

**CITY OF PORTLAND  
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

**CONTRACT NO. 30001654**

**SHORT TITLE OF WORK PROJECT:  
Interstate Maintenance Facility Rehabilitation Project – Design Services**

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and **Michael Willis Architects**, hereafter called Contractor. The City's Project Manager for this contract is **David Gray**.

**Effective Date and Duration**

This contract shall become effective on **October 1, 2010**. This contract shall expire, unless otherwise terminated or extended, on **January 31, 2013**.

**Consideration**

- (a) City agrees to pay Contractor a sum not to exceed **\$1,885,034** for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

**CONTRACTOR DATA AND CERTIFICATION**

Name (please print): Michael Willis Architects

Address: 70 NW Couch Street, Suite 401, Portland, OR 97209

Employer Identification Number (EIN) 943-07-0035

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business License # 649234

Citizenship: Nonresident alien ☐ Yes ☒ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation  
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

**STANDARD CONTRACT PROVISIONS FOR  
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

**1. Access to Records**

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

**2. Audits**

- (a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- (b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

### 3. **Effective Date and Duration**

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

### 4. **Order of Precedence**

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contract's terms and conditions, b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

### 5. **Early Termination of Agreement**

- (a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.
- (b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- (c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

### 6. **Payment on Early Termination**

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.
- (b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

### 7. **Remedies**

- (a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

### 8. **Subcontracts and Assignment**

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

### 9. **Compliance with Applicable Law**

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. Contractor shall complete the INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT, which is attached hereto and by this reference made a part hereof.

#### (a) **Indemnity - Claims for Other than Professional Liability**

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

**(b) Indemnity - Claims for Professional Liability**

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

**(c) Indemnity - Standard of Care**

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

**10. Insurance**

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

- (a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

- (b)   X   Required and attached      or      Waived by City Attorney: \_\_\_\_\_

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:

- (c)   X   Required and attached      or      Waived by City Attorney: \_\_\_\_\_

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

- (d)   X   Required and attached      or      Waived by City Attorney: \_\_\_\_\_

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

- (e) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause and 10-day non-payment clause that provides that the insurance shall not terminate or be cancelled without 30 days or 10 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**11. Ownership of Work Product**

All work products produced by the Contractor under this contract is the exclusive property of the City. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Contractor and the City intend that such work product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a work product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the work product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that work product.

**12. Nondiscrimination**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

**13. Successors in Interest**

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

**14. 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.

**15. Waiver**

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

**16. Errors**

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

**17. Governing Law**

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

**18. Amendments**

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

**19. Business License**

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

**20. Prohibited Interest**

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

**21. Payment to Vendors and Subcontractors**

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

**Merger Clause**

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**OPTIONAL PROVISIONS** (selected by City Project Manager)**22. Arbitration: / X / Not Applicable / \_\_\_ / Applicable (consult with City Attorney's Office before finalizing as applicable)**

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any

litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

**23. Progress Reports: / X / Applicable / \_\_\_ / Not Applicable**

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, the STATEMENT OF THE WORK should list what information the Contractor must include in monthly progress reports.

**24. Contractor's Personnel: / X / Applicable / \_\_\_ / Not Applicable**

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in the STATEMENT OF THE WORK. The Contractor shall not change personnel assignments without the prior written consent of the City.

**25. Subcontractors: / X / Applicable / \_\_\_ / Not Applicable**

The City requires Contractors to use the Minority, Women and Emerging Small Business (M/W/ESB) subcontractors identified in their proposals, and as such the Contractor shall assign these subcontractors as listed in the STATEMENT OF THE WORK to perform work in the capacities designated. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer.

## STATEMENT OF THE WORK AND PAYMENT SCHEDULE

### **I. GENERAL BACKGROUND AND PROJECT OVERVIEW**

The City of Portland (City) Water Bureau (PWB) central maintenance facility, commonly referred to as the Interstate Maintenance Facility (IMF), occupies 11 acres on North Interstate Avenue in general proximity to the Rose Quarter and Willamette River. With a staff of about 300 employees, the operations, maintenance, and construction divisions provide all the support services required to maintain, operate, and expand the City's potable water delivery system. The site has several single and multiple use structures of varying size and age. The oldest buildings were constructed in the mid - 1920s, and the newest in 1991. A few years ago, the PWB contracted with Hennebery Eddy Architects of Portland to conduct a study and develop a master plan for the Interstate Facility. The primary objective of this planning effort was to determine the viability of the continued use of the existing facilities and establish an Interstate Maintenance Facilities Master Plan (Master Plan) with an approach to effective use of the site, and prioritize and identify needed improvements. The Master Plan came up with several recommendations including the primary objective of demolishing the largest building on the site and replacing it with a new building.

The largest structure on the site, referred to as the Maintenance Building, houses the largest portion of the Interstate Facility's office space as well as all of the PWB's warehouse and stores functions. The assessment of this 1925 vintage building was that the building is not designed or constructed to fulfill the current and future operational needs for the Interstate Facility and the PWB. Additionally, a seismic evaluation of the Maintenance Building determined that it might not withstand a sizable earthquake event. Therefore, employees using this building shall be moved out of the building and the building shall be demolished. The other large structure on the campus is the Water Control Center (WCC) or Operations Building. Built in 1991, this two-story building houses the water quality laboratory and other operational and maintenance programs. This building is base isolated, meets current seismic requirements and shall remain operational, and essentially in its current configuration, during construction. There are additional small structures that shall be demolished through phases of the site re-development.

This long-awaited project provides the opportunity to modernize the PWB's aging facility to provide a safe and efficient environment from which to provide essential City services.

The Contractor shall provide professional design services for the design, construction document development, and construction observation services to provide the PWB with temporary office facilities, including related utilities and also the new permanent facilities, including site improvements using the information gathered from the development of the Master Plan. A high percentage of staff and equipment shall remain on site during demolition and

construction. It is a high priority of PWB to move staff and equipment out of the Bureau's Maintenance Building at the earliest possible date. A parallel task required by the Contractor shall be the tenant improvements and associated utility design work for approximately 20,000 square feet of temporary office space. The Contractor shall perform these services in conjunction with and cooperation with the PWB's project management team and PWB Contractors.

The PWB has awarded a contract to Day CPM Services, LLC as the Owner's Representative for this project. The PWB shall use a Construction Manager / General Contractor (CM/GC) process for construction of these facilities and will bring this construction contractor on board during the design phase of the project. The CM/GC shall provide design review and comments from a constructability and value engineering (VE) position. The Contractor, along with the PWB's Owner's Representative Contractor and the CM/GC Contractor shall also provide cost estimates during design that shall lead to a guaranteed maximum price from which the CM/GC shall construct the temporary and permanent facilities.

The Contractor shall combine their efforts with the PWB project management team, PWB Owner's Representative, and CM/GC Contractor to ensure that the City of Portland receives the best value and quality for its investment.

## II. SCOPE OF WORK

This work consists of two design and construction phases: **Temporary** and **Permanent Facilities**. The phases were described in the Request for Proposal (RFP) WTR 061, dated January 7, 2007, as Phase 1 Design and Phase 2 Construction Administration of Temporary Facilities (Task 1.2). Phase 2 work includes design and construction administration services for demolition of the Maintenance Building and construction of the Temporary facilities for office and warehouse staff unhoused by the Maintenance Building demolition. The Permanent facilities will be the new replacement office and warehouse space.

**Temporary Facilities** or *Tenant Improvement (TI) work shall include:*

- 20,000 SF temporary office and workshop space for Maintenance Building staff either in on-site modular space or other off-site existing building space
- Temporary warehouse space
- Existing maintenance building to be demolished
- Renovation of the exterior of the existing two story office building (2020 N Interstate) due to demolition of the Maintenance Building

**Permanent Facilities** work shall include an anticipated:

- 20,000 square feet (SF) of new two story office type space
- 15,000 SF of new one story office and locker room type spaces
- 42,000 SF of new warehouse type space
- 18,000 SF of new covered outdoor storage adjacent to new warehouse building
- Parking area and site improvements to bring site up to current code including stormwater
- Fulfilling all City policies including the City's Green Building Policy

**Note:**

*Permanent facilities shall be based on the Interstate Master Plan – 2005 being updated by the Owner's Representative.*

The Project shall use a two (2) phased approach to accomplish the required tasks.

Phase 1 - Design development for both the **temporary** and **permanent facilities**, cost estimating, assistance with obtaining all required permits, and construction document development.

Phase 2 - Construction observation, quality assurance activities and project closeout related activities for both temporary and permanent facilities.

Construction observation includes on-site meetings and inspections to insure that all intents and purposes of the design are met. Quality assurance activities include construction observation, material and submittal review and responding to Requests for Information documentation.

