	-	-	11,964,317	0.00%	0.00%
Miscellaneous Revenue	1,348	12,513	1,348	12,513	103,440	10.77%	1.30%
Transfers-R	23,333	-	23,333	-	280,000	0.00%	8.33%
Visitor Development Fund Alloc	-	-	-	-	6,468,315	0.00%	0.00%
Total Revenues	2,365,178	3,853,498	2,365,178	3,853,498	62,944,432	61.38%	3.76%
Food & Beverage Services	932,182	1,430,291	932,182	1,430,291	13,985,429	65.17%	6.67%
Materials and Services	835,513	656,314	835,513	656,314	17,300,339	127.30%	4.83%
Personnel Services	1,462,375	1,466,847	1,462,375	1,466,847	20,310,932	99.70%	7.20%
Transfers-E	482,510	482,004	482,510	482,004	9,797,330	100.10%	4.92%
Visitor Development Marketing	-	-	-	-	486,118	0.00%	0.00%
Total Expenditures	3,712,579	4,035,456	3,712,579	4,035,456	61,880,148	92.00%	6.00%
Net Operations	(1,347,401)	(181,958)	(1,347,401)	(181,958)	1,064,284		
Capital							
Contributions from Private Sources	-	-	-	-	637,501	0.00%	0.00%
Grants	-	5,275	-	5,275	-	0.00%	0.00%
Transfers-R	26,667	-	26,667	-	320,000	0.00%	8.33%
Total Revenues	26,667	5,275	26,667	5,275	957,501	505.54%	2.79%
Capital Outlay	(11,316)	1,001	(11,316)	1,001	14,418,744	-1131.03%	-0.08%
Materials and Services	-	-	-	-	46,000	0.00%	0.00%
Total Expenditures	(11,316)	1,001	(11,316)	1,001	14,464,744	-1131.03%	-0.08%
Net Capital	37,983	4,274	37,983	4,274	(13,507,243)		
12 Month Fund Balance Increase	(1,309,418)	(177,684)	(1,309,418)	(177,684)	(12,442,959)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Convention Center Operating Fund

July 2016

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
Operations							
Charges for Services	477,072	824,636	477,072	824,636	10,764,464	57.9%	4.4%
Enhanced Marketing VDF	-	-	-	-	486,118	0.0%	0.0%
Food and Beverage Revenue	914,415	1,940,944	914,415	1,940,944	12,000,000	47.1%	7.6%
Interest Earnings	(4,258)	15,764	(4,258)	15,764	75,000	-27.0%	-5.7%
Lodging Tax	-	-	-	-	10,593,288	0.0%	0.0%
Miscellaneous Revenue	(625)	8,675	(625)	8,675	17,000	-7.2%	-3.7%
Transfers-R	(67,396)	(58,987)	(67,396)	(58,987)	(808,751)	114.3%	8.3%
Visitor Development Fund Alloc	-	-	-	-	5,771,546	0.0%	0.0%
Total Revenues	1,319,208	2,731,031	1,319,208	2,731,031	38,898,665	48.3%	3.4%
Food & Beverage Services	720,445	1,192,380	720,445	1,192,380	9,762,922	60.4%	7.4%
Materials and Services	487,966	395,941	487,966	395,941	10,167,186	123.2%	4.8%
Personnel Services	799,292	821,594	799,292	821,594	10,892,021	97.3%	7.3%
Transfers-E	266,205	287,255	266,205	287,255	6,790,481	92.7%	3.9%
Visitor Development Marketing	-	-	-	-	486,118	0.0%	0.0%
Total Expenditures	2,273,908	2,697,171	2,273,908	2,697,171	38,098,728	84.3%	6.0%
Net Operations	(954,701)	33,861	(954,701)	33,861	799,937		
Capital							
Contributions from Private Sources	-	-	-	-	398,438	0.0%	0.0%
Transfers-R	26,667	-	26,667	-	1,695,000	0.0%	1.6%
Total Revenues	26,667	-	26,667	-	2,093,438	0.0%	1.3%
Capital Outlay	(32,063)	-	(32,063)	-	6,913,959	0.0%	-0.5%
Total Expenditures	(32,063)	-	(32,063)	-	6,913,959	0.0%	-0.5%
Net Capital	58,730	-	58,730	-	(4,820,521)		
12 Month Fund Balance Increase	(895,970)	33,861	(895,970)	33,861	(4,020,584)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Portland's Centers for the Arts Fund

July 2016

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
Operations							
Charges for Services	507,837	525,578	507,837	525,578	10,351,965	96.6%	4.9%
Contributions from Governments	-	-	-	-	871,029	0.0%	0.0%
Contributions from Private Sources	-	-	-	-	13,000	0.0%	0.0%
Food and Beverage Revenue	114,918	144,047	114,918	144,047	3,252,119	79.8%	3.5%
Grants	-	-	-	-	55,000	0.0%	0.0%
Interest Earnings	(3,917)	13,008	(3,917)	13,008	60,000	-30.1%	-6.5%
Lodging Tax	-	-	-	-	1,371,029	0.0%	0.0%
Miscellaneous Revenue	(703)	3,124	(703)	3,124	61,590	-22.5%	-1.1%
Transfers-R	(36,852)	(35,701)	(36,852)	(35,701)	(442,226)	103.2%	8.3%
Visitor Development Fund Alloc	-	-	-	-	696,769	0.0%	0.0%
Total Revenues	581,283	650,056	581,283	650,056	16,290,275	89.4%	3.6%
Food & Beverage Services	110,554	133,093	110,554	133,093	2,520,826	83.1%	4.4%
Materials and Services	301,719	241,507	301,719	241,507	5,126,153	124.9%	5.9%
Personnel Services	464,167	428,929	464,167	428,929	6,786,405	108.2%	6.8%
Transfers-E	134,933	120,254	134,933	120,254	1,256,191	112.2%	10.7%
Total Expenditures	1,011,373	923,782	1,011,373	923,782	15,689,575	109.5%	6.4%
Net Operations	(430,090)	(273,727)	(430,090)	(273,727)	600,700		
Capital							
Contributions from Private Sources	-	-	-	-	95,625	0.0%	0.0%
Grants	-	5,275	-	5,275	-	0.0%	0.0%
Total Revenues	-	5,275	-	5,275	95,625	0.0%	0.0%
Capital Outlay	20,389	1,001	20,389	1,001	5,229,405	2037.9%	0.4%
Total Expenditures	20,389	1,001	20,389	1,001	5,229,405	2037.9%	0.4%
Net Capital	(20,389)	4,274	(20,389)	4,274	(5,133,780)		
12 Month Fund Balance Increase	(450,479)	(269,452)	(450,479)	(269,452)	(4,533,080)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Expo Fund

