

## EXHIBIT A

## AMENDMENT NO. 4

## CONTRACT NO. 30000701

## FOR

A/E Services for New Construction for The Emergency Coordination Center

Pursuant to Ordinance No: 183110

This Contract was made and entered into on the 1<sup>st</sup> day of September, 2009 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.

1. A Request for Proposals for architectural and engineering services for new construction for the Emergency Coordination Center was issued on April 22, 2009. Six proposals were received on May 21, 2009. A selection committee reviewed the proposals and recommended award of contract to Michael Willis Architects as they were the highest scoring proposer.
2. Contract No. 30000701 provides for architectural and engineering services in the amount of \$957,819 to design a new ECC facility directly adjacent to the existing Portland Communications Center located in southeast Portland. There are three main components of this project; a new ECC building, new parking lot, and realignment of a section of SE Bush Street. Expiration date of Contract No. 30000710 is June 1, 2012.
3. The new building will serve as the City's Emergency Coordination Center and house the Portland Bureau of Emergency Management (PBEM), Portland Water Bureau (PWB) Emergency Management, and Security staff.
4. Amendment No. 1, dated April 8, 211, increased the contract amount \$166,251.25 to allow for additional architectural and engineering services.
5. Amendment No. 2 (ordinance no. 185252), dated May 2, 2012 increased the contract amount \$86,767.66 and extended the expiration date to January 1, 2014 to allow for additional architectural and engineering services.
6. Amendment No. 3, dated April 2013, increased the contract amount \$40,680.00 to allow for additional architectural and engineering services.
7. Additional architectural and engineering services described in the attached letter dated March 8, 2013 (Attachment No.1) is necessary to allow Contractor to provide the following:
  - o Structural scope additions;
  - o Video wall design and integration;
  - o Additional geotechnical special inspections;
  - o Building commissioning.
8. The City of Portland and the Contractor wish to amend Contract No. 30000701 for an additional \$82,655.00 to allow for additional architectural and engineering services described in #7 above for a new total contract amount of \$1,334,172.91.

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

## EXHIBIT A

Contract Number: 30000701 Amendment Number: 4Contract Title: A/E Services for New Construction for The Emergency Coordination Center**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: 04-05-2013Name: JOSHUA STEINTitle: PROJECT MANAGER, MWA ARCHITECTSAddress: 70 NW COUCH, SUITE 401 PORTLAND, OR 97209Telephone: 503-973-5151**CITY OF PORTLAND SIGNATURES:**By: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchasing AgentBy: \_\_\_\_\_ Date: \_\_\_\_\_  
Elected Official

Approved:

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

Approved as to Form: APPROVED AS TO FORM

By:  Date: 4/22/13  
Office of City Attorney  
CITY ATTORNEY

186035

MWA  
Architects70 NW Couch Street  
Suite 401  
Portland, OR  
97209tel: (503) 973 5151  
fax: (503) 973 5060

www.mwaarchitects.com

# Additional Services Request 05

Date: 03.08.2013  
 To: Jim Coker  
 From: Joshua Stein  
 Project No: City of Portland - Emergency Coordination Center (ECC)/200924

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Dear Jim,

The following is our additional services proposal for the City of Portland's Emergency Coordination Center (ECC) project. The scope of services covers the following:

- Structural scope increases for review of non-structural deferred submittals and added structural scope for the project's video wall support structure
- Design and integration of the video wall in the Project
- Additional Geotechnical Special Inspections during Construction, above the estimated amount currently in the Contract
- Commissioning Services for additional components and building systems requested by the Owner

The total lump sum fee is \$ 82,655.00. Please see below and the following attachments for a cost breakdown.

1. Structural Scope Additions	\$17,330.00
2. Video Wall Design and Integration	\$14,445.00
3. Additional Geotechnical Special Inspections	\$18,900.00
4. Building Commissioning	<u>\$31,980.00</u>

### 1. Structural Scope Additions:

A number of structural scope additions have occurred since construction began. These additions can generally be divided into:

- Equipment/items added into the project, which require structural evaluation.
- Structural evaluation of items and issues due to the unique nature of this facility.