Additional elements of work mentioned at previous meetings may be undertaken by PWB staff and include:

- Warehouse and office space may move to the adjacent Portland Public School (PPS) site; temporary warehouse and office space would then be removed from the scope of work
- Site security during construction shall be provided for by a separate Contractor, but this work shall be coordinated with PWB, the Contractor, the Owner's Representative contractor, and CM/GC
- Move coordination for TI and demolition work (including but not limited to furniture inventory)
- Carpenter shop to be relocated off site
- Emergency Operations Center (EOC) and Water Bureau Security shall be moving off-site and is not part of this scope of work
- No environmental work by PWB has been anticipated because of this construction project
- The purchase negotiations for the neighboring Foundry Site are not complete at this time
- CM/GC shall be contracted during the design phase

## **PHASE 1**

Phase 1 has been organized into the following major tasks:

### **TASK 1.0 PROJECT MANAGEMENT/WORK/PLAN/SCHEDULE**

#### **TASK 1.1 COLLECT/REVIEW RELEVANT DATA**

#### **TASK 1.2 DESIGN DEVELOPMENT: TENANT IMPROVEMENTS; SITE; TEMPORARY FACILITIES**

#### **TASK 1.3 DESIGN DEVELOPMENT: PERMANENT AND SITE**

#### **TASK 1.4 COST ESTIMATING**

#### **TASK 1.5 PERMIT/BID SERVICES**

### **TASK 1.0 PROJECT MANAGEMENT/WORK/PLAN/SCHEDULE**

The Contractor shall perform the following tasks:

- Subtask 1.0.01: Scheduling, Work Plan, Project Controls, Payment Requests, & Monthly Progress Reporting
- Subtask 1.0.02: Kick-off Meeting
- Subtask 1.0.03: Change Management Plan
- Subtask 1.0.04: Risk Management Plan
- Subtask 1.0.05: Quality Management
- Subtask 1.0.06: General Project Management and Support
- Subtask 1.0.07: Green Design Planning Session
- Subtask 1.0.08: Registration of project with LEED On-line
- Subtask 1.0.09: Additional Meetings

Project management services are required to ensure that the design work is performed in an organized, systematic manner, using proven project management methods to plan, organize, coordinate, document, and control the work. The project management tasks include scheduling, cost accounting, quality control, and progress reporting.

Project management also includes planning, conducting meetings, making presentations, and documenting regularly scheduled and special project meetings. All draft and final agendas, meeting minutes and reports shall be generated in a PWB approved version of MS Word. All drawing files shall be generated in AutoCAD 2007. Portable Document Format (PDF) files shall be supplied to the PWB for design reviews at the milestones of 30/75/95%.

Task durations are noted in calendar days.

<b>Subtask 1.0.01</b>	<b>Scheduling, Work Plan, Project Controls, Payment Requests, &amp; Monthly Progress Reporting</b>
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Within 30 days of Notice to Proceed (NTP) the Contractor shall develop a workplan and schedule with input from PWB and Owner's Representative. The Contractor's draft schedule, workplan and Project Team contact list shall be delivered to the Owner's Representative at the end of the 30 day development process. Allowance shall be made for these activities for a 24 month maximum project duration.

**Activities/Deliverables:****The Contractor shall complete the following:**

1. Prepare project design Work Plan to include project goals and objectives, design approach, statement of work and deliverables, design project schedule, team organization and contact information, project procedures and work templates.
2. Prepare detailed design Project Schedule for work elements (using MS Project) showing each major task and sub-task including start and completion dates, major deliverables, and work requiring coordination with PWB staff and sub-consultant design disciplines. The Contractor shall provide monthly updates to the overall master design project schedule.
3. The Contractor shall prepare a Monthly Progress Report form for approval by PWB and the Owner's Representative. The monthly report shall contain the following information: activities completed during the reporting period, activities planned during the next reporting period, current design project schedule, percent billed and actual percent complete for each major sub-task and task to determine earned value, updated Work Breakdown Structure (if changed), and problems incurred or anticipated, including potential items not currently in this scope of work.
4. The Monthly Progress Report, updated Schedule, Decision and Action Item Logs shall be sent to the Owner's Representative monthly on invoicing schedule.

<b>Subtask 1.0.02</b>	<b>Kick-off Meeting and Project Progress Meetings</b>
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The Contractor shall participate in a Project Kick-Off Meeting. The meeting shall include the Project Design Team, including selected subconsultants, the PWB project management team and Project Manager, and the Owner's representative. This meeting shall provide a forum for team introductions, review and discussion of scope and schedule, discussion of project success criteria, and distribution and review of Project Protocols. Project Protocols developed by the Owner's Representative shall include Communication Plan, Document Retention and Document Control Policies, team contact information and site access procedure as defined by the PWB. Contractor shall provide team contact information to the Owner's Representative in Task 1.0.01.

The Contractor shall prepare for and attend bi-monthly project progress meetings to review the work in progress, keep the PWB and Owner's Representative informed of the technical or project issues, and receive and resolve comments. The Contractor's Project Manager shall attend these meetings.

The Owner's Representative shall lead these meetings and produce the agendas and meeting minutes.

**Activities/Deliverables:****The Contractor shall complete the following:**

1. Attend Kick-off Meeting.
2. Attend progress meetings.

<b>Subtask 1.0.03</b>	<b>Change Management Plan</b>
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The Change Management program will be provided by PWB and administered by the Owner's Representative and PWB Project Manager. All project team members will be required to contribute to the program throughout the project.

The Change Management program will be a continual agenda item discussed at regularly scheduled project meetings. Allowance shall be made for a 24 month maximum project duration.

**Activities/Deliverables:**

**The Contractor shall be responsible for the following:**

1. Throughout the design, the Contractor shall implement a cost, schedule, and budget control system to identify, track, and document decisions, findings, and unforeseen conditions which affect the Contract budget or Contract schedule. The system shall include reporting and updates to the Owner's Representative and PWB Project Manager. The system shall be developed and managed by the Owner's Representative.
2. The Owner's Representative shall maintain a Project Change Log of work to track potential or actual impacts to cost, schedule or budget for the work. A Summary of the log shall be included in the monthly progress report. At a minimum, the following items shall be monitored and reported.
  - Statement of the change requested or issued
  - Expected date of resolution
  - Name of the person responsible for resolution
  - Date request initiated
  - Name of the initiator
  - Statement of potential impacts, including total project budget, construction cost budget, significant changes to the project risk register, and total project, phase, and construction durations.
  - Date of resolution
  - Statement of resolution

<b>Subtask 1.0.04</b>	<b>Risk Management Plan</b>
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Risk Management is broken down into two topics; Project-Specific Issues and Resource Concerns. Project Specific Issues shall include but not be limited to any issue that affects scope, schedule or budget or any issues that negatively impact the completed project. Resource Concerns relate to any issues that concern staffing, equipment or budget that may adversely affect successful project completion.

All team members are expected to participate in risk management throughout the life of the project. The risk management plan shall be a regular agenda item at the bi-monthly project progress meetings. The Owner's Representative shall develop and manage the Project Master Risk Register.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. Review and request updates as required to the Project Master Risk register. Any new project issues which affect project delivery shall be identified and added to the register. The Contractor shall provide updates at project milestones to the Owner's Representative to update the Project Master Risk Register.

<b>Subtask 1.0.05</b>	<b>Quality Management</b>
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The Owner's Representative shall lead and prepare agenda and meeting minutes for bi-monthly project progress meetings. The Contractor shall attend project progress meetings. Allowance shall be made for a 24 month maximum project duration.

**Activities/Deliverables:**

**The Contractor shall be responsible for the following:**

1. Attend bi-monthly project progress meetings with the Owner's Representative, PWB Project Manager, and CM/GC contractor. Make changes, additions, and updates as a result of design document review by the project team. The following shall receive QA/QC review:
  - a. Project design documents.
  - b. Permit submittal documents.
  - c. Technical Memorandums and Reports.
  - d. Design Submittal packages.

2. The PWB shall review all Design Submittal Packages within 20 business days. The format for these reviews shall be supplied by the PWB. Response to PWB Comments shall be provided by the Contractor within 15 business days of receipt of complete PWB Comment Documents. This affects Subtasks 1.2.01, 1.2.03, 1.2.04, 1.3.01, 1.3.03, and 1.3.04.

<b>Subtask 1.0.06</b>	<b>General Project Management and Support</b>
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The Contractor's Project Manager shall: (1) coordinate, communicate, receive directions from, and support their project team, and (2) plan, organize, monitor, and control the day to day project team activities. The Contractor's Project Manager shall have the authority to make commitments for the Contractor. The Contractor's Project Manager shall informally meet with the PWB Project Manager or designee to coordinate the project.

Activities under this Subtask are part of day-to-day Contractor project management activities. This Subtask covers general coordination with Project Design Team, Owner's representative, PWB staff and PWB Project Manager. Support shall include but is not limited to telephone conversations, electronic mail (Email) and written correspondence. Each communication medium is identified in the Communication Plan and Document Control Policy. Allowance shall be made for a minimum of one (1) hour per week by the Contractor's Project Manager for a 24 month maximum project duration.