July 2016

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
Operations							
Charges for Services	237,090	245,686	237,090	245,686	4,167,455	96.5%	5.7%
Food and Beverage Revenue	100,135	124,920	100,135	124,920	1,996,210	80.2%	5.0%
Interest Earnings	(789)	3,275	(789)	3,275	18,000	-24.1%	-4.4%
Miscellaneous Revenue	2,676	714	2,676	714	24,850	374.8%	10.8%
Transfers-R	23,333	(10,278)	23,333	(10,278)	280,000	-227.0%	8.3%
Total Revenues	362,445	364,316	362,445	364,316	6,486,515	99.5%	5.6%
Food & Beverage Services	101,183	104,818	101,183	104,818	1,701,681	96.5%	5.9%
Materials and Services	32,290	8,853	32,290	8,853	1,468,915	364.7%	2.2%
Personnel Services	137,727	143,588	137,727	143,588	1,765,261	95.9%	7.8%
Transfers-E	76,197	74,495	76,197	74,495	1,734,308	102.3%	4.4%
Total Expenditures	347,397	331,754	347,397	331,754	6,670,165	104.7%	5.2%
Net Operations	15,048	32,562	15,048	32,562	(183,650)		
Capital							
Contributions from Private Sources	-	-	-	-	143,438	0.0%	0.0%
Transfers-R	-	-	-	-	1,016,740	0.0%	0.0%
Total Revenues	-	-	-	-	1,160,178	0.0%	0.0%
Capital Outlay	358	-	358	-	2,025,380	0.0%	0.0%
Materials and Services	-	-	-	-	46,000	0.0%	0.0%
Total Expenditures	358	-	358	-	2,071,380	0.0%	0.0%
Net Capital	(358)	-	(358)	-	(911,202)		
12 Month Fund Balance Increase	14,690	32,562	14,690	32,562	(1,094,852)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

MERC Admin Sub Fund

July 2016

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
Operations							
Interest Earnings	(2,005)	3,128	(2,005)	3,128	18,000	-64.1%	-11.1%
Transfers-R	104,248	104,966	104,248	104,966	1,250,977	99.3%	8.3%
Total Revenues	102,243	108,094	102,243	108,094	1,268,977	94.6%	8.1%
Materials and Services	13,538	10,013	13,538	10,013	538,085	135.2%	2.5%
Personnel Services	61,188	72,736	61,188	72,736	867,245	84.1%	7.1%
Transfers-E	5,175	-	5,175	-	16,350	0.0%	31.7%
Total Expenditures	79,901	82,749	79,901	82,749	1,421,680	96.6%	5.6%
Net Operations	22,341	25,346	22,341	25,346	(152,703)		
Capital							
Transfers-R	-	-	-	-	(2,391,740)	0.0%	0.0%
Total Revenues	-	-	-	-	(2,391,740)	0.0%	0.0%
Capital Outlay	-	-	-	-	250,000	0.0%	0.0%
Total Expenditures	-	-	-	-	250,000	0.0%	0.0%
Net Capital	-	-	-	-	(2,641,740)		
12 Month Fund Balance Increase	22,341	25,346	22,341	25,346	(2,794,443)		

MERC Food and Beverage Margins

July 2016

	Current Month Actual	Prior Year Month Actual	Current Year to Date	Prior Year to Date Actual	Annual Budget		
Convention Center Operating Fund							
Food and Beverage Revenue	914,415	1,940,944	914,415	1,940,944	12,000,000		
Food & Beverage Services	720,445	1,192,380	720,445	1,192,380	9,762,922		
Food and Beverage Gross Margin	193,970	748,564	193,970	748,564	2,237,078		
Food and Beverage Gross Margin %	21.21%	38.57%	21.21%	38.57%	18.64%		
Portland'5 Centers for the Arts Fund							
Food and Beverage Revenue	114,918	144,047	114,918	144,047	3,252,119		
Food & Beverage Services	110,554	133,093	110,554	133,093	2,520,826		
Food and Beverage Gross Margin	4,364	10,954	4,364	10,954	731,293		
Food and Beverage Gross Margin %	3.80%	7.60%	3.80%	7.60%	22.49%		
Expo Fund							
Food and Beverage Revenue	100,135	124,920	100,135	124,920	1,996,210		
Food & Beverage Services	101,183	104,818	101,183	104,818	1,701,681		
Food and Beverage Gross Margin	(1,048)	20,102	(1,048)	20,102	294,529		
Food and Beverage Gross Margin %	-1.05%	16.09%	-1.05%	16.09%	14.75%		
MERC Fund Total							
Food and Beverage Revenue	1,129,468	2,209,910	1,129,468	2,209,910	17,248,329	(1,080,442)	-48.89%
Food & Beverage Services	932,182	1,430,291	932,182	1,430,291	13,985,429	(498,109)	-34.83%
Food and Beverage Gross Margin	197,286	779,619	197,286	779,619	3,262,900	(582,333)	-74.69%
Food and Beverage Gross Margin %	17.47%	35.28%	17.47%	35.28%	18.92%		

MERC Visitor Venues
Events-Performances-Attendance
FY 2016-17

OCC	July 2014		July 2015		July 2016		Net Change from Prior Year		July 2016	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Tradeshows/Conventions	4	7,765	4	12,210	3	2,247	(1)	(9,963)	716,992	53%
Consumer Public Shows	6	6,856	4	2,923	2	3,504	(2)	581	66,402	5%
Miscellaneous							-	-		0%
Miscellaneous -In-House	5	192	13	334	13	220	-	(114)	3,306	0%
Meetings	2	370	11	2,087	11	6,951	-	4,864	72,093	5%
Catering	1	4,589	6	5,315	2	15,625	(4)	10,310	491,934	36%
Totals	18	19,772	38	22,869	31	28,547	(7)	5,678	\$ 1,350,727	100%

Expo Center	July 2014		July 2015		July 2016		Net Change from Prior Year		July 2016	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Consumer Public Shows	3	17,768	3	18,582	3	19,341	-	759	295,616	93%
<i>Cirque Du Soleil</i>	-	-	-	-	-	-	-	-		0%
Miscellaneous	3	4,115	2	4,520	2	37	-	(4,483)	12,155	4%
Meetings	1	25	1	26	1	18	-	(8)	10,746	3%
Catering	1	52	1	37	-	-	(1)	(37)		0%
Tradeshows/Conventions	-	-	1	1,483	-	-	(1)	(1,483)	194	0%
Totals	8	21,960	8	24,648	6	19,396	(2)	(5,252)	\$ 318,711	100%
Totals w/Cirque du Soleil	8	21,960	8	24,648	6	19,396	(2)	(5,252)	\$ 318,711	100%

Portland '5	July 2014		July 2015		July 2016		Net Change from Prior Year		July 2016	
	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Revenue	% of Rev.
Commercial (Non-Broadway)	10	15,321	13	22,791	7	9,607	(6)	(13,184)	343,678	66%
Broadway	17	46,603	-	-	-	-	-	-	67,461	13%
Resident Company	1	1,550	7	3,429	13	6,150	6	2,721	77,593	15%
Non-Profit	4	1,510	-	-	2	172	2	172	9,686	2%
Promoted/Co-Promoted			4	1,955	9	3,111	5	1,156	17,994	3%
Student	16	2,210	17	2,541	1	100	(16)	(2,441)	2,456	0%
Miscellaneous	5	2,497	1	43	1	58	-	15	6	0%
Totals	53	69,691	42	30,759	33	19,198	(9)	(11,561)	\$ 518,874	100%