A summary of these additions follows:

#### A. Non-Structural Deferred Submittals:

City of Portland Plans Examiners are requiring that all listed deferred submittals for this project (18 total) are reviewed and stamped by the Project's (structural) engineer of record (EOR) for compliance. This requirement was not anticipated at the beginning of the project since this is determined by the permitting authorities (AHJ) at the time of permit submittal and primarily involves non-structural components. The ECC is a unique facility in that it not only is an Essential Facility, but is designed to maximize post-seismic operation of the facility. The AHJ determined that the structural EOR should review and sign off on all non-structural deferred submittals, submittal structural calculations, and design/build components for conformance with specified seismic performance requirements. (See Exhibit 02)

MWA's work involves coordinating the submittals between the General Contractor (GC) and Structural Engineer\*, and submitting all deferred submittals to the City for review and approval. Typically all deferred submittals are submitted to the City by either the GC or their Subcontractors. Given the EOR's involvement, it was determined that the Architect should submit all deferred submittals.

MWA's work includes:

- Printing out the required documents
- Submitting the documents to the BDS Permit Center\*\*
- Coordinating Checksheet Comments
- Picking up approved submittal documents

(See Exhibit 01)

\*Numerous resubmittals and revised resubmittals are being encountered for the deferred submittal review, requiring additional time to review and approve the revisions.

\*\*Submission to the BDS Permit Center is on a first come/first serve basis, since deferred submittals aren't handled through our BDS Project Liaison. Submission times can average 60-90 minutes apiece.

<u>ABHT requested amount – Deferred Submittals</u>	<u>\$ 9,500.00</u>
<u>MWA requested amount – Deferred Submittals</u>	<u>\$ 7,830.00</u>

## 2. Video Wall Design and Integration:

MWA was asked to provide the design and integration of a flat panel matrixed video wall for the main Coordination Room to replace the digital projector screen originally designed for the project. This video wall increases the capabilities of the facility, but requires additional scope to accommodate. The following is a brief description of the work requested:

### A. Video Wall Design – Technology and Electrical Scope:

Interface Engineering will provide drawings/specifications for the matrixed video wall for pricing and installation. Work includes:

- Meeting with Owner Representatives to determine system requirements and interconnection to the facility's network
- Design of video wall display and mounting system
- Specification of hardware and software requirements
- Design control system tailored to Owner requirements
- Provide associated adjustments to the building's electrical system for integrating the video wall into the Project.

(See Exhibit 03)

### B. Video Wall Design – Structural Scope:

ABHT will provide structural design drawings and calculations to support the video wall components and mounting brackets on the building wall framing. The video wall and supporting structure will be contained within a casework piece and will be designed to Essential Facility standards. (See Exhibit 04)

### C. Video Wall Design – Architectural Scope:

MWA will prepare and submit drawings showing revisions to the surrounding casework piece to accommodate the video wall, system components, supporting structure, and access to the wiring/racks for future adjustment and maintenance. MWA will also coordinate the above consultant work and related correspondences with the Owner and Contractor for pricing and construction. (See Exhibit 01)

<u>Interface Engineering requested amount – Video Wall:</u>	<u>\$ 8,000.00</u>
<u>ABHT requested amount – Video Wall:</u>	<u>\$ 1,800.00</u>
<u>MWA requested amount – Video Wall:</u>	<u>\$ 4,645.00</u>

### 3. Geotechnical Special Inspections:

The City has retained MWA's geotechnical engineering consultant and Project's geotechnical engineer of record to provide special inspection services for the geotechnical work required during construction. Because the scope for this work is highly dependent on conditions uncovered during construction, season of construction (wet vs. dry season), and the work performed by the Contractor to achieve project performance criteria, a speculative allowance for this work was contained in the original contract amount, and subsequent ASR 03. The current allowance amount, due to reasons described below and in Exhibit 05, will not cover the required special inspections to project completion. A revised allowance and scope of services has been requested from Hart Crowser (formerly Pacific Geotechnical, per original Contract).