**Activities/Deliverables:**

**The Contractor shall keep and maintain the following project records related to project management:**

1. Telephone conversations and related notes
2. Email correspondence
3. Written correspondence
4. Internal project notes

<b>Subtask 1.0.07</b>	<b>Green Design Planning Session</b>
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In keeping with the City's Green Building Policy goals, the Contractor shall conduct a four (4) hour Green Design Planning Session within 30 days after project Kick-Off. The results of the session shall establish goals that guide the design and decision process for energy and environmental system selection for this project. Attendance shall be required by staff representing operations, maintenance and PWB staff including Project Advisors and Stakeholders. Additionally, key Project Design Team members, the Owner's Representative and the PWB Project Manager shall attend.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. Attendance and facilitation of one (1) Green Design Planning Session.
2. Green Design Planning Session Agenda.
3. Green Design Planning Session materials.
4. Green Design Planning Session meeting minutes; aspirational scorecard per Subtask 1.1.03.

<b>Subtask 1.0.08</b>	<b>Registration of project with LEED Online</b>
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Within 60 days after Green Design Planning Session, the Contractor shall register the project online with the United States Green Building Council (USGBC) Green Building Certification Institute (GBCI) and shall assist the project team and PWB Project Manager to develop supporting documents for registration. To complete this task, PWB shall supply data regarding the project, including site area, projected building area and project address.

**Activities/Deliverables:**

The Contractor shall complete the following:

1. Register project with USGBC GBCI.
2. Assign Project Team, PWB Project Manager and CM/GC roles and confirm invites to the project online at the GBCI.

**NOTE:** All USGBC registration fees to be provided by the PWB.

<b>Subtask 1.0.09</b>	Additional Meetings
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Attendance at additional meetings not specified in this contract may be required by the PWB Project Manager. The Contractor shall be compensated for these meetings at the rates listed in Exhibit A.

**TASK 1.1 COLLECT/REVIEW RELEVANT DATA**

The Contractor shall perform the following tasks:

- Subtask 1.1.01: Review documentation and program summary as updated by Owner's Representative
- Subtask 1.1.02: Identify required permits and goals
- Subtask 1.1.03: Develop LEED scorecard and aspirational goals
- Subtask 1.1.04: Perform site visit to confirm existing conditions

All draft and final agendas, meeting minutes and reports shall be generated in a PWB approved version of MS Word. All drawings files shall be generated in AutoCAD 2007. Portable Document Format (PDF) files shall be supplied for design reviews at the milestones of 30/75/95%.

<b>Subtask 1.1.01</b>	Review documentation and program summary as updated by the Owner's Representative
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This Task includes review of existing documentation as provided by the Owner's representative.

Within 30 days of NTP the Contractor's Project Manager shall receive a verified program summary as prepared by the Owner's Representative. The Owner's Representative may find elements of the 2004 Program in need of update or revision. Should updates to the 2004 Program be required, any additional programming work completed by the Contractor for an updated program shall be compensated at the rates listed in Exhibit A.

The 2004 Master Plan indicates a Preferred Master Plan. The Preferred Master Plan is diagrammatic in nature and the Contractor shall develop three (3) refined options of the Preferred Master Plan that respond to established goals, phasing and site limitations within the 2004 Master Plan. Contractor shall conduct meetings with PWB staff to confirm or alter current goals, phasing or site limitations. Updated goals, phasing and site limitations shall be required to develop the site. This process shall start after review of existing documents and program and shall last 30 days maximum.

The PWB shall assemble an internal Stakeholders Committee and Project Advisors for the duration of the Project.

The PWB shall provide all Survey and Utility information required for full completion of this Work.

**Activities/Deliverables:**

The Contractor shall complete the following:

1. The Contractor shall compile all findings in a Pre-Design Report. The Report shall support the preferred program, design, Green Building Strategies, and any phasing requirements recommended by the Steering Committee and Contractor for both Task 1.2 and Task 1.3 facilities. The Pre-Design Report shall include products developed in other Task 1.1 activities. This activity shall require a mid-point review meeting and a final review meeting with the Steering Committee and PWB Project Manager.

2. The Geotechnical Engineer shall review documentation provided by the Owner's Representative. The information provided shall serve as information to kick-off geotechnical investigations at the Project Site. The Geotechnical Engineer shall perform a minimum of 3 days of investigation at the site, associated laboratory work, and draft and final reports.

<b>Subtask 1.1.02</b>	<b>Identify required permits and goals</b>
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The Contractor shall meet with Building Officials to determine any critical path permitting requirements. This includes research to determine any historic resource concerns unidentified by the Master Plan Report and any outstanding permit issues. This effort shall be coordinated with the Owner's Representative and PWB Project Manager.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. The Contractor shall meet two (2) times with BDS Building Officials during the Pre-design Report development and provide Meeting Minutes to the PWB Project Manager with recommendations.
2. Findings shall be included in the Pre-Design report.

<b>Subtask 1.1.03</b>	<b>Develop LEED scorecard and aspirational goals</b>
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The Contractor shall: 1) Use the Green Design Planning Session established project goals to research and test project energy and environmental goals; and 2) Confirm goals meet project requirements including City of Portland Green Building Policy and LEED Gold level certification using the GBCI scorecard. The scorecard shall be completed and distributed to the Project Team, Owner's Representative and PWB Project Manager for review and acceptance within 5 days of the Green Planning Session along with Task 1.0.07 meeting minutes.

Following the Green Design Planning Session, the Contractor shall conduct research and shall test systems indicated as priorities in the Green Design Planning Session goals. The Contractor shall use the Daylighting Laboratory and other resources, such as early energy modeling. Testing and research activities shall support project goals and requirements including those related to the State of Oregon 1.5% for Solar program.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. Produce LEED scorecard from Green Design Planning Session notes and minutes.
2. Include results of systems testing in Pre-Design Report.

<b>Subtask 1.1.05</b>	<b>Perform site visit to confirm existing conditions</b>
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After review of existing documents and program summary and in conjunction with the Pre-design effort, the Contractor shall conduct a site visit to confirm existing conditions. Available existing conditions reports are dated 2004. It is assumed that buildings, storage, warehousing and parking facilities may have changed in support of the PWB mission. Any significant changes shall be documented by the Contractor for consideration in the Pre-Design Report.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. Visit the Project site with selected subcontractors to review and confirm 2004 existing conditions report findings; any and all new findings shall be documented and reviewed with the PWB Project manager.
2. Findings shall be included in the Pre-Design Report.

**TASK 1.2 DESIGN DEVELOPMENT: TENANT IMPROVEMENTS; SITE; TEMPORARY FACILITIES**

The Contractor shall perform the following tasks:

- Subtask 1.2.01: 30% Design Submittal Package
- Subtask 1.2.02: Value Engineering
- Subtask 1.2.03: 75% Design Submittal Package
- Subtask 1.2.04: 95% Design Submittal Package
- Subtask 1.2.05: Final Design 100% Submittal
- Subtask 1.2.06: Specification Work

Task 1.2 shall include all demolition documentation related to tenant improvements and temporary facilities for relocated employees within the Interstate Campus. Architectural, Civil Engineering, Landscape Architectural, Structural Engineering, Mechanical Engineering (including Lighting Design, Plumbing, HVAC Engineering, and Fire/Life Safety), Electrical Engineering, Geotechnical Engineering and Communications design services shall be provided by the Contractor. Communications and security design shall be coordinated with the City of Portland Bureau of Technology Services (BTS).

A complete electronic set of design documents, construction documents, and as-built drawings shall be provided by the Contractor. All draft and final agendas, meeting minutes and reports by the Contractor shall be generated in a PWB approved version of MS Word. All drawing files shall be generated in AutoCAD 2007. PDF files shall be supplied for design reviews at the milestones of 30/75/95%. Renderings shall be provided in AutoCAD and Sketchup programs with civil and landscape architectural features added in Photoshop.

The Contractor shall prepare 30%, 75% and 95% construction plans and specifications. The Contractor shall receive and respond to review comments from permitting agencies and PWB. The 75% submittal shall include engineering plans and draft specifications, Divisions 1–17. The 95% submittal shall contain complete plans and specifications, Divisions 1–17, and shall be suitable for a constructability review by another Contractor (if elected by the PWB). The 100 percent submittal shall incorporate all applicable review comments, permit conditions, and shall be ready for bidding. The Contractor shall prepare and submit the construction contract drawings as required for construction of the improvements. The construction contract drawings shall be stamped and signed by licensed professional engineers in the State of Oregon. The definition of 30, 75, and 95% completion shall be in compliance with PWB guidelines which shall be provided to the Contractor. QA/QC review by Project Design Team and by PWB shall occur at 30%, 75% and 95% Design Submittals per Subtask 1.0.05.

The Contractor shall produce deliverables in PDF Format with adherence to the City's Green Paper Use Policy.

Specifications and design shall include requirements specifically outlined in the 2009 City of Portland Green Building Policy, Policy Strategy #1, **Tenant Improvements and Leased Spaces**.

- All interior improvement projects to occupied, City-owned or City-leased spaces shall use the Bureau of Planning and Sustainability's Green Tenant Improvement Guide and/or register and certify for LEED for Commercial Interiors (CI) at the Silver level.