MERC Statement of Fund Balances and Reserves

July 2016

	FY 2017 Through July	FY 2016 Through July	FY 2016 Through June	FY 2017 Annual Budget
<u>Oregon Convention Center</u>				
Beginning Fund Balance	21,994,692	18,574,045	18,574,045	18,513,545
Fund Balance Inc (Dec)	(895,970)	33,861	3,420,647	(4,020,584)
Ending Fund Balance	21,098,722	18,607,906	21,994,692	14,492,961
<i>Contingency - Operating</i>				1,500,000
<i>Contingency - New Capital-Business Strategy</i>				1,821,308
<i>Contingency - Renewal & Replacement</i>				11,171,653
Ending Fund Balance				14,492,961
<u>Portland'5 Centers for the Arts</u>				
Beginning Fund Balance	13,237,545	10,622,451	10,622,451	11,348,488
Fund Balance Inc (Dec)	(450,479)	(269,452)	2,615,094	(4,533,080)
Ending Fund Balance	12,787,066	10,352,999	13,237,545	6,815,408
<i>Contingency - Operating</i>				600,000
<i>Contingency - New Capital-Business Strategy</i>				2,004,255
<i>Contingency - Renewal & Replacement</i>				4,211,153
Ending Fund Balance				6,815,408
<u>Expo</u>				
Beginning Fund Balance	2,869,087	3,167,865	3,167,865	2,798,742
Fund Balance Inc (Dec)	14,690	32,562	(298,778)	(1,094,852)
Ending Fund Balance	2,883,777	3,200,427	2,869,087	1,703,890
<i>Contingency - Operating</i>				350,000
<i>Contingency - New Capital-Business Strategy</i>				1,353,890
<i>Contingency - Renewal & Replacement</i>				-
Ending Fund Balance				1,703,890
<u>MERC Administration</u>				
Beginning Fund Balance	11,078,156	8,001,482	8,001,481	8,188,922
Fund Balance Inc (Dec)	22,341	25,346	3,076,675	(2,794,443)
Ending Fund Balance	11,100,497	8,026,828	11,078,156	5,394,479
<i>Contingency - Operating</i>				65,000
<i>Contingency - Renewal & Replacement</i>				1,576,837
<i>Contingency - TLT Pooled Capital</i>				3,752,642
Ending Fund Balance				5,394,479
<u>MERC Fund</u>				
Beginning Fund Balance	49,179,480	40,365,843	40,365,842	40,849,697
Fund Balance Inc (Dec)	(1,309,417)	(177,684)	8,813,638	(12,442,959)
Ending Fund Balance	47,870,063	40,188,159	49,179,480	28,406,738

**Materials following this page are
attachments to the public record.**

September

AS OF: 9/8/2016 12:01

		Tentative calendar for the month of				Tentative calendar for the month of		
		SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
ASCH						1	2	3
KA						Broadway Across America The Lion King 7:30pm	Broadway Across America The Lion King 7:30pm	Broadway Across America The Lion King 2:00pm and 7:30pm
NMK								
WIN								
AHH								
OCC	EXPO						Grupo Laberinto	
ASCH		4	5	6	7	8	9	10
KA		Broadway Across America The Lion King 1:00pm and 6:30pm			OSO Presentation Shanghai Acrobats 7:30pm			OSO Special Renee Fleming 7:30pm
NMK								Rocklands Entertainment Red Green 7:00pm
WIN							PICA TBA Festival 15 Songs From My Shows 8:30pm	PICA TBA Festival Faithful Disco/Songs 6:30pm and 8:30pm
AHH					Summer Arts 11:00am Noontime Showcase VanPort Jazz 12:00pm Music on Main Pepe & The Bottle Blondes 5:00pm			
OCC	EXPO	La Femme Magnifique					Comic Con	Comic Con
ASCH		11	12	13	14	15	16	17
KA				OSO Special Boyz II Men 7:30pm				OSO Special The Legend of Zelda 7:30pm
NMK		Double Tee Joey Alexander 7:30pm						
WIN		PICA TBA Festival New Faithful Disco 6:30pm					PICA TBA Festival Leila's Death 6:30pm	PICA TBA Festival Leila's Death 6:30pm
AHH								Portland'5 Ctrs for the Arts Latino Art Workshop & Reception 2:00pm Rotunda Lobby
OCC	EXPO	Comic Con Rose City Gun/Knife	ION GNSS	ION GNSS	ION GNSS	ION GNSS Just Between Friends Fall RV & Van Show	Just Between Friends Fall RV & Van Show	Parkinson Congress Just Between Friends Fall RV & Van Show
ASCH		18	19	20	21	22	23	24
KA			Seattle Theatre Group Neil deGrasse Tyson 7:30pm	Seattle Theatre Group Neil deGrasse Tyson 7:30pm	Goldenvoice LLC Sigur Ros 8:30pm	Live Nation Wanda Sykes 7:30pm		OSO Classical #1 Bluebeard's Castle 7:30pm
NMK					KP Saward Lecture Sonia Shah 7:30pm			Goodsmack Productions Whose Live Anyway? 8:00pm
WIN							Domestic Violence Dialogue Conversation w/Denise Brown 6:30pm	Christopher Mitchell Chris Mitchell 8:00pm
AHH								
OCC	EXPO	OR Health Care Signature Equipo Vision Just Between Friends Fall RV & Van Show	OR Health Care Parkinson Congress	OR Health Care Parkinson Congress	Parkinson Congress Multifamily Tradeshow NW Quilt Expo	Parkinson Congress Multifamily Tradeshow NW Quilt Expo	Parkinson Congress NW Quilt Expo	Wonderball NW Quilt Expo
ASCH		25	26	27	28	29	30	
KA		OSO Classical #1 Bluebeard's Castle 7:30pm	OSO Classical #1 Bluebeard's Castle 7:30pm		WME Entertainment The Together Tour 6:30pm	OSO Special Music of David Bowie 7:30pm	Live Nation Trevor Noah 7:30pm	
NMK		Portland'5 Presents Trump Card by Mike Daisey 7:30pm				AEG Live Bianco Del Rio 8:00pm	Portland'5 Presents Nat'l Geo Kobie Boykins 11:00am and 7:30pm	
WIN		Educate Ya Modela Miss Int'l Queen Look 6:00pm		Portland'5 All Staff Meeting 6:00pm			Portland'5 Presents Bebel Gilberto 7:30pm	
AHH						Stumptown Stages Jekyll & Hyde 7:30pm BT	Stumptown Stages Jekyll & Hyde 7:30pm BT	
OCC	EXPO					Deepak Chopra	GWCO	
				Timber Processing Expo	Timber Processing Expo	Timber Processing Expo	Timber Processing Expo	