#### A. Geotechnical Special Inspections – ECC Building and Site:

Geotechnical special inspections are required to verify that project performance criteria is being met in the built work, based on the parameters contained in the Project's Construction Documents. This includes inspections for both the building foundations and site work, and covers both structural and civil engineering components of the project. The ECC facility requires a high frequency of geotechnical special inspections for two primary reasons:

- The ECC is a critical use Essential Facility, which requires a higher number and frequency of inspections over a typical 'code compliant' building.
- The ECC site design employs 100% on-site infiltration to meet both LEED Gold and City of Portland (Owner's) sustainability requirements. This infiltration system relies on a number of sub-surface components which will need to be inspected to show that they are built as designed.

Geotechnical Special Inspections are billed on a time-and-materials basis because of the difficulty to accurately predict the full extent of subsurface site conditions, effects of weather during construction on subsurface soils, and related difficulty of compacting/grading the soil by the Contractor to meet the design criteria. An allowance was provided to accommodate the anticipated special inspections. The current allowance amount for geotechnical special inspections, due to conditions encountered during the course of construction, will not accommodate the remaining inspection work needed to complete the project. This was due to additional unforeseen inspections and reporting related to failed tests and retests by the GC's subcontractor in preparing and grading the soil/fill for the ECC's footings and slabs. A number of locations did not meet Project requirements and therefore had to be redone, with recommendations and retesting conducted by Hart Crowser until the areas in question passed inspection. These issues, documented in their special inspection reports, required additional site visits, testing, and recommendations – all of which were billed to the current allowance.

Hart Crowser has discussed with the General Contractor the remaining schedule items as they relate to future geotechnical inspections/work in order to determine an allowance amount needed to complete the work, especially considering construction during winter/wet weather. This information is further described in Exhibit 05. Note: this is an allowance which may or may not be fully used; it all is dependent on site conditions, effects of weather, and Subcontractor means and methods. (See Exhibit 05)

Hart Crowser requested amount – ECC S.I. Allowance	\$ 18,000.00
MWA requested amount – (5% mark up)	\$ 900.00

#### 4. Building Commissioning:

Building Commissioning is a design/verification service that MWA is providing through our subcontractor Energy Performance Engineering (EPE), LLC. Commissioning is a process of verifying that a new building's systems are functioning as designed, and allows for corrective measures if these systems are not meeting anticipated levels of quality/performance. The ECC facility will undergo an enhanced commissioning process as part of LEED Gold requirements, and because such commissioning makes the best sense for a facility that is designed to operate in a 'stand-alone' condition – independent of utilities – in the immediate aftermath of emergencies.

The original Commissioning contract, completed in 2009 before design commenced, covered anticipated HVAC, Lighting/Daylighting, hot water, and renewable energy systems (solar, wind, etc.) described in the City's RFP. Through the course of design, MWA incorporated a number of building systems to meet the City's requirements for the ECC's 'stand-alone' capabilities which could not be determined at the project outset.

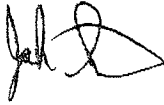
The City also identified a few additional systems and subcomponents in the design that are desired to undergo commissioning based on the project's design requirements, City's experience with systems in existing facilities, and potential reductions in future maintenance.

At the City's request, MWA has reviewed the described systems with EPE to allow for the Building Commissioning process to comprehensively cover the current system design. Currently out-of-scope items are described in EPE's Additional Cx Proposals.

(See Exhibits 06 & 07)

EPE requested amount – Additional Building Commissioning:	\$ 29,790.00
MWA requested amount – (5% mark up)	\$ 1490.00
EPE Reimbursables (travel, printing, etc.)	\$ 700.00

Sincerely,



Joshua Stein



Att: Exhibit 1: MWA – Architectural Fee Estimate – ASR 05; 2013.03.08  
Exhibit 2: ABHT Fee Proposal – Emergency Coordination Center – Non Structural  
Deferred Submittals; 2012.08.21  
Exhibit 3: Interface Engineering – Additional Service Proposal (Video Wall Design);  
2012.11.12  
Exhibit 4: ABHT – Emergency Coordination Center – Video Wall Structure;  
2012.11.08  
Exhibit 5: Hart Crowser (Pacific Geotech) – Change Order No 5 (ECC – CA Services  
Allowance); 2013.03.08  
Exhibit 6: EPE, LLC – Additional Cx Proposal for the Emergency Coordination  
Center (FAC006 Part 01); 2013.01.29  
Exhibit 7: EPE, LLC – Additional Cx Proposal for the Emergency Coordination  
Center (FAC006 Part 02); 2013.03.07



# FEE MATRIX

08-Mar-13

City of Portland - Emergency Coordination Center

ASR 05 - Architectural Fee Estimate

Project Manager  
Project Architect  
Technical II /Designer  
Interior Designer

(\$115/hr) \*\*

(\$115/hr) \*\*

(\$90/hr) \*\*

(\$85/hr) \*\*

\*\* Current Contract Billing rates Applied -  
All work completed during current Contract Duration.

