AMENDMENT NO. 8

CONTRACT NO. 30001654

FOR

Interstate Maintenance Facility Rehabilitation Project - Design Services

This Contract was made and entered by and between <u>Michael Willis Architects</u> , hereinafter ca Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and the duly authorized representatives, hereinafter called City.	alled rrough its

The Contract is hereby amended as follows:

Pursuant to Ordinance No.

1. Additional work is necessary to complete Phase 1 of this project. The specific work for the Phase 1 subtasks are as follows:

A. Task 1.0.05: Quality Management

The Contractor shall continue to attend bi-monthly meetings as described in the original contract and any subsequent amendments up through May 20, 2013.

Activities/Deliverables:

The Contractor shall complete the following:

- 1) Attend project meeting bi-monthly as described in the original contract and any subsequent amendments.
- 2) Review meeting minutes and comment for bi-monthly meetings as described in the original contract and any subsequent amendments.

The total for work added to Task 1.0.05 shall not exceed \$4,400.

B. Task 1.0.06: General Project Management and Support

The Contractor shall continue to provide project communications as described in the original contract and any subsequent amendments up through May 20, 2013.

Activities/Deliverables:

The Contractor shall complete the following:

- 1) Telephone conversations and notes as described in the original contract and any subsequent amendments.
- 2) E-mail correspondence as described in the original contract and any subsequent amendments.
- 3) Written correspondence as described in the original contract and any subsequent amendments.
- 4) Internal project notes in Microsoft Outlook and OneNote as described in the original contract and any subsequent amendments.

The total for work added to Task 1.0.06 shall not exceed \$10,222.80.

C. Task 1.3.04: 95% Design Submittal Package

The Contractor shall continue the work for this task as described in the original contract and any subsequent amendments through May 20, 2013. The Contractor shall deliver the 95% design to the Portland Water Bureau (PWB) Project Manager (PM) by October 22, 2012. The design of utilities, slab, and performance specifications for a heated vehicle storage facility shall be added to this task.

Activities/Deliverables:

The Contractor shall complete the following:

- 1) 95% Internal Project Design team Coordination Meeting as described in the original contract and any subsequent amendments.
- 2) 95% Plans, including foundation design, plumbing design through slab, utility service design and vendor designed metal building system specification for heated vehicle storage facility as described in the original contract and any subsequent amendments.
- 95% Update LEED Scorecard as described in the original contract and any subsequent amendments.
- 4) 95% Design Review Workshop as described in the original contract and any subsequent amendments.
- 5) 95% Comment Review Workshop as described in the original contract and any subsequent amendments.
- 6) 95% Respond to Comments as described in the original contract and any subsequent amendments.

The total for work added to Task 1.3.04 shall not exceed \$163,009.32.

D. Task 1.3.05: Final Design 100% Submittal

The Contractor shall continue the work for this task as described in the original contract and any subsequent amendments up through May 20, 2013. The Contractor shall provide the final design to the PWB PM by January 10, 2013. All Permitting efforts shall be extended through May 20, 2013.

Activities/Deliverables:

The Contractor shall complete the following:

- 1) Final Internal Project Design team Coordination Meeting as described in the original contract and any subsequent amendments.
- 2) Final Plans, including foundation design, plumbing design through slab, utility service design and vendor designed metal building system specification for heated vehicle storage facility.
- 3) Final Update LEED Scorecard as described in the original contract and any subsequent amendments.
- 4) Final Design Review Workshop as described in the original contract and any subsequent amendments.
- 5) Final Comment Review Workshop as described in the original contract and any subsequent amendments.
- 6) Final Respond to Comments as described in the original contract and any subsequent amendments.

The total for work added to Task 1.3.05 shall not exceed \$142,890.38.

E. <u>Task 1.3.06</u>: Specification Work

The Contractor shall perform specification work as described in the original contract and

any subsequent amendments for the newly added heated vehicle storage facility slab.

Activities/Deliverables:

The Contractor shall complete the following:

- 1) 75% specifications for the heated vehicle storage facility.
- 2) 95% specifications for the heated vehicle storage facility.
- 3) Final specifications for the heated vehicle storage facility.

The total for work added to Task 1.3.06 shall not exceed \$32,925.60.

F. Task 1.5.04: Submit Permit Drawings/Specifications/Calculations to BDS

The Contractor shall continue with the permitting efforts as described in the original contract and any subsequent amendments up through May 20, 2013.