NOTE: ALL LISTED EVENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE

ASCH = Arlene Schnitzer Concert Hall KA = Keller Auditorium NMK = Newmark Theatre WIN = Dolores Winningstad Theatre AHH = Antoinette Hatfield Hall BT = Brunish Theatre

OCTOBER

AS OF: 9/8/2016 12:01

		Tentative calendar for the month of					Tentative calendar for the month of	
		SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
ASCH		OSO Classical #4 30 Barber's Concerto 7:30pm	OSO Classical #4 31 Barber's Concerto 7:30pm					AEG Live Lindsey Stirling 8:00pm
KA								
NMK		OCT Goosebumps 11:00am and 2:00pm						Chamber Music NW Emerson String Quartet 7:30pm
WIN								Larry Jungwirth Jim Greeninger 8:00pm
AHH								Stumptown Stages Jekyll & Hyde 2:00pm and 7:30pm Brunish Theatre
OCC	EXPO	Taekwondo Pres Cup Kumoricon/Body Mind Spirit Antique/Collect. Show						GWCO Wedding Showcase Gluten Free Expo
ASCH				OSO Special Pokemon Go 7:30pm			True West Brian Wilson 8:00pm	OSO Classical #2 8 Rachmaninoff 7:30pm
KA							OBT Giants 7:00pm Open Rehearsal	OBT Giants 7:30pm
NMK						White Bird Diavolo 7:30pm	White Bird Diavolo 7:30pm	White Bird Diavolo 7:30pm
WIN								Portland'5 Presents Akropolis Reed Quartet 7:30pm
AHH		Stumptown Stages Jekyll & Hyde 2:00pm Brunish Theatre				Stumptown Stages Jekyll & Hyde 7:30pm Brunish Theatre	Stumptown Stages Jekyll & Hyde 7:30pm Brunish Theatre	Stumptown Stages Jekyll & Hyde 2:00pm and 7:30pm Brunish Theatre
OCC	EXPO	GWCO Wedding Showcase Gluten Free Expo	Beta Alpha Psi	Urban League		Home & Garden Expo	Tattoo Expo Home & Garden Expo	Tattoo Expo Home & Garden Expo
ASCH		OSO Classical #2 9 Rachmaninoff 2:00pm	OSO Classical #2 10 Rachmaninoff 7:30pm		OSO Presentation 11 Jazz w/Wynton Marsalis 7:30pm	True West 12 Glass Animals 8:00pm	Live Nation 13 Game Grumps 8:00pm	OSO Pops #1 14 Jason Alexander 7:30pm
KA		OBT Giants 2:00pm				OBT Giants 12:00pm and 7:30pm	OBT Giants 7:30pm	OBT Giants 7:30pm
NMK		Portland'5 Presents Simply Three 7:30pm	La Jolla Booking Agency In My Life - A Musical Tribute to the Beatles 7:30pm			White Bird Camille A. Brown/Dancers 7:30pm	White Bird Camille A. Brown/Dancers 7:30pm	White Bird Camille A. Brown/Dancers 7:30pm
WIN				OHSU Foundation Tanabe Lecture 7:00pm			Portland'5 Presents Bway's Next Hit Musical 7:30pm	Portland'5 Presents Bway's Next Hit Musical 2:00pm and 7:30pm
AHH		Stumptown Stages Jekyll & Hyde 2:00pm Brunish Theatre				Stumptown Stages Jekyll & Hyde 7:30pm Brunish Theatre	Stumptown Stages Jekyll & Hyde 7:30pm Brunish Theatre	Stumptown Stages Jekyll & Hyde 2:00pm and 7:30pm Brunish Theatre
OCC	EXPO	Tattoo Expo Home & Garden Expo		Viewpoint	Viewpoint	Viewpoint	NBM Two-Day Show Cash and Carry Show Friendship Taekwondo Beer & Cider Fest	NBM 2-Day Show/Travel Fest Cash & Carry/Taekwondo Beer & Cider Fest CW Gun Show/Pet Expo
ASCH		OSO Pops #1 16 Jason Alexander 3:00pm		OSO Presentation 17 Itzhak Perlman 7:30pm		PAL 19 Louise Erdrich 7:30pm	Warren Miller 20 Warren Miller 7:30pm	OSO Classical #3 22 Colin Currie 7:30pm
KA				Monqui Ringo Starr 8:00pm		True West Norah Jones 7:30pm		Double Tee Alice Cooper 8:00pm
NMK							OCT Goosebumps 7:00pm Open Rehearsal	OCT Goosebumps 2:00pm and 5:00pm
WIN								
AHH		Stumptown Stages Jekyll & Hyde 2:00pm Brunish Theatre						
OCC	EXPO	Cash & Carry/Travel Fest Beer & Cider Fest CW Gun Show/Pet Expo	Aerosol Research	Aerosol Research	Aerosol Research	Aerosol Research Statesman Dinner	Retro Gaming Beer & Cider Fest	Retro Gaming VegFest/College Fair Beer & Cider Fest
ASCH		OSO Classical #3 23 Colin Currie 2:00pm	OSO Classical #3 24 Colin Currie 7:30pm		OSO Presentation 25 Tony Bennett 7:30pm		Portland'5 Presents 27 Mariachi Vargas 8:00pm	OSO Classical #4 29 Barber's Concerto 7:30pm
KA				Double Tee Pet Shop Boys 8:00pm		True West Jethro Tull 8:00pm		
NMK		OCT Goosebumps 11:00am and 2:00pm			OCT Goosebumps 9:45am and 11:45am Two shows, one call time P'5 Presents Nat'l Geo Lynesey Addario 7:30pm	OCT Goosebumps 9:45am and 11:45am Two shows, one call time	OCT Goosebumps 9:45am and 11:45am Two shows, one call time P'5 Presents Edgar Meyer & Dover Quartet 7:30pm	OCT Goosebumps 2:00pm and 5:00pm
WIN							Emery Entertainment Men are from Mars, Women are from Venus 8:00pm	Emery Entertainment Men are from Mars, Women are from Venus 4:00pm and 8:00pm
AHH								
OCC	EXPO	Retro Gaming VegFest/College Fair Beer & Cider Fest Preparedness Expo	College Fair				Taekwondo Pres Cup Kumoricon	Taekwondo Pres Cup Kumoricon Body Mind Spirit Antique/Collect. Show

NOTE: ALL LISTED EVENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE

ASCH = Arlene Schnitzer Concert Hall KA = Keller Auditorium NMK = Newmark Theatre WIN = Dolores Winningstad Theatre AHH = Antoinette Hatfield Hall BT = Brunish Theatre

PDX

DRIVE-IN
MOVIE
SPECTACULAR

PDX

DRIVE-IN MOVIE SPECTACULAR



GATES OPEN AT 6:30 P.M.
SHOWS START AT DUSK!