## Non-Structural Deferred Submittals:

### Requirements

TASK 1.0: Non-Structural Deferred Submittals: (18) Total per Sheet A0.00

PM	P Arch	T - II	Int Des	Subtotals	TOTALS
\$115	\$115	\$90	\$85		
	54	18	0	\$7,830	
Subtotal 1.					\$7,830

Work Includes: Printing , Submitting, Coordinating Checksheet Comments, and Picking Up Approved Sets

TOTAL FEE - Non-Structural Deferred Submittals:

\$7,830

## Video Wall Design & Coordination :

### Requirements

TASK 1.0: Redesign of Casework for Video Wall

TASK 2.0: Coordination & Meetings w/ Client and Design Team

TASK 3.0: Change Order Preparation, Review of GC's Submittals, CA Observation and Coord.

0	6	0	18	\$2,220	
0	5	0	9	\$1,340	
0	5	0	6	\$1,085	
Subtotal 1.					\$4,645

TOTAL FEE - Video Wall:

\$4,645

Exhibit 01

186035

**EXHIBIT 02****ABHT**  
**STRUCTURAL ENGINEERS**1640 NW Johnson Street  
Portland, OR 97209  
Tel 503.243.8682  
Fax 503.243.6622  
www.abht-structural.com

August 21, 2012

Revised: October 25, 2012

Mr. Josh Stein

**MWA Architects**

70 NW Couch Street, Suite 401

Portland, OR 97209

RE: Emergency Coordination Center – Additional Structural Design Services

Dear Josh,

We are pleased to submit the following add service request fee proposal for structural engineering services related to cursorily examining the Non-Structural deferred submittals and checking them for general compliance with the structural contract documents/drawings for the Emergency Coordination Center project located here in Portland, Oregon. A list of non-structural deferred submittals to be included in our review is as follows:

Non-Structural Deferred Submittal:

- Fire Protection / Sprinkler System
- Glass Guardrail / Handrail System
- Metal Framed Skylights
- Access Floor System
- Suspended Ceiling System
- Glazed Aluminum - Framed Assemblies / Storefront System
- Video Surveillance Camera Pole Base
- Suspended Exterior Sunshade
- Anchorage of Equipment Required for Emergency or Standby Power Systems  
and Mechanical Rooftop / Seismically Isolated Units
- Interior Water Supplied Heat Pumps Hanging From Structure
- Fall Protection System
- Rain Screen System
- Interior Non-Bearing Wall System

Structural Deferred Submittal – Modified Calculations/Design:

- Exterior Wall Cold-Formed Metal Framing

Our fee for the additional deferred submittal review work described above, based on the terms and conditions of the master contract revised August 12<sup>th</sup>, 2010, would be billed on an hourly basis not-to-exceed a maximum amount of **\$9,500 (excluding reimbursable expenses)**.

We will bill for our services monthly, based on the hours of work performed. Additional or extra services will be billed at the hourly rates listed below. We will not proceed with any additional services without your approval.

Reimbursable expenses for this project will be billed at our direct cost.

MWA Architects

RE: Emergency Coordination Center – Structural Add Services

August 21, 2012 – Revised October 25, 2012

Page 2 of 2

**2012 Hourly Rates**

Principal	\$135/hr
Project Manager	\$105/hr
Project Engineer	\$95/hr
CADD Drafter	\$75/hr
Administrative	\$55/hr

Please call us if you have any questions or need further information. We look forward to the opportunity to continue to work with you on this project.

Sincerely,

*Sean Clark*

Sean Clark, P.E.