Activities/Deliverables:

The Contractor shall complete the following:

- One pre-application package for Bureau of Development Services (BDS) review for completeness.
- 2) Four sets of construction documents to BDS.
- 3) Check sheet review and response; number of responses dependent on BDS review.

The total for work added to Task 1.5.04 shall not exceed \$11,546.40.

- G. The total for all work added to Phase 1 shall not exceed \$364,994.50.
- Phase 2 of the project shall be revised as follows:
 - A. Delete the summary of Phase 2 and replace with the following:

Phase 2 - Services of the Contract are for Construction Services which include construction observation, quality assurance, and project closeout related activities for both Phase 1 (Part 1) - Shop and Stores Warehouse (SSW) Building and Site and Phase 2 (Part 2) - Maintenance (MNT) Building and Site of construction. The Contractor shall complete all Phase 2 - services work as described below and as directed by the PWB PM. The quantities provided are for both Parts of construction all together and may be split between Part 1 and Part 2 as necessary for completion of the entire project.

B. Delete Task 2.0: Submittal Review and Approval Assistance in its entirety and replace with the following:

TASK 2.0 SUBMITTAL REVIEW AND APPROVAL ASSISTANCE

The Contractor shall perform the following tasks:

Subtask 2.0.01:

Submittal Reviews

Subtask 2.0.02:

Resubmittal Reviews

Subtask 2.0.01

Submittal Reviews

The Contractor shall review and provide comments to submittals upon request by the PWB PM. Submittal review may be requested for individual Submittal Items, defined as a single specific item requested by the Contract Documents such as a Shop Drawing, Product Data, Sample, Work Plan or Procedure, etc., or for Submittal Packages consisting of multiple

Submittal Items relating to a definable feature of work. The PWB PM may elect to send a Submittal Package to Contractor for review with specific items marked as "Informational" that do not require review by the Contractor but that are included in order to provide clarity to other items in the package. The Contractor's review of submittals is only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. It is not the intent for the Contractor to duplicate the submittal review by the Construction Manager / General Contractor (CM/GC) required for criteria such as coordination of trades and disciplines, 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.

It is the Contractor's responsibility to coordinate and consolidate submittal reviews with their subcontractors and provide one set of succinct comments to the PWB PM. However, in order to expedite submittal handling and processing, upon written approval by the PWB PM the Contractor may designate certain submittals to be sent directly from the PWB PM to a subcontractor who shall have primary review responsibilities for the submittal.

Activities/Deliverables:

The Contractor shall complete the following:

 Review and provide comments to Submittals within seven (7) calendar days of review request by PWB PM. The contract budget provides for review of six hundred (600) Submittal Items.

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Resubmittal Reviews

Upon request by the PWB PM, the Contractor shall review and provide comments to submittals that had previously been returned with a status of "Revise and Resubmit". The same conditions that apply to Submittal Review (Subtask 2.0.01) apply to this subtask

Activities/Deliverables:

The Contractor shall complete the following:

 Review and provide comments to resubmittals within seven (7) calendar days of review request by PWB PM. The contract budget provides for review of one hundred fifty (150) resubmittals.

The total for work added to Task 2.0 shall not exceed \$220,253.20.

C. Delete Task 2.1: Request for Information (RFI) Response in its entirety and replace with the following:

TASK 2.1 REQUEST FOR INFORMATION (RFI) RESPONSE

The Contractor shall perform the following task:

Subtask 2.1.01: Respond to RFIs

Subtask 2.1.01

Respond to RFIs

The Contractor shall review and respond to Requests for Information (RFI) upon request by the PWB PM. It is the Contractor's responsibility to coordinate and consolidate RFI reviews with their subcontractors and provide one succinct response to the PWB PM. However, in order to expedite RFI handling and processing, the Contractor may designate certain RFIs to be sent directly from the PWB PM to a subcontractor who shall have primary review

responsibilities for the RFI. In addition to RFIs, the Contractor may be required to provide input, stamp drawings or respond in writing to Construction Change Directives (CCDs) or potential Change Orders under this task item as directed by the PWB PM.

Activities/Deliverables:

The Contractor shall complete the following:

1) The Contractor shall review and respond to PWB PM Requests for Information within seven (7) calendar days. The contract budget provides for review of six hundred (600) RFIs.

The total for work added to Task 2.1 shall not exceed \$144,257.60.