LIVE MUSIC · FOOD CARTS
CAR CLUBS · BEER GARDEN

Drive-in movies return to Portland! Come to the Expo Center to relive the fun!

WEDNESDAY - AUG. 24	THE GROOVE ♪	THURSDAY - AUG. 25	BIG YELLOW TAXI ♪	FRIDAY - AUG. 26	PEASANT REVOLUTION BAND ♪
TWISTER	PSYCHO	CLOSE ENCOUNTERS OF THE THIRD KIND			
SATURDAY - AUG. 27	LOVE YOU ORCHESTRA ♪	SUNDAY - AUG. 28	THE TOUCHABLES ♪	GET YOUR TICKETS NOW! expodrive-in.com	
SMOKEY AND THE BANDIT	THE BIG LEBOWSKI				

Presale tickets for cars are available online and are \$15.00 (plus service charge) for carloads up to six people. Tickets day-of-event are \$15 per carload. Those walking, riding their bicycles or taking MAX, the entry fee is \$5 per person or \$15 for parties of 3 or more.

THANKS TO OUR SPONSORS:



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Non-profit partner
Help Paint Paul
www.paintpaulpdx.org
www.expodrive-in.com





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TWISTER

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Experience it at
the Expo Drive-in
Wed. Aug. 24

Live Music before show
The Groove

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*JB Instant Lawn
and Nursery*





Special Thanks!



Expo Staff and Friends

We couldn't do all of this without you!



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MOVIE
SPECTACULAR**

The 2016 PDX Drive-In Spectacular spanned 5 days, showcased 5 feature films, 5 local bands and classic cartoons that drove a 6% increase in ticket sales revenue over prior year. This also generated an \$8.40 per cap in F&B sales. The event was a community success.

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www.expodrive-in.com



*At the
Drive-in!*



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At the Drive-in!





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MOVIE
SPECTACULAR**

**CLOSE ENCOUNTERS
OF THE THIRD KIND**

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Experience it at
the Expo Drive-in
Friday, Aug. 26

Live Music before show
Peasant Revolution Band

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Special Thanks!

MERC Commission — Elisa Dozono,
Terry Goldman, Damien Hall,
Judie Hammerstad, Deidra Krys-Rusoff,
Ray Leary, Karis Stoudamire-Phillips



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EXPO CENTER



See you next
year at the



Thank you for your support!