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**EXHIBIT 03**

708 SW Third Avenue, Suite 400  
Portland, OR 97204  
TEL 503.382.2266  
FAX 503.382.2262  
[www.interfaceengineering.com](http://www.interfaceengineering.com)

PORTLAND  
SACRAMENTO  
SAN FRANCISCO  
SEATTLE  
ABU DHABI

November 12, 2012

Joshua Stein  
Michael Willis Architects  
70 NW Couch St., Suite 401  
Portland, OR 97209

Re: City of Portland Emergency Coordination Center  
2009-0327  
Additional Services Proposal

Dear Josh:

Per your email dated October 24, we have added the following scope of service to your project:

Provide design of video wall system to replace projection system currently in the design. Per a meeting with Jim Coker, Bob Ochs, and Jack Baker on November 1, design work will require the following:

1. Design of video wall display system consisting of 12 flat-panel displays in a 4-wide by 3-high configuration.
2. Design mounting system for video wall displays and raceway system to support display cabling.
3. Specify video wall matrix-switching central processor with option for a redundancy.
4. Specify the video transmission equipment to deliver signals from video source locations to the central processor and from the processor to the displays.
5. Provide options for video wall functionality for Owner review.
6. Meet with city personnel to determine control system requirements and provide control system design based on Owner requirements.
7. Revise electrical drawings and specifications from current design to accommodate video wall system.

This additional service will be invoiced for a fixed fee amount of \$8,000. Reimbursable expenses will be billed in addition to labor at cost plus 10 percent.

Mechanical and Electrical Engineering  
Building Technologies  
Commissioning  
Energy Consulting  
Fire/Life Safety  
Lighting Design  
Sustainable Design



Please indicate your authorization of these extra services by signing below and faxing, emailing, or mailing this letter back to us so we can begin work.

If you have any questions, please contact this office.

Sincerely,

Handwritten signature of Mark Koller.

Mark Koller, PE, LEED AP  
Senior Mechanical Engineer

Handwritten signature of Dustin Stallings.

Dustin Stallings, EIT, CTS  
Designer Tech II

MOK:am

COMPANY: Michael Willis Architects

AUTHORIZATION:

Joshua Stein, Associate, AIA, LEED AP

Date

280081

186035

**EXHIBIT 04****ABHT**  
**STRUCTURAL ENGINEERS**1640 NW Johnson Street  
Portland, OR 97209  
Tel 503.243.6682  
Fax 503.243.6622  
www.abht-structural.com

November 8, 2012

Mr. Josh Stein  
**MWA Architects**  
70 NW Couch Street, Suite 401  
Portland, OR 97209

RE: Emergency Coordination Center – Additional Structural Design Services

Dear Josh,

We are pleased to submit the following add service request fee proposal for structural engineering services related to the design of a section of interior partition wall between the ground floor and the mid-roof in the Coordination Room to support a multiple video wall mount consisting of (12) to (15) LCD panels for the Emergency Coordination Center project located in Portland, Oregon. We understand that the screens, attachments and mounting brackets are to be engineered by others. We assume that the maximum extension from the face of the wall is 12-inches.

Our fee for the structural design services described above, based on the terms and conditions of the master contract revised August 12<sup>th</sup>, 2010, would be billed on an hourly basis not-to-exceed a maximum amount of **\$1,800 (excluding reimbursable expenses)**.

We will bill for our services monthly, based on the hours of work performed. Additional or extra services will be billed at the hourly rates listed below. We will not proceed with any additional services without your approval.


Reimbursable expenses for this project will be billed at our direct cost.

**2012 Hourly Rates**

Principal	\$135/hr
Project Manager	\$105/hr
Project Engineer	\$95/hr
CADD Drafter	\$75/hr
Administrative	\$55/hr

Please call us if you have any questions or need further information. We look forward to the opportunity to continue to work with you on this project.

Sincerely,



Sean Clark, P.E.



186035

March 8, 2013

MWA Architects  
70 NW Couch Street, Suite 401  
Portland, Oregon 97201

**Re: Change Order No 5 – Additional Construction Observation Services**  
**City of Portland Emergency Coordination Center**  
**Portland, Oregon**  
15900-70

Attention: Mr. Joshua Stein

## **INTRODUCTION AND PROJECT UNDERSTANDING**

At your request, Hart Crowser, Inc. submits the attached Contract Change No. 5 to complete additional construction observation services beyond that estimated in our September 26, 2011 Change Order No. 1 for the City of Portland (City) Emergency Coordination Center (ECC) project in Portland, Oregon.