All Temporary Facilities tenant improvements shall meet the Bureau of Planning and Sustainability's Green Tenant Improvement Guide requirements. Site work associated with temporary facilities shall follow minimum local codes.

<b>Subtask 1.2.01</b>	<b>30% Design Submittal Package</b>
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The Contractor shall use the Pre-design Report as a starting point for 30% design. The Pre-design Report shall recommend a preferred design and approach, including phasing of construction, temporary facility recommendations, and demolition scheduling.

30% Design Plans shall include, as required for permitting, bidding and construction of Tenant Improvements and Temporary Facilities:

Architectural	Civil Engineer	Landscape Architect	Structural Engineer	Mechanical Engineer	Electrical Engineer
Cover Sheet	Notes/Abbrev.	Landscape Plan	General Notes	Notes & Dwg Index	Electrical Floor Plans
Legend and Code Data	Grading Plan		Symbols/Abbrev/Sch	Abb & Legend	Panel Schedules

Site Plan w/ Parking Data	Topographic Survey		Foundation Plans	Mechanical Site Plan	
Floor Plans	Outside Piping			Mechanical Piping Plans	
Interior Elevations				HVAC Plans	
				Plumbing Plans	

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. 30% Kick-Off Workshop.
2. 30% Internal Project Design Team Coordination Meeting.
3. 30% Plans.
4. 30% Review Green Tenant Improvement Guide Checklist for tenant improvements and temporary facilities.
5. Basis of Design Report (BDR) supporting 30% preferred design concept.
6. 30% Design Review Workshop (4 Hour).
7. 30% Comment Review Workshop (4 Hour).
8. 30% Respond to Comments.

<b>Subtask 1.2.02</b>	<b>Value Engineering</b>
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The Contractor shall participate in a two (2) day long Value Engineering (VE) session after the 30% Design Submittal Package has been distributed and the Comment/Response Period has passed. The Contractor's Project Manager (PM) shall present design information and concepts at a VE Kick-Off meeting. The Contractor shall answer questions generated at the VE Kick-Off meeting and shall be present at the VE Work Session. The Contract assumes all temporary facilities shall be reviewed in a separate session from permanent facilities. The Owner's Representative shall lead the VE session, findings meeting and shall provide session and findings meeting materials, agenda and minutes.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. VE Kick-Off meeting attendance and presentation of design.
2. Attendance at the VE Work Session and findings meeting
3. Review of VE Findings and memorandum responding to proposed design changes. Memorandum shall consider impact to Bureau of Planning and Sustainability's Green Tenant Improvement Guide requirements.

<b>Subtask 1.2.03</b>	<b>75 Percent Design Submittal Package</b>
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The Contractor shall use the final 30% Design package including Pre-design Report, Comments and Cost Estimate to initiate 75% Design.

75% Design Plans shall include coordinated facility floor plans, elevations and site plan. Additionally, building sections, wall sections and typical building details shall be provided.

75% Design Plans shall include, as required for permitting, bidding and construction of Tenant Improvements and Temporary Facilities:

General	Architectural	Civil Engineer	Landscape Architect	Structural Engineer	Mechanical Engineer	Electrical Engineer
Location & Vicinity Map	Legend	Notes/Abbrev.	Notes/Ab/Plant List	General Notes	Notes & Dwg Index	Electrical Plans
Facility Plan	Abbreviations	Demo Plan	Landscape Plan	Notes/Abbrev.	Abb & Legend	Demo Plan
Drawing Index	Demo Plans	Grading Plan	Permit Drawing (update)	Demo Plan	Demo Plan	Electrical Site Plan
Code Data	Site Plan and Parking Plan	Topographic Survey	Irrigation Plan	Foundation Plan	Mechanical Site Plan	Panel Schedules
	Floor Plans	Site Plan	Details	Framing Plan	Piping Plan	Comm Plan
	Roof Plan	Outside Piping		Roof Plan	HVAC Plan	
	Ceiling Plans			Details	Plumbing Plans	
	Elevations					
	Interior Elevations					
	Details					
	Schedules					

### Activities/Deliverables:

The Contractor shall complete the following:

1. 75% Internal Project Design Team Coordination Meeting.
2. 75% Plans.
3. 75% Review Green Tenant Improvement Guide Checklist for tenant improvements and temporary facilities.
4. 75% Design Review Workshop.
5. 75% Comment Review Workshop.
6. 75% Respond to Comments.

<b>Subtask 1.2.04</b>	95% Design Submittal Package
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The Contractor shall use the final 75% Design package including Comments and Cost Estimate to initiate 95% design. The Contractor shall verify design at 75% meets requirements set by the Pre-design Report.

95% Design Plans shall include, as required for permitting, bidding and construction of Tenant Improvements and Temporary Facilities:

General	Architectural	Civil Engineer	Landscape Architect	Structural Engineer	Mechanical Engineer	Electrical Engineer
Location & Vicinity Map	Legend	Notes/Abbrev.	Notes/Ab/Plant List	General Notes	Notes & Dwg Index	Electrical Plans
Facility Plan	Abbreviations	Demo Plan	Landscape Plan	Notes/Abbrev.	Abb & Legend	Demo Plan
Drawing Index	Demo Plans	Grading Plan	Permit Drawing (update)	Demo Plan	Demo Plan	Electrical Site Plan
Code Data	Site Plan and Parking Plan	Topographic Survey	Irrigation Plan	Foundation Plan	Mechanical Site Plan	Panel Schedules
	Floor Plans	Site Plan	Details	Framing Plan	Piping Plan	Comm Plan
	Roof Plan	Outside Piping		Roof Plan	HVAC Plan	
	Ceiling Plans			Details	Plumbing Plans	
	Elevations					
	Interior Elevations					
	Details					
	Schedules					

**Activities/Deliverables:****The Contractor shall complete the following:**

1. 95% Internal Project Design Team Coordination Meeting.
2. 95% Plans.
3. 95% Review Green Tenant Improvement Guide Checklist for tenant improvements and temporary facilities.
4. 95% Design Review Workshop.
5. 95% Comment Review Workshop.
6. 95% Respond to Comments.

<b>Subtask 1.2.05</b>	<b>Final Design 100 Percent Submittal</b>
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The Contractor shall use the final 95% Design package including Comments and Cost Estimate to initiate 100% design. No comment and response session is included in this submittal. Final Design 100% documents shall be used for permitting and bidding purposes. Drawings provided shall not be stamped and signed until required for permitting or as required by State ordinances.

100% Design Plans shall include, as required for permitting, bidding and construction of Tenant Improvements and Temporary Facilities:

General	Architectural	Civil Engineer	Landscape Architect	Structural Engineer	Mechanical Engineer	Electrical Engineer
Location & Vicinity Map	Legend	Notes/Abbrev.	Notes/Ab/Plant List	General Notes	Notes & Dwg Index	Electrical Plans
Facility Plan	Abbreviations	Demo Plan	Landscape Plan	Notes/Abbrev.	Abb & Legend	Demo Plan
Drawing Index	Demo Plans	Grading Plan	Permit Drawing (update)	Demo Plan	Demo Plan	Electrical Site Plan
Code Data	Site Plan and Parking Plan	Topographic Survey	Irrigation Plan	Foundation Plan	Mechanical Site Plan	Panel Schedules
	Floor Plans	Site Plan	Details	Framing Plan	Piping Plan	Comm Plan
	Roof Plan	Outside Piping		Roof Plan	HVAC Plan	
	Ceiling Plans			Details	Plumbing Plans	
	Elevations					
	Interior Elevations					
	Details					
	Schedules					

**Activities/Deliverables:****The Contractor shall complete the following:**

1. 100% Plans.
2. 100% Update Green Tenant Improvement Guide Checklist.

<b>Subtask 1.2.06</b>	<b>Specification Work</b>
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This task includes all division 1-17 specifications required for the Tenant Improvement and Temporary Facilities construction documents and shall meet the City of Portland Green Building Policy requirements. Where required, specifications supporting Green Building Planning Session goals shall be written to require LEED submittals by the selected construction contractor. These submittals shall be used to support any additional Green Building

requirements based on project type and occupancy. LEED Specifications shall be adjusted at 75% and 95% Design based on PWB comments and design refinements.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. 30% Specification List with LEED submittal specifications identified as needed to meet Green Tenant Improvement Guide requirements.
2. 75% Specifications.
3. 95% Specifications.
4. 100% Specifications.
5. LEED Submittal requirements for applicable specifications in support of Bureau of Planning and Sustainability's Green Tenant Improvement Guide requirements.

**TASK 1.3 DESIGN DEVELOPMENT: PERMANENT AND SITE**

The Contractor shall perform the following tasks:

- Subtask 1.3.01: 30% Design Submittal Package
- Subtask 1.3.02: Value Engineering
- Subtask 1.3.03: 75% Design Submittal Package
- Subtask 1.3.04: 95% Design Submittal Package
- Subtask 1.3.05: Final Design 100% Submittal
- Subtask 1.3.06: Specification Work
- Subtask 1.3.07: Operational Descriptions

Task 1.3 shall include all demolition documentation related to permanent building and site improvements. Architectural, Civil Engineering, Landscape Architectural, Structural Engineering, Mechanical Engineering (including Lighting Design, Plumbing, HVAC Engineering, and Fire/Lifesafety), Electrical Engineering, Geotechnical Engineering and Communications design services shall be provided by the Contractor. Communications design shall be coordinated with BTS.