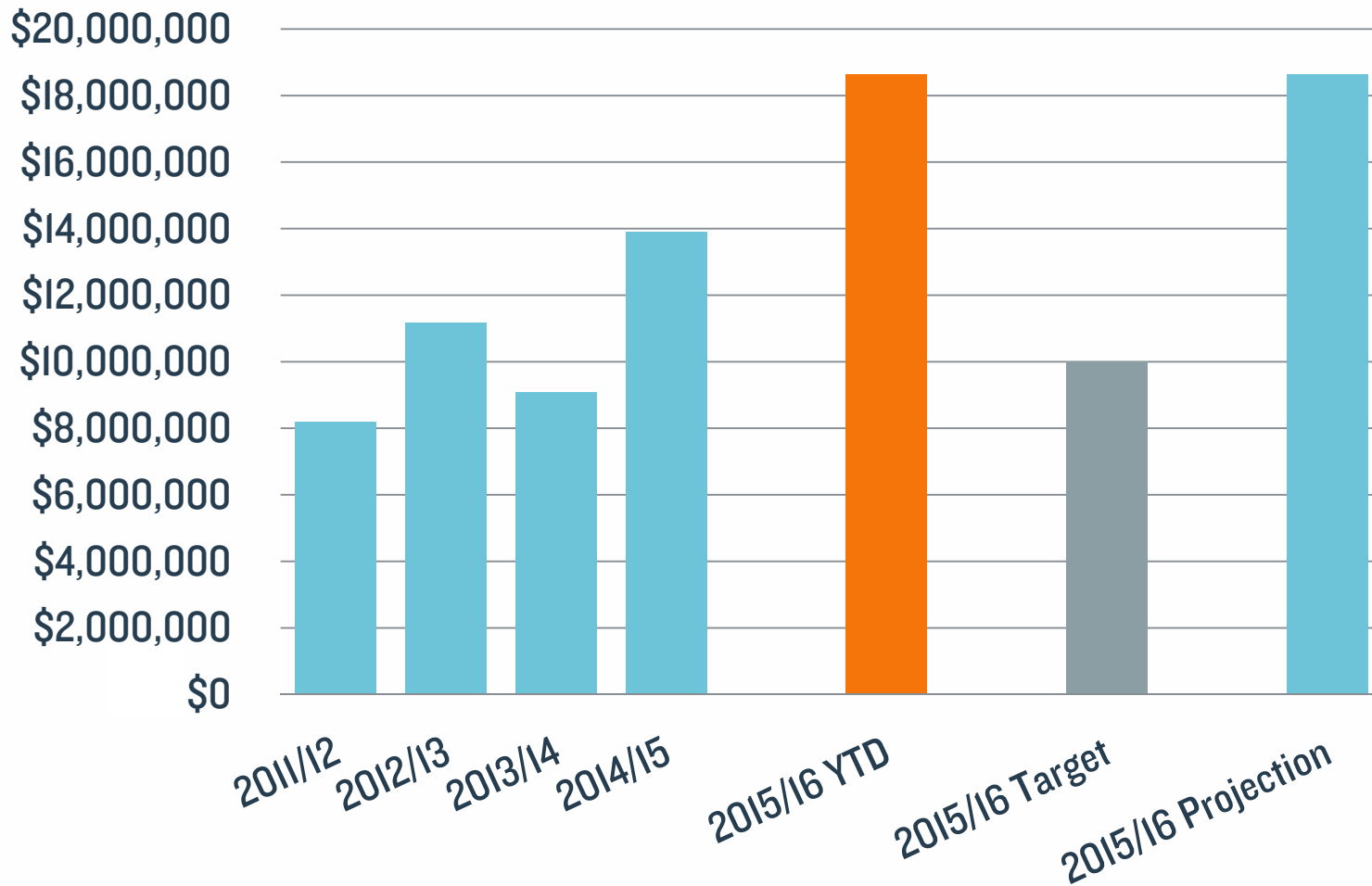
SEPTEMBER 7, 2016



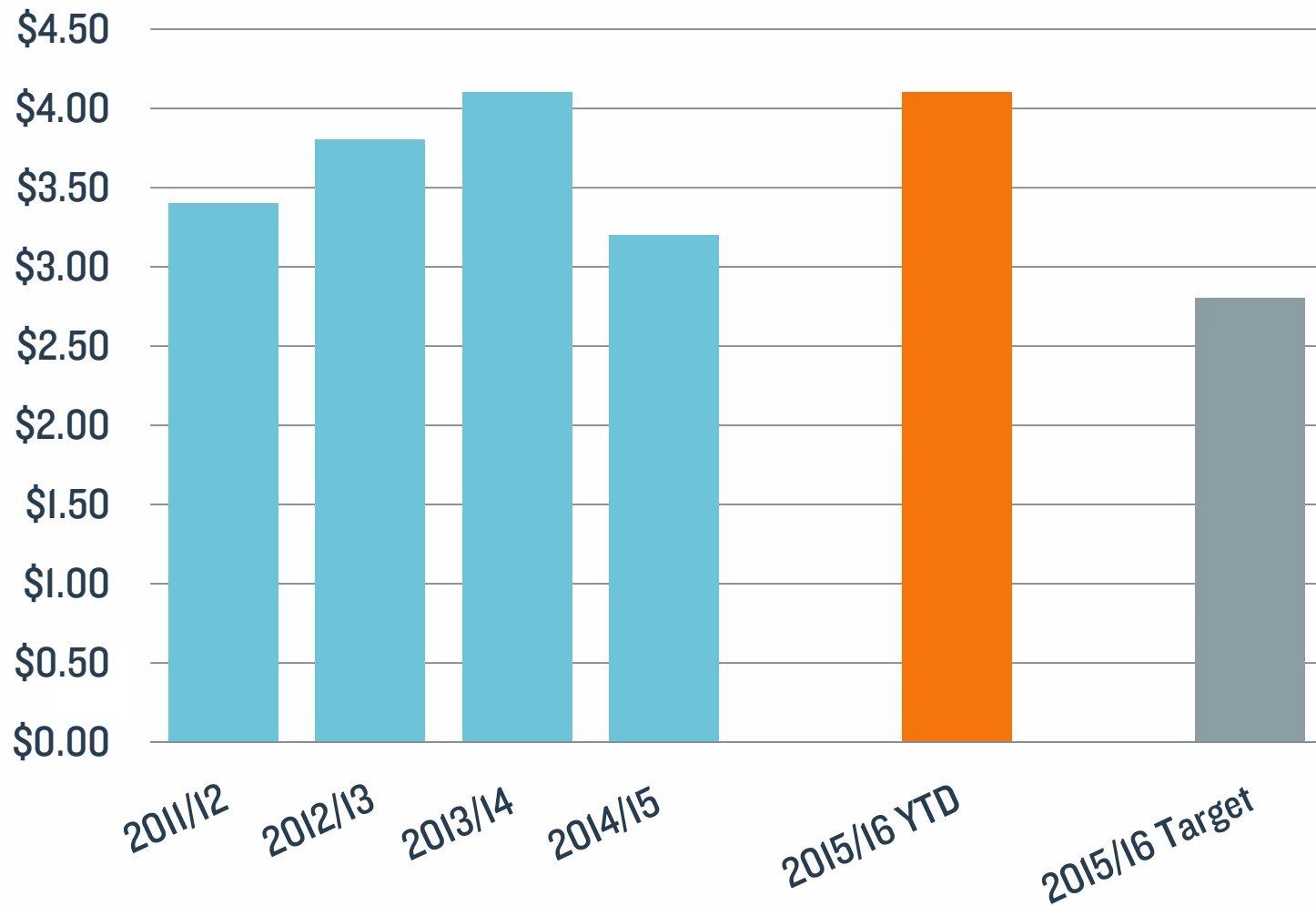
travel
PORTLAND

4th QUARTER 2015-16 REPORT

ACTUAL OCC REVENUE REALIZED-CURRENT



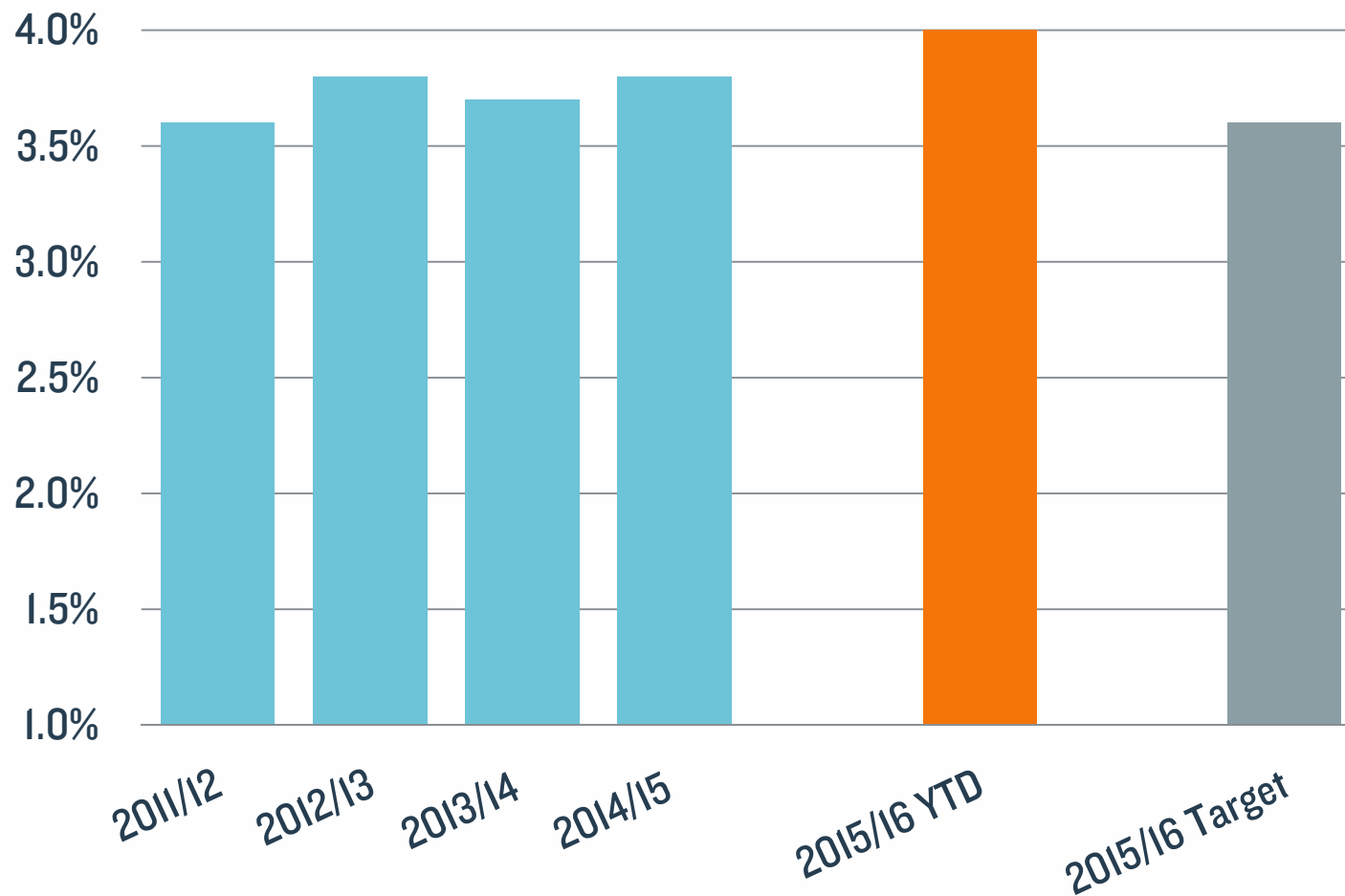