Our original change order for this work was submitted prior to the start of construction and was based on an estimate of the anticipated construction schedule and our level of effort meeting the special inspection requirements as outlined by the City Bureau of Development services. In that change order we noted that the cost for construction related services is difficult to predict due to factors beyond our control, such as the specific services provided, weather, changes in final design, and the contractor's schedule and progress. We estimated a total of 32 visits (both part-time and full-time) to complete the geotechnically related special inspections for the project. To date we have completed 42 site visits, and based on discussions with the contractor, we estimate an additional 12 visits will be needed to complete our work.

There are several reason our original estimate was not adequate to complete the project. These reasons include a larger than typical number of additional site visits due to failed tests or the contractor not being prepared at the scheduled time, either as a result of adverse weather, mechanical breakdowns, or other issues; slower than normal progress due to construction activities completed during the wet season; and the additional level of effort required because the ECC building is classified as a critical use essential facility.



MWA Architects – City of Portland Emergency Coordination Center  
March 8, 2013

15900-70  
Page 2

We attempt to minimize the cost impact on our projects while still meeting the contractor's needs and the City's requirements by combining visits for this project with nearby projects, if possible, and considering the most cost effective way to address failed tests or last minute changes in the contractor's schedule. If requested we can document the time related to failed tests in order that the City may back-charge the contractor.

We appreciate the opportunity to submit this change order to you. Please contact us if you have any questions or need additional information.

Sincerely,

**HART CROWSER, INC.**

A handwritten signature in black ink, appearing to read 'Greg A. Landau', with a long horizontal flourish extending to the right.

**GREG A. LANDAU, PE, GE**  
Senior Associate  
Geotechnical Engineer

Attachments:  
Contract Change Form

F:\Data\Jobs\1590016 & 1590070 ECC Building\Finals\CO5 Letter 03-08-13\CO5 Summary Ltr-ECC.doc



**Contract Change No. 5**PROJECT NO. 15900-70 Date: December 11, 2012CLIENT Mr. Joshua Stein, Michael Willis ArchitectsPROJECT City of Portland - Emergency Coordination Center,  
Additional Construction Observation Services

Description of Work	
<p>At your request, Hart Crowser, Inc. (Hart Crowser) submits this change order for additional construction observation services beyond that estimated in our September 26, 2011 Change Order No. 1 for this work. Our original change order estimated a total of 32 visits (both part-time and full-time). To date we have completed 42 site visits, and we estimate an additional 12 visits will be needed to complete our work. The additional areas where our services are anticipated include foundations for the mechanical room, tank backfill, parking lot grading, and parking lot paving. We estimate that the total amount of work beyond that estimated in our original Change Order is \$18,000.</p> <p>The professional services listed above will be performed on a time and expense basis in accordance with the terms of our existing agreement with Michael Willis Architects for this project.</p>	
Estimated Time and Material Budget	\$18,000

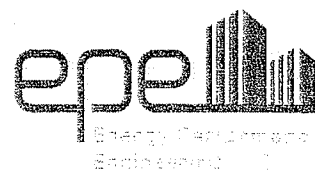
This change amends the contract between Michael Willis Architects and Hart Crowser (formerly Pacific Geotechnical, Inc.) dated September 15, 2009, under Hart Crowser job numbers 15900-16 and 15900-70. Except as amended above, all terms and conditions apply to this Contract Change. To indicate your acceptance, please return one signed copy.