The Contractor shall provide a complete electronic set of design documents, construction documents, and as-built drawings. All draft and final agendas, meeting minutes and reports shall be generated in a PWB approved version of MS Word. All drawing files shall be generated in AutoCAD 2007. PDF files shall be supplied for design reviews at the milestones of 30/75/95%. Renderings shall be provided in AutoCAD and Sketchup programs with civil and landscape architectural features added in Photoshop.

The Contractor shall prepare 30%, 75% and 95% construction plans and specifications. During final design, the Contractor shall receive and respond to review comments from permitting agencies and City staff. The 75% submittal shall include engineering plans and draft specifications, Divisions 1–17. The 90% submittal shall contain complete plans and specifications, Divisions 1–17, and shall be suitable for a constructability review by another Contractor (if elected by the City). The 100% submittal shall incorporate all applicable review comments, permit conditions, and shall be ready for bidding. The Contractor shall prepare and submit the construction contract drawings as required for construction of the improvements. The construction contract drawings shall be stamped and signed by licensed professional engineers in the State of Oregon. The definition of 30, 75, and 95% completion shall be in compliance with PWB design guidelines.

The Contractor shall be producing deliverables in PDF Format with adherence to the City's Sustainable Paper Use Policy.

Specifications and design shall include requirements specifically outlined in the 2009 City of Portland Green Building Policy, Policy Strategy #1, **New Construction and Major Renovations**.

- All new, occupied City-owned facilities shall register and certify for the US Green Building Council's Leadership in Energy and Environmental Design (LEED) New Construction (NC) at the Gold level including the following performance levels:
- Recycle at least 85% of all construction, remodeling and demolition waste.
- Improve water savings 30% beyond the Energy Policy Act of 1992 baseline code requirements.
- Use no potable water for building-related landscape irrigation, except for the first two years to establish plantings.
- Achieve 30% energy cost savings beyond applicable LEED baseline requirements.
- Employ building commissioning strategies as required by the State of Oregon Department of Energy to be eligible for the Sustainable Building Business Energy Tax Credit.
- All new City-owned facilities shall have an ecoroof covering at least 70% of the roof and high reflectance Energy Star-rated roof material on remaining roof areas, where practical. When an integrated ecoroof/Energy Star-rated roof is impractical, a high reflectance, Energy Star-rated roof material shall be installed and a memorandum shall be prepared to present the reasons why the eco-roof is impractical.
- On-site renewable energy systems shall be incorporated into the design and construction of all new City-owned facilities, as practical or as required by the State.

<b>Subtask 1.3.01</b>	<b>30% Design Submittal Package</b>
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The Contractor shall use the Pre-Design Report as a starting point for 30% Design. The Pre-Design Report shall recommend a preferred design and approach.

PWB shall initiate the Building Commissioning process at the delivery of the 30% Design Document Submittal to the PWB as required by the GBCI. The Building Commissioner shall review the 30% documents and deliver a memorandum including recommendations for additional energy and water conservation for consideration by the Project Design Team. PWB shall provide Building Commissioner services.

30% Design Plans shall include:

Architectural	Civil Engineer	Landscape Architect	Structural Engineer	Mechanical Engineer	Electrical Engineer
Cover Sheet	Notes/Abbrev.	Landscape Plan	General Notes	Notes & Dwg Index	Electrical Floor Plans
Legend and Code Data	Grading Plan		Symbols/Abbre/Sch	Abb & Legend	Panel Schedules
Site Plan w/ Parking Data	Topographic Survey		Foundation Plans	Mechanical Site Plan	
Floor Plans	Outside Piping			Mechanical Piping Plans	
Roof Plan				HVAC Plans	
Elevations				Plumbing Plans	
Building Sections					
Rendering (1) Max.					

#### **Activities/Deliverables:**

The Contractor shall complete the following:

1. 30% Kick-Off Workshop.
2. 30% Internal Project Design Team Coordination Meeting.
3. 30% Plans.
4. 30% Update LEED Scorecard.

5. 30% Design Review Workshop/Agenda Draft and Final/Meeting Minutes Draft and Final
6. 30% Comment Review Workshop/Agenda Draft and Final/Meeting Minutes Draft and Final.
7. 30% Respond to Comments.

<b>Subtask 1.3.02</b>	<b>Value Engineering</b>
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The Contractor shall participate in a two (2) day long VE session after the 30% Design Submittal Package has been distributed and the Comment/Response Period has past. The Contractor Project Manager shall present design information and concepts at the kick-off meeting. The Contractor shall answer questions generated at the VE Kick-Off meeting and shall be present at a meeting at the close of the VE Work Session. Contract assumes all temporary facilities shall be reviewed in a separate session from permanent facilities. The Owner's Representative shall lead the VE session, findings meeting and shall provide session and findings meeting materials, agenda and minutes.

#### **Activities/Deliverables:**

**The Contractor shall complete the following:**

1. VE Kick-Off meeting attendance and presentation of design.
2. Attendance at the VE Work Session findings meeting
3. Review of VE Findings and memorandum responding to proposed design changes. Memorandum shall consider impact to LEED requirements. Make changes to documents where the Contractor and VE findings are in agreement.

<b>Subtask 1.3.03</b>	<b>75% Design Submittal Package</b>
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The Contractor shall use the final 30% Design package including Basis of Design Report, Comments and Cost Estimate to initiate 75% design.

75% Design Plans shall include:

General	Architectural	Civil Engineer	Landscape Architect	Structural Engineer	Mechanical Engineer	Electrical Engineer
Location & Vicinity Map	Legend	Notes/Abbrev.	Notes/Ab/Plant List	General Notes	Notes & Dwg. Index	Electrical Plans
Facility Plan	Abbreviations	Demo Plan	Landscape Plan	Notes/Abbrev.	Abb & Legend	Electrical Site Plan
Drawing Index	Site Plan and Parking Plan	Grading Plan	Permit Drawing (update)	Foundation Plan	Mechanical Site Plan	Panel Schedules
Code Data	Floor Plans	Topographic Survey	Irrigation Plan	Framing Plan	Piping Plan	Comm Plan
Public art coordination will be provided as needed.						
	Roof Plan	Site Plan	Details	Roof Plan	HVAC Plan	
	Ceiling Plans	Outside Piping		Details	Plumbing Plans	
	Elevations				Interior Lighting Plan	
	Interior Elevations				Site Lighting Plan	
	Building Sections					
	Wall Sections					
	Details					
	Schedules					

75% Design Plans shall include coordinated facility floor plans, elevations, and site plan. Additionally, building sections, wall sections and typical building details shall be provided.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. 75% Internal Project Design Team Coordination Meeting.
2. 75% Plans.
3. 75% Update LEED Scorecard.
4. 75% Design Review Workshop.
5. 75% Comment Review Workshop.
6. 75% Respond to Comments.

<b>Subtask 1.3.04</b>	<b>95% Design Submittal Package</b>
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The Contractor shall use the final 75% Design package including Comments and Cost Estimate to initiate 95% design. The Contractor shall verify design at 95% meets requirements set by the Pre-Design Report and BDR.

95% Design Plans shall include:

General	Architectural	Civil Engineer	Landscape Architect	Structural Engineer	Mechanical Engineer	Electrical Engineer
Location & Vicinity Map	Legend	Notes/Abbrev.	Notes/Ab/Plant List	General Notes	Notes & Dwg Index	Electrical Plans
Facility Plan	Abbreviations	Demo Plans	Landscape Plan	Notes/Abbrev.	Abb & Legend	Electrical Site Plan
Drawing Index	Demo Plans	Grading Plan	Permit Drawing (update)	Foundation Plan	Mechanical Site Plan	Panel Schedules
Code Data	Site Plan and Parking Plan	Topographic Survey	Irrigation Plan	Framing Plan	Piping Plan	Comm Plan
	Floor Plans	Site Plan	Details	Roof Plan	HVAC Plan	
	Roof Plan	Outside Piping		Foundation Details	Plumbing Plans	
	Ceiling Plans	Details		Details		
	Elevations					
	Interior Elevations					
	Building Sections					
	Wall Sections					
	Details					
	Schedules					

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. 95% Internal Project Design Team Coordination Meeting.
2. 95% Plans.
3. 95% Update LEED Scorecard.
4. 95% Design Review Workshop.
5. 95% Comment Review Workshop.

## 6. 95% Respond to Comments.

<b>Subtask 1.3.05</b>	<b>Final Design 100% Submittal</b>
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The Contractor shall use the final 95% Design package including Comments and Cost Estimate to initiate 100% design. No comment and response session is included in this submittal. Final Design 100% documents shall be used for permitting and bidding purposes. Drawings provided shall not be stamped and signed until required for permitting or as required by State ordinances.