ROI ON FUTURE OCC REVENUE GENERATED



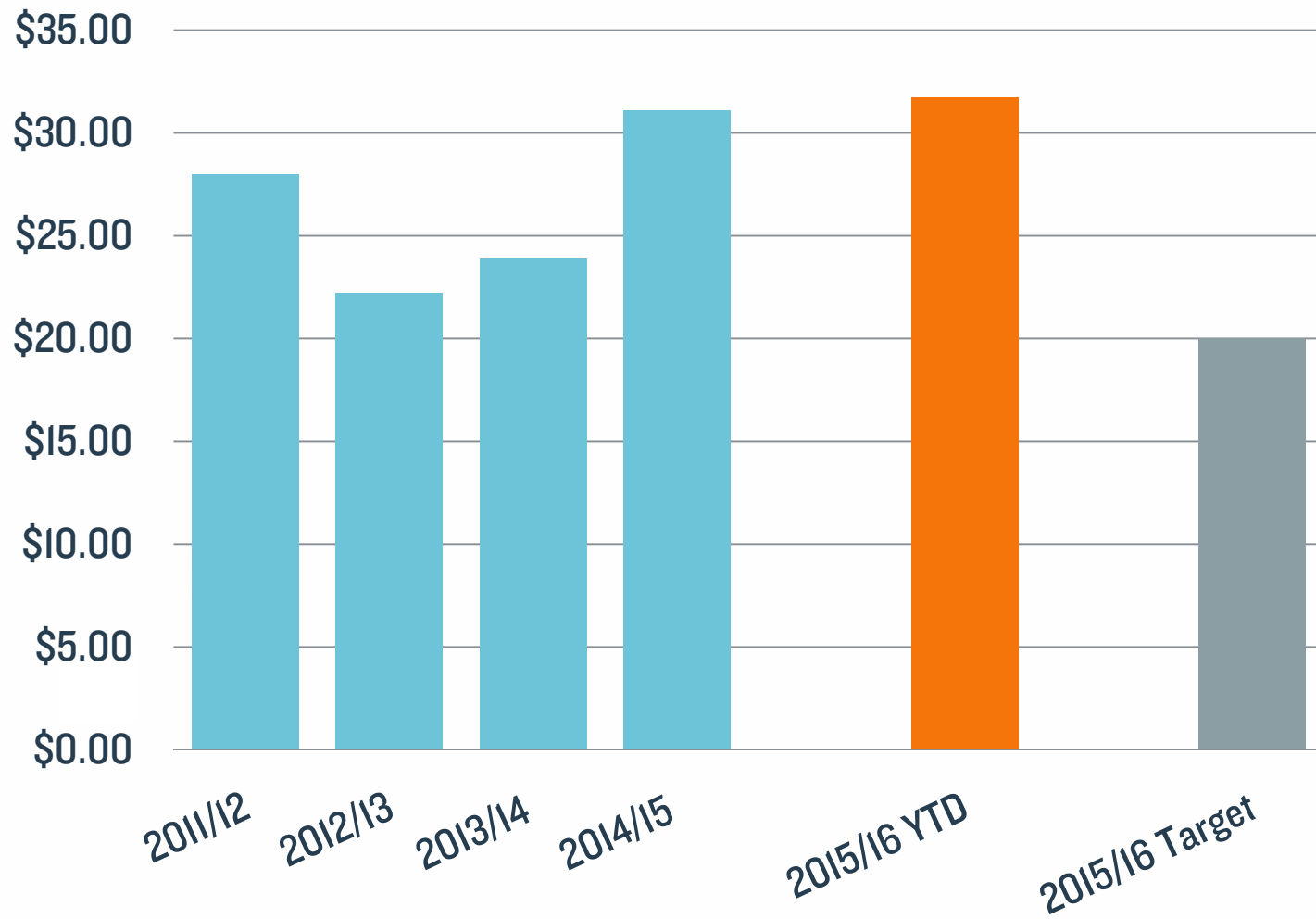
LEAD CONVERSION



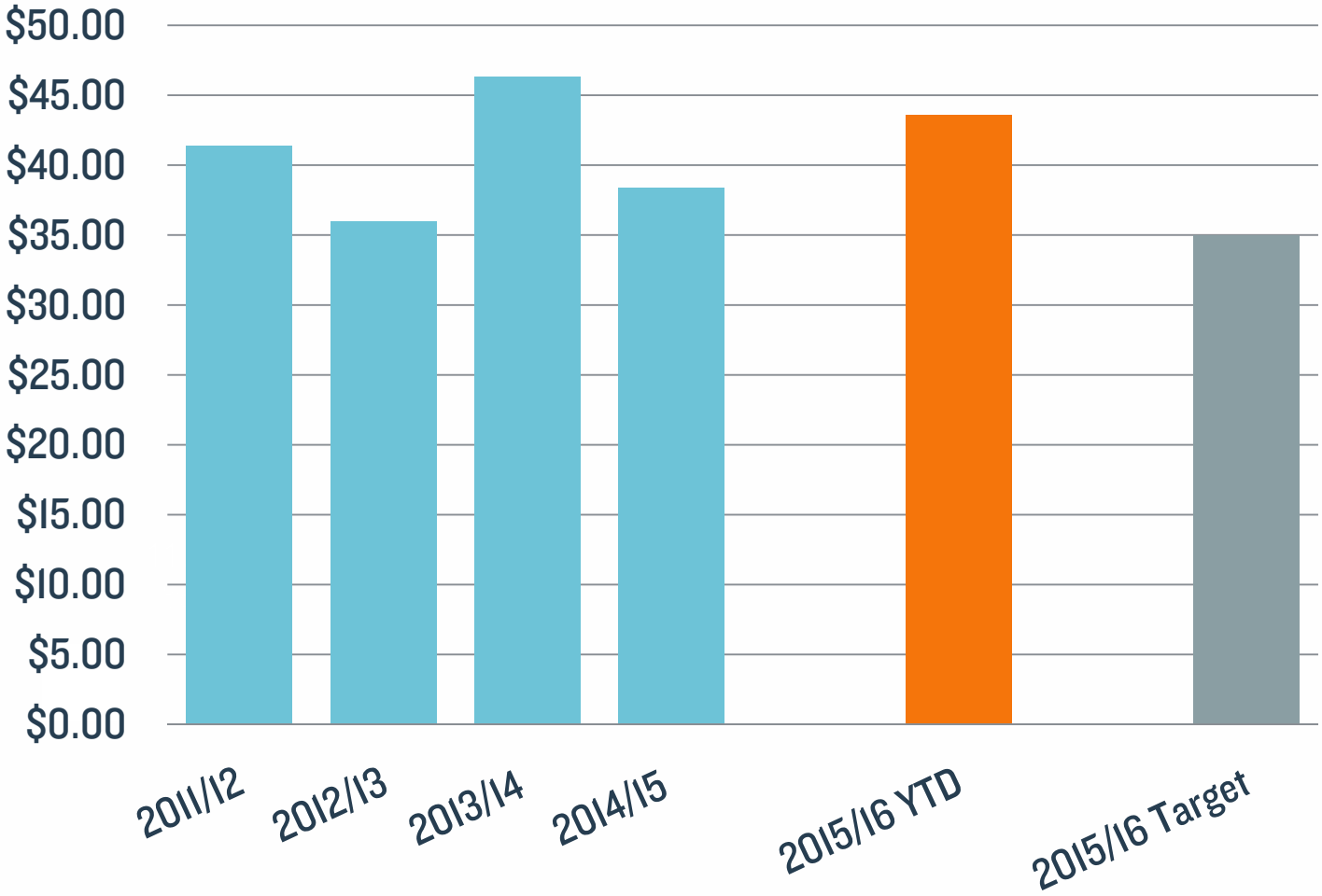
CONVENTION SERVICES SATISFACTION SURVEY SCORE