**ACCEPTED FOR MICHAEL****WILLIS ARCHITECTS** By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**HART CROWSER, INC.** By: J. W. Zell Date: 12/11/12Printed Name: Timothy W. Blackwood, P.E., G.E., Principal

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**Exhibit 06**

January 29, 2013

Mr. Joshua Stein, LEED AP  
Designer  
**Michael Willis Architects**  
70 NW Couch St., Suite 401  
Portland, Oregon 97209

**Subject: Additional Cx Proposal for the Emergency Coordination Center (FAC006)**

Dear Josh,

Thank you for giving us the opportunity to submit the proposal on this critical facility. EPE proposes to have the additional tasks per updated commissioning specifications:

**ADDITIONAL SCOPE OF WORK:**

Additional building systems to be commissioned include:

- Circuit breakers over 600 amps
- Emergency generator
- Energy monitoring system - Implementation of M&V plan (under EAc5)

**ORIGINAL RESPONSIBILITIES:**

The following Cx tasks were scoped for the Fundamental (EA prerequisite 1) and Enhanced Commissioning (EA credit 3):

Design Phase

1. Lead, review, and oversee the completion of the Cx process activities as commissioning authority
2. Ensure the development of Owner's Project Requirements (OPR) and Basis of Design (BoD).
3. Review updated Owner's Project Requirements (OPR) and Basis of Design (BoD) for clarity and completeness.
4. Develop and implement Cx plan.
5. Incorporate commissioning requirements into construction documents.
6. Conduct commissioning design review prior to mid-construction documents.



## Additional Services Proposal of ECC (FAC006)

Page 2 of 5

### Construction Phase

7. Review contractor submittals applicable to systems being commissioned for compliance with OPR and BoD.
8. Verify installation and performance of commissioned systems.
9. Develop systems manual for commissioned systems.
10. Verify that requirements for training are completed.
11. Complete a summary commissioning report.

### Occupancy Phase

12. Review building operation within 10 months after substantial completion.

### **ADDITIONAL RESPONSIBILITIES:**

As we discussed regarding the additional commissioned systems (circuit breakers over 600 amps, and E-generator, energy monitoring system) integrating into the Fundamental and Enhanced Commissioning tasks; EPE proposes to provide following approach as below:

#### Acceptance testing of two circuit breakers over 600 amps (Testing contractor is hired under EPE):

1. Furnish breaker testing equipment with onsite single phase 480 VAC (100 amps) and possible forklift.
2. Provide primary injection (field) testing to verify the condition of the circuit breakers.

#### Emergency generator testing under building load (building load testing is covered under Section 263210):

1. Simulate a utility power outage by opening the circuit breaker serving the facility.
2. Trigger ATSs to start the generator.
3. As ATSs determine the power is acceptable, the ATSs will transfer to the alternate source and restore power to the essential loads.
4. Restore utility power to the facility by closing the main circuit breaker feeding the facility.
5. ATS starts a retransfer delay timer.
6. ATS transfers back to the normal power.
7. The generator cools down and turns off automatically.



# Additional Services Proposal of ECC (FAC006)

Page 3 of 5

## Implementation of M&V plan (EA credit 5):

1. Review computer simulation model of whole building energy use. (under EA credit 1)
2. Review approved M&V plan.
3. Verify the installation of energy monitoring systems based on the construction documentation:
  - (a) meter locations
  - (b) meter specifications & measuring target ranges
  - (c) one-line electrical diagram on end-use circuits
4. Confirm proper utility metering and associated sub-metering readings per monitoring/calculated points
5. Compile necessary coordination drawings of energy monitoring system.
6. Compare the projected energy usage with actual usage with City of Portland staff.
7. Propose further energy reduction measures

Once the above step # 6 was reached, City of Portland may contract the original simulation modeler or a third party eQuest modeler to recalibrate the simulation model based on actual energy consumption. The City of Portland can utilize the recalibrated model to evaluate the energy consumption trends and confirm that the predicted energy savings have been achieved. This proposed implementation process can further identify more opportunities for optimizing system performance .

EPE proposes to provide above additional services for an estimated fee of \$13,410. Estimated number of hours, name, and hourly rates are itemized and tabulated as below:

Hours	Staff	Hourly Rate	Cost
84	Jimmy Jen, Lead CxA	\$110.00	\$9,240.00
36	Eric Stopper, Cx Agent	\$85.00	\$3,060.00
18	Elee Jen, Clerical	\$45.00	\$810.00
138	TOTAL =		\$13,110.00

Reimbursable (includes travel) =	\$300.00
Estimated Additional Fee =	\$13,410.00

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**Additional Services Proposal of ECC (FAC006)**

Page 4 of 5

Please review and confirm that the additional services meet the needs of this critical mission facility. If a different level of service is anticipated, I can revise accordingly.