100% Design Plans shall include:

General	Architectural	Civil Engineer	Landscape Architect	Structural Engineer	Mechanical Engineer	Electrical Engineer
Location & Vicinity Map	Legend	Notes/Abbrev.	Notes/Ab/Plant List	General Notes	Notes & Dwg Index	Electrical Plans
Facility Plan	Abbreviations	Demo Plans	Landscape Plan	Notes/Abbrev.	Abb & Legend	Electrical Site Plan
Drawing Index	Demo Plans	Grading Plan	Permit Drawing (update)	Foundation Plan	Mechanical Site Plan	Panel Schedules
Code Data	Site Plan and Parking Plan	Topographic Survey	Irrigation Plan	Framing Plan	Piping Plan	Comm Plan
	Floor Plans	Site Plan	Details	Roof Plan	HVAC Plan	
	Roof Plan	Outside Piping		Foundation Details	Plumbing Plans	
	Ceiling Plans	Details		Details		
	Elevations					
	Interior Elevations					
	Building Sections					
	Wall Sections					
	Details					
	Schedules					

**Activities/Deliverables:**

The Contractor shall complete the following:

1. 100% Plans.
2. 100% Update LEED Scorecard.

<b>Subtask 1.3.06</b>	<b>Specification Work</b>
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This task includes all division 1-17 specification work required for construction documents. This project shall be LEED Gold Certified by the GBCI. Specifications supporting Green Design Planning Session goals shall be written to require LEED submittals by the selected construction contractor. These submittals shall be used to achieve certification after building occupancy. LEED Specifications shall be adjusted at 75% and 95% Design based on PWB comments and design

**Activities/Deliverables:**

The Contractor shall complete the following:

1. 30% Specification List with LEED submittal specifications identified.
2. 75% Specifications.
3. 95% Specifications.
4. 100% Specifications.

5. LEED Submittal requirements for applicable specifications.

<b>Subtask 1.3.07</b>	<b>Operational Descriptions</b>
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The Contractor shall provide complete operational descriptions within the USGBC GBCI BDR format. This narrative document describes the intended usage of the facility, occupancy requirements, and associated building systems descriptions. This document shall also describe preliminary assumptions regarding operations and maintenance requirements for the facility. This document shall identify any ongoing commissioning and maintenance items related to the required LEED certification. This document, along with the PWB Owner's Project Requirements, shall be used as a submittal under Commissioning prerequisite for LEED certification and shall be reviewed by the PWB Building Commissioner at 30% milestone.

A BDR shall be generated and shall include refined 30% Design information focused on only the preferred concept and supporting information. The BDR shall include the 30% Plans, 30% Specification List, Updated LEED Scorecard, and shall summarize decisions made in workshops and meetings during the 30% Design phase. The BDR shall include refined 30% Design information focused on only the preferred concept and supporting information.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. BDR including Operational Narrative and Building Systems Descriptions.
2. Coordination and support for Owner's Project Requirements document.

**TASK 1.4 COST ESTIMATING**

The Contractor shall perform the following tasks:

- Subtask 1.4.01: Cost estimating Task 1.2 at 30%
- Subtask 1.4.02: Cost estimating Task 1.2 at 75%
- Subtask 1.4.03: Cost estimating Task 1.2 at 95%
- Subtask 1.4.04: Cost estimating Task 1.3 at 30%
- Subtask 1.4.05: Cost estimating Task 1.3 at 75%
- Subtask 1.4.06: Cost estimating Task 1.3 at 95%
- Subtask 1.4.07: Review Cost estimate at 30%
- Subtask 1.4.08: Review Cost estimate at 75%
- Subtask 1.4.08: Review Cost estimate at 95%

Construction Cost Estimates shall be provided at 30%, 75% and 95% Design. Task 1.1.01 describes construction cost estimating services provided for the Pre-Design Report. Construction Cost Estimates shall be reviewed with PWB at 75% and 95% Design.

The Contractor shall document all assumptions used in cost estimates and reasons for cost changes between each level of design. A qualified, professional cost estimator shall be used for all estimates

**TASK 1.5 PERMIT/BID SERVICES**

The Contractor shall perform the following tasks:

- Subtask 1.5.01: Respond to bid questions
- Subtask 1.5.02: Addenda
- Subtask 1.5.03: Permit Drawings/Specification and Calculation Coordination
- Subtask 1.5.04: Submit Permit Drawings/Specifications/Calculations to Bureau of Development Services

<b>Subtask 1.5.01</b>	<b>Respond to bid questions</b>
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The Contractor shall participate in two (2) pre-bid conferences. One (1) conference shall address Task 1.2 work and one (1) shall address Task 1.3 work. This work shall be managed by a single CM/GC contract. Contractor shall respond to bid questions distributed by the PWB Construction Manager (CM).

**Activities/Deliverables:****The Contractor shall complete the following:**

1. Attendance at two (2) pre-bid conferences.
2. Meeting notes from pre-bid conferences.
3. Response in writing to Bidder's questions.

<b>Subtask 1.5.02</b>	Addenda
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**Activities/Deliverables:****The Contractor shall complete the following:**

1. The Contractor shall prepare up to two (2) addenda each for Demolition, Temporary and Permanent facilities.

<b>Subtask 1.5.03</b>	Permit Drawings/Specification and Calculation Coordination
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The Contractor shall coordinate Project Design Team permit drawings, specifications and calculations. This effort shall require review of documents and BDS requirements for permit. This also may require production and formatting of selected partial documents to fulfill permit document requirements. The Contractor shall review the final packages for consistency and clarity of permit information pertaining to each permit.

**Activities/Deliverables:****The Contractor shall complete the following:**

1. Allow for coordination of three (3) permit drawings, specification and calculation submittals.

<b>Subtask 1.5.04</b>	Submit Permit Drawings/Specifications/Calculations to BDS
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The Contractor shall prepare and package the required drawings, specifications and calculations for BDS review. Three (3) packages shall be required: 1. Temporary Facilities, 2. Permanent Facilities, and 3. Demolition Work. The PWB shall pay any associated permitting fees.

**Activities/Deliverables:****The Contractor shall complete the following:**

1. Allow preparation of up to three (3) permit packages, including any associated forms. Some forms shall require collaboration with the PWB Project Manager or Project Representative.
2. Allow for attendance at intake meetings for up to three (3) permit packages.

**PHASE 2**

Construction observation and quality assurance activities and project closeout related activities for both temporary and permanent facilities. The Contractor shall complete all Phase 2 work three (3) times; once each for Temporary, Permanent and Demolition Work scopes.

**TASK 2.0 SUBMITTAL REVIEW AND APPROVAL ASSISTANCE**

The Contractor shall perform the following task:

Subtask 2.0.01: Submittal Review

<b>Subtask 2.0.01</b>	<b>Submittal Review</b>
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The Contractor shall review and approve or take other appropriate action upon the CM/GC's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor's action shall be taken within 14 business days. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the CM/GC as required by the Contract Documents. The Contractor's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Contractor, of any construction means, methods, techniques, sequences or procedures. The Contractor's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The Contractor shall maintain a record of submittals and copies of submittals supplied by the CM/GC in accordance with the requirements of the Contract Documents.

If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the CM/GC by the Contract Documents, the Contractor shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the CM/GC shall bear such professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. Response to Submittals within 14 business days. The contract budget provides for one hundred (100) submittals, assuming thirty (30) of these submittals shall require multiple reviews for Temporary, Permanent and Demolition Work.
2. Maintain submittal log and hard copies of submittals and responses.
3. Distribute and collect submittals to/from CM/GC and Consultants.

**TASK 2.1 REQUEST FOR INFORMATION (RFI) RESPONSE**

The Contractor shall perform the following task:

Subtask 2.1.01: Respond to RFIs

<b>Subtask 2.1.01</b>	<b>Respond to RFIs</b>
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The Contractor shall respond to consistently formatted RFIs submitted to the Contractor by the CM/GC.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. The Contractor shall respond to CM/GC Requests for Information within 14 business days. Three hundred (300) RFI responses for all facilities are budgeted.
2. Maintain RFI log and hard copies of submittals and responses.
3. Distribute and collect RFIs to/from CM/GC and Consultants.

**TASK 2.2 CONSTRUCTION OBSERVATION**

The Contractor shall perform the following tasks:

Subtask 2.2.01: Weekly site visit; including meetings  
 Subtask 2.2.01: Punch List  
 Subtask 2.2.01: Final Walk Through

<b>Subtask 2.2.01</b>	Weekly site visit; including meetings
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The Contractor shall conduct weekly site visits throughout the duration of construction. The Contractor shall observe construction progress. Any critical or time sensitive issues shall be brought to PWB Project Manager's attention in the weekly Field Report.

Art coordination shall be provided if requested in writing by the PWB Project Manager.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. Weekly Field Report and related photos – for each of the two project phases.

