

AMENDMENT NO. 8CONTRACT NO. 30001654

FOR

Interstate Maintenance Facility Rehabilitation Project – Design Services

Pursuant to Ordinance No. \_\_\_\_\_

This Contract was made and entered by and between Michael Willis Architects, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

The Contract is hereby amended as follows:

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.
- 3) 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. Task 1.3.06: 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:**

- 1) 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.**

**2. 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 |

<b>Subtask 2.0.01</b>	<b>Submittal Reviews</b>
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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:**

- 1) 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.

<b>Subtask 2.0.02</b>	<b>Resubmittal Reviews</b>
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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:**

- 1) 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

<b>Subtask 2.1.01</b>	<b>Respond to RFIs</b>
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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: | Attend Pre-Construction Activity Meetings Subtask |
| Subtask 2.2.06: | Perform Site Visits and Observations              |

<b>Subtask 2.2.01</b>	Attend Construction Progress Meetings
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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.

<b>Subtask 2.2.02</b>	Prepare Punch Lists
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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).

<b>Subtask 2.2.03</b>	<b>Final Walk Throughs</b>
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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:**

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

<b>Subtask 2.2.04</b>	<b>Review Construction Progress Meeting Notes</b>
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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:**

- 1) 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.

<b>Subtask 2.2.05</b>	<b>Attend Pre-Construction Activity Meetings</b>
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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 performed 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:**

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

<b>Subtask 2.2.06</b>	<b>Perform Site Visits and Observations</b>
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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:**

- 1) 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
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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 red-line package from PWB PM.

Subtask 2.3.02	Addendums
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**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
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**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.

- F. Delete Task 2.4: **Warranty, Guarantee and Accreditation Assistance** in its entirety and 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
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**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

**Subtask 2.5.01****Risk Mitigation****Activities/Deliverables:**

**The Contractor shall complete the following:**

- 1) 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.

3. 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.



185640

Contract No. 30001654 Amendment/Change Order No. 8Contract Title: Interstate Maintenance Facility Rehabilitation Project - Design Services

## CONTRACTOR SIGNATURE:

This contract amendment 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 contract amendment.

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

Michael Willis ArchitectsBy: 

Date:

23 AUG 2012Name: JEFF MCGRAW, AIATitle: PRINCIPALAddress: 70 NW COUTH, SUITE 401, 97209Telephone: 503 973-5151

185640

Contract No. 30001654 Amendment/Change Order No. 8

Contract Title: Interstate Maintenance Facility Rehabilitation Project – Design Services

**CITY OF PORTLAND SIGNATURES:**

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

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

Approved:

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

Approved as to Form: **APPROVED AS TO FORM**

By: James H. Van Dyke Date: 8/24/12  
Office of City Attorney  
CITY ATTORNEY

TABLE 1

185640

30,268

REIMBURSABLES (Allow)		
All Consultants		\$500
Travel/Mileage Expenditure		\$800
Phone/Fax (Allow)		\$8,000
Printing (Allow)		\$500
Messenger Services (Allow)		\$2,000
Presentation Graphics (Allow)		\$1,000
Amendment 6		\$12,700.88
SUBTOTAL		\$3,161,010.12
Envelope Consultant		
Amendment 7, Building Envelope Review (40 hours) Facade Group		\$6,400.00
SUBTOTAL		\$3,167,410.12
Consultant		
Amendment 7, SKM Conversion (MEC consultant)		\$14,000.00
SUBTOTAL		\$3,181,410.12
Geotechnical Expenses		
Design Support - Laboratory Testing		\$2,815
Design Support - Subcontractors Estimate (Drilling/CPT)		\$13,800
Infiltration - Laboratory Testing		\$640
Amendment 6 - Geotech Lab Samples		\$600
Infiltration - Subcontractors Estimate (Drilling+)		\$3,700
SUBTOTAL		\$3,203,214.63
Survey Services (MWERSB) (Amendment #2)		
Attend Meetings/Convert Prior Survey to AutoCAD		\$20,000
Amendment 5, Additional Surveying Services		\$795
SUBTOTAL		\$3,224,014.63
TOTAL FEE		\$3,224,014.63