D. Delete Task 2.2: Construction Observation in its entirety and replace with the following:

TASK 2.2 CONSTRUCTION OBSERVATION

The Contractor shall perform the following tasks:

Subtask 2.2.01:

Attend Construction Progress Meetings

Subtask 2.2.02:

Prepare Punch Lists

Subtask 2.2.03:

Perform Final Walk Throughs

Subtask 2.2.04:

Review Construction Progress Meeting Notes

Subtask 2.2.05: Subtask 2.2.06: Attend Pre-Construction Activity Meetings Subtask

Perform Site Visits and Observations

Subtask 2.2.01

Attend Construction Progress Meetings

The Contractor shall attend construction progress meetings upon request by the PWB PM. The PWB PM shall request that informal site observations be performed in conjunction with the construction progress meetings. These informal site observations shall not require an observation report to be prepared by Contractor. This subtask does not include reviewing the construction progress meeting notes; reviewing the notes shall occur in subtask 2.2.02.

Activities/Deliverables:

The Contractor shall complete the following:

1) Attend construction progress meetings. The contract budget provides for attending up to ninety (90) progress meetings estimated at 2-hours each.

Subtask 2.2.02

Prepare Punch Lists

The Contractor shall generate a Punch List of outstanding construction-related issues prior to the PWB PM awarding the Certificate of Completion for each facility. The Contractor shall generate a Punch List for the Phase 1 (SSW Building and Site) and Phase 2 (MNT Building and Site). Contractor shall conduct site walkthroughs to identify the Punch List items as part of this subtask.

Activities/Deliverables:

The Contractor shall complete the following:

1) Punch Lists for the Phase 1 (SSW Building and Site) and Phase 2 (MNT Building and Site).

Subtask 2.2.03

Final Walk Throughs

After CM/GC has remedied Punch List issues, the Contractor shall conduct Final Walk Throughs to verify the issues have satisfactorily been remedied.

Activities/Deliverables:

The Contractor shall complete the following:

 Conduct Final Walk Throughs for Phase 1 (SSW Building and Site) and Phase 2 (MNT Building and Site).

Subtask 2.2.04

Review Construction Progress Meeting Notes

The Contractor shall review notes of all construction progress meetings, regardless of whether the Contractor was represented at the meeting and provide comments on the notes as necessary.

Activities/Deliverables:

The Contractor shall complete the following:

 Review and provide comments on construction progress meeting notes. The contract budget provides for reviewing notes from up to one-hundred eighty (180) progress meetings.

Subtask 2.2.05

Attend Pre-Construction Activity Meetings

The Contractor shall attend pre-construction activity meetings upon request by the PWB PM. Pre-construction activity meetings are held to review the Contract requirements of definable features of work with the CM/GC prior to starting work on the activity. Site observations may be preformed as part of these meetings in order to review pre-activity work such as site preparation and mockups. This subtask includes reviewing the notes from the meeting.

Activities/Deliverables:

The Contractor shall complete the following:

 Attend pre-construction activity meetings. The contract budget provides for attending up to forty (40) meetings estimated at 4-hours each.

Subtask 2.2.06

Perform Site Visits and Observations

The Contractor shall perform site visits to observe construction progress and as required for the Designer of Record by the building code. Whenever possible, the Contractor shall combine site visits conducted as required by the building code with visits made to document construction progress. The Contractor shall prepare a field report documenting the observations made during each visit.

Activities/Deliverables:

The Contractor shall complete the following:

 Conduct field visits and observation and prepare field reports documenting the observations, including related photos. The contract budget provides for performing up to forty (40) field visits.

The total for work added to Task 2.2 shall not exceed \$62,888.

E. Delete Task 2.3: Contractor As-Build Drawings/Notes in its entirety and replace with the following:

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

Subtask 2.3.01

Compile Red-Line Drawings

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-built drawings in native as well as PDF format 21 business days of receipt of complete redline package from PWB PM.

Subtask 2.3.02

Addendums

Activities/Deliverables:

The Contractor shall complete the following:

1) No work under this task item.

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

Activities/Deliverables:

The Contractor shall complete the following:

- 1) Contractor shall complete Green Building Certification Institute (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.

The Contractor shall de-obligate \$14,640.80 from Task 2.3.