<b>Subtask 2.2.02</b>	Punch List
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The Contractor shall generate a Punch List of outstanding construction-related issues prior to the award of the Certificate of Occupancy. The Contractor shall generate two Punch Lists: 1) Preliminary Punch List and 2) Final Punch List following Contractor correction of initially punch listed issues. Contractor shall conduct separate Punch Lists as appropriate to discipline. These shall be assembled into the Punch Lists submitted to the CM/GC.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. Preliminary Punch List of interior, exterior and site issues – for each of the two project phases.
2. Final Punch List of interior, exterior and site issues – for each of the two project phases.

<b>Subtask 2.2.03</b>	Final Walk Through
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After CM/GC has remedied Punch List issues, Contractor and Consultants shall conduct a Final Walk Through.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. Conduct Final Walk Through – for each of the two project phases.
2. Generate and submit Certificate of Substantial Completion to PWB – for each of the two project phases.

**TASK 2.3 CONTRACTOR AS-BUILD DRAWINGS/NOTES**

The Contractor shall perform the following tasks:

Subtask 2.3.01: Compile Red-Line Drawings

Subtask 2.3.02: Addendums

Subtask 2.3.03: Complete, Review and Submit LEED Design/Construction Submittals

<b>Subtask 2.3.01</b>	Compile Red-Line Drawings
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The CM/GC shall compile all red-line documents in one (1) package and deliver to the Contractor. The Contractor shall translate the CM/GC as-build red-lines and field notes to electronic documents for delivery to PWB.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. Produce one (1) complete set of hard copy and one (1) electronic set of as-build drawings in PDF format

within 21 business days of receipt of complete red-line package from CM/GC.

<b>Subtask 2.3.02</b>	Addendums
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**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. Per Subtask 1.5.02, Contractor shall allow six (6) addenda within each of the two project phases.

<b>Subtask 2.3.03</b>	Complete, Review and Submit LEED Design/Construction Submittals
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**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. Contractor shall complete GBCI LEED submittal templates, additional submittal proofs for credits assigned to Contractor design team. CM/GC shall complete credits assigned to CM/GC.
2. Contractor shall review all submittals for completeness including CM/GC submittals.
3. Contractor shall submit complete Design and Construction credits to GBCI for review.

**NOTE:** All USGBC certification fees to be provided by the PWB.

**TASK 2.4 WARRANTY, GUARANTEE AND ACCREDITATION ASSISTANCE**

The Contractor shall perform the following tasks:

Subtask 2.4.01: Submittal and RFP Review (warranty/guarantee)  
 Subtask 2.4.02: Response to USGBC – LEED Submittal  
 Subtask 2.4.03: Meetings

<b>Subtask 2.4.01</b>	Submittal and RFP Review (warranty/guarantee)
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**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. The Contractor shall review and approve or take other appropriate action upon the CM/GC's submittals of the Warranty/Guarantee package.

<b>Subtask 2.4.02</b>	Response to USGBC – LEED Submittal
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The Contractor assumes the USGBC GBCI shall conduct one (1) Design and Construction Review. Response to this Review (per GBCI) must occur within twenty-five (25) business days. The Contractor allows for the response package to include one (1) credit clarification request. One (1) additional Innovation Credit may develop at this time. The Contractor shall provide management of this process and shall submit final response package to the GBCI online for Final Design and Construction Review.

**Activities/Deliverables:**

**The Contractor shall complete the following:**

1. Management of GBCI Review process and submission of the Preliminary and Final Response package to the GBCI online for Final Design and Construction Review.

<b>Subtask 2.4.03</b>	Meetings
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**Activities/Deliverables:**

The Contractor shall complete the following:

1. Attend one (1) meeting for review of Warranty/Guarantee package with CM/GC and PWB Project Manager.
2. Attend two (2) meetings for review of Preliminary and Final LEED packages with PWB Project Manager, CM/GC or Consultants, as needed.

**CONTRACTOR PERSONNEL**

The Contractor shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
JEFF MCGRAW, AIA	PRINCIPAL-IN-CHARGE
JEAN E. VON BARGEN, AIA, LEED A.P.	PROJECT MANAGER/ARCHITECT

**SUBCONTRACTORS**

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
KPFF ENGINEERS	CIVIL ENGINEER
LANGO HANSEN	LANDSCAPE ARCHITECT
ABHT STRUCTURAL ENGINEERS	STRUCTURAL ENGINEER
INTERFACE ENGINEERING	MECHANICAL ENGINEER
MEC ENGINEERING	ELECTRICAL ENGINEER
PBS ENVIRONMENTAL	LEED/ENVIRONMENTAL/GEOTECHNICAL
ARCHITECTURAL COST CONSULTANTS	COST ESTIMATOR

The City shall enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subcontractor Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

**COMPENSATION**

Contractor shall be paid the not to exceed amount of **\$1,885,034**. The Contractor shall be paid based on its hourly rates, costs incurred in paying its subcontractors, if any, plus any authorized expenses, as set forth in the attached Attachment 1 - 2010 Fee with Subtask Data. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by the contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

**PAYMENT TERMS: Net 30 Days****Hourly Rates**

The Contractor shall be reimbursed in accordance with the rates listed on the attached Exhibit A, Summary of Project Fee.

**Subcontractor Costs**

Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. The maximum markup on subcontractor services shall not exceed 5%.

**Adjustment of Labor Rates Due to Inflation**

Annual adjustment of hourly rates will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the contract;
- No more than one increase shall be granted per contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased. Increases to labor rates shall not increase the not-to-exceed amount of **\$1,885,034**.

**Progress Payments**

On or before the 15<sup>th</sup> of each month, the Contractor shall submit to the Water Bureau's Accounts Payable an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, tasks performed, and the percentage of work successfully completed for each task. The Contractor shall also attach photocopies of claimed reimbursable expenses. The PWB's Project Manager shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Contractor shall develop a billing format for approval by the PWB. Invoices shall either be e-mailed to: [wb.accountspayablesection@ci.portland.or.us](mailto:wb.accountspayablesection@ci.portland.or.us) (this is the preferred method) or sent to:

City of Portland Water Bureau  
Attn: Portland Water Bureau Accounts Payable  
1120 SW 5<sup>th</sup> Avenue, Room 609  
Portland, OR 97204

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

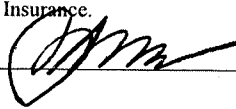
The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the Bureau to Contractor.

## INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

## SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Contractor Signature



Date

9/3/2010

Entity

ARCHITECT

**If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.**

## SECTION B

**ORS 670.600 Independent contractor standards.** As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

## SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- ☐ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- ☐ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- ☐ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- ☐ D. Labor or services are performed only pursuant to written contracts;
- ☐ E. Labor or services are performed for two or more different persons within a period of one year; or
- ☐ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date


**CONTRACTOR SIGNATURE:**

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

**Michael Willis Architects**

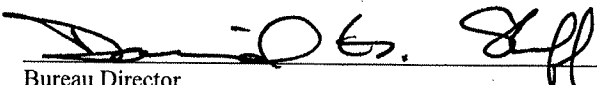
BY:  Date: 9/3/2010

Name: JEFFREY J. MCGRAW, AIA

Title: PRINCIPAL / V.P.

Contract No. 30001654Contract Title: Interstate Maintenance Facility Rehabilitation Project – Design Services

## CITY OF PORTLAND SIGNATURES:

By:  Date: 09.24.2010  
Bureau Director

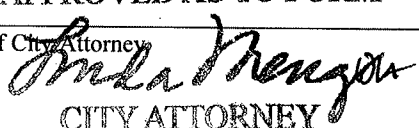
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Procurement Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elected Official

Approved:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Auditor

Approved as to Form:

By: APPROVED AS TO FORM Date: 9/13/10  
Office of City Attorney   
CITY ATTORNEY

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Subtotal by Discipline																																																																																			
Task 1.4 - Cost Estimating																																																																																			
Subtask 1.4.01 - 1.2 @ 30%																																																																																			
Subtask 1.4.02 - 1.2 @ 75%																																																																																			
Subtask 1.4.03 - 1.2 @ 95%																																																																																			