ROI ON PUBLIC RELATIONS



ROI ON TOTAL COMMUNITY ECONOMIC IMPACT



**OREGON CONVENTION CENTER REVENUE FROM
TRAVEL PORTLAND BOOKINGS**

	OCC Revenue	Annuals	Total Potential Future Business
FY 15/16	\$ 18,642,067	\$ -	\$ 18,642,067
FY 16/17	\$ 10,946,214	\$ 50,055	\$ 10,996,269
FY 17/18	\$ 6,659,020	\$ 1,172,371	\$ 7,831,391
FY 18/19	\$ 4,917,554	\$ 1,462,656	\$ 6,380,210
FY 19/20	\$ 2,934,195	\$ 1,172,371	\$ 4,106,566
FY 20/21	\$ 2,110,901	\$ 1,327,721	\$ 3,438,622
FY 21/22	\$ 4,759,599	\$ 1,172,371	\$ 5,931,970
FY 22/23	\$ 408,633	\$ 1,327,721	\$ 1,736,354
FY 23/24	\$ -	\$ 1,172,371	\$ 1,172,371
FY 24/25	\$ -	\$ 1,327,721	\$ 1,327,721
TOTAL	\$ 51,378,183	\$ 10,185,358	\$ 61,563,541

JUNE 2016 YTD

SMITH TRAVEL RESEARCH	OCCUPANCY%		AVERAGE DAILY RATE		REV-PAR		ROOM REVENUE
	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	THIS YEAR	LAST YEAR	
PORTLAND MARKET	75.5%	72.7%	\$131.31	\$123.26	\$99.14	\$89.62	
% OF CHANGE	+3.8%		+6.5%		+10.6%		+10.6%
PORTLAND CENTRAL CITY	80.9%	77.7%	\$173.97	\$167.44	\$140.66	\$130.06	
% OF CHANGE	+3.8%		+3.9%		+8.1%		+10.6%

<u>Program</u>	<u>Location</u>
April 2016	
Springtime	Washington, D.C.
Simpleview Summit	Scottsdale, AZ
LGBTQ Sports Coalition	Portland, OR
National Association of Sports Commissions	Grand Rapids, MI
May 2016	
Washington D.C. Sales Blitz	Washington, D.C.
Society of Government Meeting Professionals	San Diego, CA
June 2016	
Spring Fam	Portland, OR
HelmsBriscoe	Phoenix, AZ
Chicago Sales Blitz	Chicago, IL
MPI-WEC	Atlantic City, NJ
Cvent	Las Vegas, NV
PCMA Education	St. Louis, MO

PROGRAM OF WORK

FY 2015-16
4TH QUARTER

PROGRAM
OF WORK
FY 2016-17
1ST QUARTER

<u>Program</u>	<u>Location</u>
July 2016	
OSAM/MPI/OAN Golf Tournaments	Portland, OR
CESSE	Omaha NE
IEEE POCO	Montreal, CAN
August 2016	
DMAI Annual	Minneapolis, MN
HelmsBriscoe Cares	Lake Geneva, WI
ASAE	Salt Lake City, UT
Kellen Management	Atlanta, GA
Connect Marketplace	Grapevine, TX
September 2016	
HPN Global Partners Meeting	Los Cabos, MX
MEET National	Wa., D.C.
GMIC	Baltimore, MD
Meetings Today	Broadmore, CO
PCMA/MPI NW Summit	Seattle, WA
MICE	Singapore
DMA West	Mesa, AZ
Congressional Black Caucus	Washington, D;.C.
CMP Conclave	Baltimore, MD

MULTICULTURAL SALES STRATEGY HIGHLIGHTS

- **Re-alignment of sales deployment**
- **DC customer event**
- **Research project**
- **“Know your city” education**
- **Connect Diversity**
- **Multi-Cultural Fam Tour**
- **PR department creation of diversity media relations program**

MULTICULTURAL SALES STRATEGY HIGHLIGHTS

- **26 total groups**
- **Over 500K in OCC revenue**
- **Over \$6.3 million in citywide revenue**

MULTICULTURAL KEY BOOKINGS 2014-2016

Group	Date	Room Nights
National Indian Child Welfare Association	April 2015	1,095
Western States Golf Association	June 2015	1,318
Western States Golf Association	June 2016	1,318
National Forum for Black Public Administrators	April 2016	1,705
Alpha Kappa Alpha Sorority	April 2016	1,100
Delta Sigma Theta Sorority	July 2016	950
Omega Psi Phi Fraternity	May 2017	310
Nat'l Assn. of State Directors of Migrant Education	April 2018	2,560

THANK YOU



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4th QUARTER 2015-16 REPORT

**Authorization to Represent MERC/METRO
on Trade-Promotion Mission; Fact-Finding Mission;
Economic Development Activity; or Negotiation
(Food Travel, Lodging Expenses Approved in Advance - exception (H))**

In accordance with ORS 244.020(6)(b)(H), the following public official:
Terry Goldman, MERC Commissioner, is hereby authorized to represent
Metro/MERC in an official capacity; and

The MERC Commission hereby approves the receipt of reasonable
expenses for food and travel for the above-named public official and
his/her accompanying relative, household member, or staff member, for
attendance at (*check one*):

- trade-promotion mission;**
- fact-finding mission;**
- economic development activity; OR**
- negotiation;**

as follows (*describe date and type of event*):

While attending the ASAE Annual Meeting and Exposition, activities related to the Travel Portland business relationship where meals, room and travel expenses were paid for by Travel Portland, to introduce and familiarize potential meeting planners and association executives with Portland and the Oregon Convention Center, and to facilitate Oregon and Portland tourism and economic development, which activity(ies) took place in Salt Lake City, Utah, on August 13-16, 2016.

Being approved by the MERC Commission, at its regular meeting on September 7, 2016, the above activity is hereby officially sanctioned by MERC.



Elisa Dozono,
MERC Commission Chair