Delete Task 2.4: Warranty, Guarantee and Accreditation Assistance in its entirety and F. replace with the following:

The Contractor shall perform the following tasks:

Subtask 2.4.01: Not used

Subtask 2.4.02;

Response to USGBC - LEED Submittal

Subtask	< 2.4.01

Not used

Subtask 2.4.02

Response to USGBC - LEED Submittal

The Contractor assumes the United States Green Building Council (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.

The Contractor shall de-obligate \$28,051.61 (28051.88) from Task 2.4.

G. Add Task 2.5 to the Contract as follows:

TASK 2.5 RISK MITIGATION

The Contractor shall perform the following tasks: Subtask 2.5.01: Risk Mitigation

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Subtask 2.5.01	Risk Mitigation

Activities/Deliverables:

The Contractor shall complete the following:

 The Contractor shall perform Construction Services tasks currently listed in Phase 2 as needed by the PWB PM upon written request.

The total for work added to Task 2.5 shall not exceed \$101,937.60.

- H. The total for work added to Phase 2 shall not exceed \$486,643.72.
- MWA Consultant Coordination shall increase by \$17,900.28 for a new total of \$80,268.
- 4. The grand of this amendment shall not exceed \$869,538.50.
- 5. The attached Exhibit A replaces all previous budget details for this contract. The new not-to-exceed amount of this contract is \$3,224,030.50.
- 6. The Contract shall be extended through December 31, 2015.

All other terms and conditions shall remain unchanged and in full force and effect.

Contract No. <u>30001654</u>	Amendment/Change Order No8
Contract Title: Interstate Maintenance Facility Rehabi	ilitation Project – Design Services
CONTRACTOR SIGNATURE:	
This contract amendment may be signed in two (2) or r an original, and which, when taken together, shall cons	more counterparts, each of which shall be deemed stitute one and the same contract amendment.
The parties agree the City and Contractor may conduct use of electronic signatures.	t this transaction by electronic means, including the
Michael Willis Architects	
By: My	Date:
Name: JEFF MGRAW, A/A	
Title: PRINCIPAL	
Address: 70 NW COUCH, SUIT	The 401, 07209
Telephone: 503 973-5151	

Contract No. <u>30001654</u>	Amendment/Change Order No8
Contract Title: Interstate Maintenance Facility	Rehabilitation Project – Design Services
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CITY OF PORTLAND SIGNATURES:	
Ву:	Date:
Chief Procurement Officer	
By:	Date:
Elected Official	
Approved:	
By: Office of City Auditor	Date:
The of only Addition	
Approved as to Form: APPROVED AS TO	,
By: James H. Vo	in Dykest Date: 8/24/12
Office of City Attorney	7

185640

MWA Architects Contract 30001654
Amendment #8 - Exhibit A
City of Portland - RFP #WTR 061 - Interstate Maintenance Facility Rehabilitation Project
Architectural and Fooineering Design Services

Architectural and Engineering Design Services	itenance Facility Renabilitation Project						185640
Architoctural Princeal in Charge (PIC) Jeffrey J. McGraw, AIA (\$162hv) Project Manager (PIN) Jean E. von Bargen, AIA, LEED, (\$110hv) Project Dazigner/Spacs (PD) (\$97hr)	Landscapo (M/W/ESB) Prinopal in Charge (P/C) Jene Hansen Landscape Archked (I.A) Technical Support (Tech)	(\$1084r) (\$804r) (\$594r)	Mechanica/Data Proripal in Charge (PIC) Project Manager (PM) Project Dasigner (PD)	Cost Estimating	czokowaki	Geotechnical Engineer	Fulling Stin Arch (\$180hu) SDW Prospal (PC) (\$120hu) (\$140hu) SDW CAU (\$80hu) (\$130hu) KPF (\$141hu)
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AT Consultants
Trevithlings Exper
ProneFax (Allow)
Printing (Allow)
Messenger Services
Presentation Graphic
Amendment 6

Water College College

185640

\$2,815 \$13,800 \$500 \$500 \$3,750 \$21,865 \$3 200 224 63

Envelope Consultant
Amendment 7. Building Envelope Review (40
Subtotal E
SUBTOTAL

Amendment 7; SKM Conversion (MEC consultant)
Subtotal SKM C

Survey Services (M/WESB) (Amendment #2)
Attend Meetings/Convert Prior Survey to AutoCAD
Amendment 5_Additional Surveying Services
Subtotal Survey Servi

TOTAL FEE