Subtask 1.4.04 - 1.3 @ 30%	0	0	0	0	\$0.00	0	0	0	0	0	\$0.00	0	0	0	0	\$0.00	0	15	0	0	0	\$2,325.00	0	0	\$0.00	42	76	10	\$11,724.96	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$14,049.96							
Subtask 1.4.05 - 1.3 @ 75%	0	0	0	0	\$0.00	0	0	0	0	0	\$0.00	0	0	0	0	\$0.00	0	15	0	0	0	\$2,325.00	0	0	\$0.00	50	120	16	\$16,365.20	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$18,690.20							
Subtask 1.4.06 - 1.3 @ 95%	0	0	0	0	\$0.00	0	0	0	0	0	\$0.00	0	0	0	0	\$0.00	0	17	0	0	0	\$2,635.00	0	0	\$0.00	40	76	13	\$11,773.96	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$14,408.96							
Subtask 1.4.07 - Review 30% Cost Estimate	0	4	0	0	\$440.00	2	0	0	0	0	\$324.00	2	0	0	0	\$216.00	2	0	0	0	0	\$248.40	2	0	\$270.00	15	10	5	\$3,189.60	2	0	0	0	\$262.50	0	0	0	0	0	0	0	\$0.00	\$5,330.50							
Subtask 1.4.08 - Review 75% Cost Estimate	0	4	0	0	\$440.00	2	0	0	0	0	\$324.00	2	0	0	0	\$216.00	2	0	0	0	0	\$248.40	2	0	\$270.00	20	15	5	\$4,189.40	2	0	0	0	\$262.50	0	0	0	0	0	0	0	\$0.00	\$6,330.30							
Subtask 1.4.09 - Review 95% Cost Estimate	0	4	0	0	\$440.00	2	0	0	0	0	\$324.00	2	0	0	0	\$216.00	4	0	0	0	0	\$496.80	2	0	\$270.00	15	10	3	\$2,979.60	2	0	0	0	\$262.50	0	0	0	0	0	0	0	\$0.00	\$5,368.90							
Sum of Hours	0	12	0	0		6	0	0	0	0		6	0	0	0		8	0	0	0	0		6	0		230	401	70		6	0	0	0		0	0	0	0	0	0	0									
Subtotal by Discipline	0	1320	0	0		972	0	0	0	0		648	0	0	0		993.6	0	0	0	0		1140	11005	0	0	0		810	0		30590	26851	7350		787.5	0	0	0	0	0	0	0		\$12,407					
Task 1.5 - Permit/Bid Services (Task 1.2 + 1.3)																																																		
Subtask 1.5.01 Respond to Bid Questions	4	80	60	24	\$17,224.00	0	4	4	0	0	\$855.20	0	2	0	0	\$160.00	0	4	0	0	0	\$410.40	1	3	10	2	5	\$2,380.00	8	0	\$1,080.00	0	0	0	\$0.00	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$22,109.60	
Subtask 1.5.02 Addenda (Allow MWA 2)	0	24	84	48	\$14,692.80	0	4	16	8	0	\$2,675.20	0	4	8	0	\$795.20	4	20	20	12	2	\$5,324.40	2	6	20	4	4	\$4,370.00	4	24	\$2,354.40	0	0	0	\$0.00	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$30,212.00	
Subtask 1.5.03 Permit Drawings / Specs /Calcs Coord	0	72	48	80	\$19,065.60	0	8	8	8	0	\$2,390.40	0	0	0	0	\$0.00	4	8	16	8	0	\$3,348.00	0	4	12	4	0	\$2,460.00	2	6	\$723.60	0	0	0	\$0.00	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$27,987.60	
Subtask 1.5.04 Submit Permit Drawings/Specs/Calcs	0	120	0	48	\$17,088.00	0	0	0	0	0	\$0.00	0	0	0	0	\$0.00	0	0	0	0	0	\$0.00	1	4	8	4	4	\$2,430.00	0	4	\$302.40	0	0	0	\$0.00	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$19,820.40	
Sum of Hours	4	296	192	200		0	16	28	16	0		0	6	8		8	32	36	20	2		4	17	50	14	13		14	34		0	0	0		0	0	0	0	0	0	0	0								
Subtotal by Discipline	648	32560	18662	16200		0	1901	2660	1360	0		0	480	475.2		993.6	3283	3305	1404	97.2		760	2635	6000	1400	845		1890	2570		0	0	0		0	0	0	0	0	0	0	0		\$100,130						
Subtotal - Hours	124	1786	2084	1954		23	361	488	326	96		221	206	264		272	478	228	292	18		52	403	492	358	336		311	772		248	401	70		64	60	4	0		36	90	60	82	24	52	0	56			
Subtotal - Fees	\$577,387					\$127,403					\$56,030					\$125,129						\$189,025						\$100,348		\$67,185		\$13,320		\$43,670												\$1,299,496				
Phase 2 (Tasks 1.2 + 1.3)																																																		
Task 2.0 - Submittal Review and Approval Assistance																																																		
Subtask 2.0.01 Submittal Review (max. 300 total proj)	0	120	200	620	\$82,860.00	0	8	24	0	8	\$3,790.40	2	4	0	0	\$536.00	0	8	64	0	0	\$6,696.00	0	6	48	8	3	\$7,685.00	48	8	\$7,084.80	0	0	0	\$0.00	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$108,652.20	
Sum of Hours	0	120	200	620		0	8	24	0	8		2	4	0		0	8	64	0	0		0	6	48	8	3		48	8		0	0	0		0	0	0	0		0	0	0	0	0	0	0				
Subtotal by Discipline	0	13200	19440	50220		0	950.4	2280	0	560		216	320	0		0	820.8	5875	0	0		0	930	5760	800	195		6480	604.8		0	0	0		0	0	0	0		0	0	0	0	0	0	0		\$108,652		
Task 2.1 - RFI Response																																																		
Subtask 2.1.01 Respond to RFI	8	240	480	100	\$82,452.00	0	16	32	0	0	\$4,940.80	4	12	40	0	\$3,768.00	8	40	40	0	0	\$8,769.60	0	6	24	12	4	\$5,270.00	8	64	\$5,918.40	0	0	0	\$0.00	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$111,118.80	
Sum of Hours	8	240	480	100		0	16	32	0	0		4	12	40		8	40	40	0	0		0	6	24	12	4		8	64		0	0	0		0	0	0	0		0	0	0	0	0	0	0				
Subtotal by Discipline	1296	26400	46656	8100		0	1901	3040	0	0		432	960	2376		993.6	4104	3672	0	0		0	930	2880	1200	260		1080	4836		0	0	0		0	0	0	0		0	0	0	0	0	0	0		\$111,118		
Task 2.2 - Construction Observation																																																		
Subtask 2.2.01 Weekly Site Visit	8	84	36	124	\$24,079.20	0	8	10	0	0	\$1,662.80	7	20	0	0	\$2,356.00	16	40	0	0	0	\$6,091.20	4	16	24	8	8	\$7,440.00	16	0	\$2,160.00	0	0	0	\$0.00	0	0	0	0	\$0.00	6	12	0	0	40	0	260	12	\$26,720.00	\$70,509.20
•Public Art-Coordination + Installation	0	48	100	220	\$32,820.00	0	0	0	0	0	\$0.00	0	0	0	0	\$0.00	0	0	0	0	0	\$0.00	0	0	0	0	0	\$0.00	0	0	\$0.00	0	0	0	\$0.00	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$32,820.00	
Subtask 2.2.02 Punch List	0	48	0	80	\$11,760.00	0	0	0	0	0	\$0.00	3	6	0	0	\$804.00	0	0	0	0	0	\$0.00	2	4	8	0	2	\$2,090.00	8	0	\$1,080.00	0	0	0	\$0.00	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$15,734.00	
Subtask 2.2.03 Final Walk Through	0	12	0	12	\$2,292.00	0	0	0	0	0	\$0.00	3	6	0	0	\$804.00	0	0	0	0	0	\$0.00	2	4	8	0	2	\$2,090.00	0	0	\$0.00	0	0	0	\$0.00	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$5,186.00	
Sum of Hours	8	192	136	436		0	6	10	0	0		13	32	0		16	40	0	0	0		8	24	40	8	12		24	0		0	0	0		0	0	0	0		6	12	0	0	40	0	260	12			
Subtotal by Discipline	1296	21120	13219	35316		0	712.8	950	0	0		1404	2560	0		1987.2	4104	0	0	0		1520	3720	4800	800	780		3240	0		0	0	0		0	0	0	0		1080	1680	0	0	3800	0	19500	680		\$124,244	
Task 2.3 - Compile Contractor As-Built Drawings/Notes																																																		
Subtask 2.3.01 Compile Red-Line Drawings	0	64	0	80	\$13,520.00	0	2	4	12	0	\$1,637.60	2	4	16	0	\$1,488.40	0	40	0	40	0	\$6,912.00	1	4	8	24	8	\$4,690.00	8	60	\$5,616.00	0	0	0	\$0.00	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$33,862.00	
Subtask 2.3.02 Addenda (Allow 4)	0	24	0	80	\$9,120.00	0	2	0	4	0	\$577.60	0	4	0	0	\$320.00	0	2	0	4	0	\$488.00	1	4	8	4	8	\$2,690.00	4	12	\$1,447.20	0	0	0	\$0.00	0	0	0	0	\$0.00	0	0	0	0	0	0	0	\$0.00	\$14,840.80	
Subtask 2.3.03 Submit Design/Construction LEED Su	0	48	0	120	\$15,000.00	0	0	16	0	0	\$1,520.00	0	16	0	0	\$1,280.00	0	0	0	0	0	\$0.00	0	8	24	16	4	\$5,980.00	16	0	\$2,160.00	0	0	0	\$0.00	20	56	16	8	\$8,407.00	0	0	0	0	0	0	0	\$0.00	\$34,347.00	
Sum of Hours	0	136	0	280		0	4	20	16	0		2	24	16		0	42	0	44	0		2	16	40	44	20		28	72		0	0	0		20	56	16	8		0	0	0	0	0	0	0				
Subtotal by Discipline	0	14960	0	22680		0	475.2	1900	1360	0		216	1920	950.4		0</																																		