Sincerely,

Energy Performance Engineering, LLC

A handwritten signature in black ink, appearing to read "James Jen".

James Jen, P.E., CEM, CCP

LEED AP BD&C

Principal

Phone: (503) 537-0270

Fax: (503) 554-1848

Cell: (503) 476-4789



## Additional Services Proposal of ECC (FAC006)

Page 5 of 5

### TERMS AND CONDITIONS:

1. This proposal is valid for ninety (90) days.
2. If a revised contract agreement is not executed within (90) days of the date of this proposal, and work has been authorized to proceed, the above fees will be subject to review and renegotiation.
3. Work authorized and completed prior to an executed contract agreement will be invoiced and paid based upon the scope of work and fees stated above and the terms herein.
4. Invoices will be sent monthly according to percentage of completed work and terms are NET 60 extends beyond that, EPE reserves the right to review our fees for the project for changes in scope and/or duration of the contract.
5. Any requested work that falls outside of the stated scope will be requested in writing and separately estimated and approved prior to commencing work.
6. After a revised contract agreement has been executed, any modification to the agreement shall be in writing and signed by both parties.

**Exhibit 07**



March 7, 2013

Mr. Joshua Stein, AIA, LEED AP  
Project Manager  
**Michael Willis Architects**  
70 NW Couch St., Suite 401  
Portland, Oregon 97209

**Subject: Additional Cx Proposal for the Emergency Coordination Center (FAC006)**

Dear Josh,

Thank you for giving EPE the opportunity to submit the additional scope of work on this critical facility. EPE proposes to have the additional scope of work as shown below:

**ADDITIONAL SCOPE OF WORK:**

Additional building systems/components to be commissioned include:

- Rain water harvest collection system (backflow preventer included)
- Elevator sump pump
- Potable cold water storage system (backflow preventer included)
- Sanitary detention system (diverting valve included)
- Irrigation storm water collection system (backflow preventer included)
- Fire alarm and detection system
- Third circuit breaker testing over 600 amps (added from PR-08 and PR-09)

**COMMISSIONING TASKS:**

The above additional building systems/components are incorporated into the following Cx process of the Fundamental (EA prerequisite 1) and Enhanced Commissioning (EA credit 3):

**DESIGN PHASE:**

1. Lead, review, and oversee the completion of the Cx process activities as commissioning authority
2. Ensure the development of Owner's Project Requirements (OPR) and Basis of Design (BoD).
3. Review updated Owner's Project Requirements (OPR) and Basis of Design (BoD) for clarity and completeness.
4. Develop and implement Cx plan.
5. Incorporate commissioning requirements into construction documents.
6. Conduct commissioning design review prior to mid-construction documents.

## Page 2 of 4

7. Review contractor submittals applicable to systems being commissioned for compliance with OPR and BoD.
8. Verify installation and performance of commissioned systems.
9. Develop systems manual for commissioned systems.
10. Verify that requirements for training are completed.
11. Complete a summary commissioning report.

EPE proposes to provide above additional services for an estimated fee of \$17,080. Estimated number of hours, staff, and hourly rates are itemized and tabulated as below:

Hours	Staff	Hourly Rate	Cost
90	Lead Cx Agent	\$110.00	\$9,900.00
48	Cx Agent	\$85.00	\$4,080.00
60	Clerical Staff	\$45.00	\$2,700.00
198	TOTAL =		\$16,680.00

Reimbursable (includes travel) =	\$400.00
Estimated Additional Fee =	\$17,080.00

Please review and confirm that the additional services meet the needs of this critical mission facility. If a different level of service is anticipated, I can revise accordingly.



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Additional Services Proposal of ECC (FAC006)  
Page 3 of 4

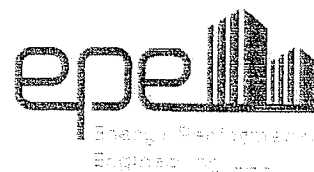
Sincerely,

Energy Performance Engineering, LLC

A handwritten signature in black ink, appearing to read "James Jen", is written over a horizontal line.

James Jen, P.E., CCP, CEM  
LEED AP BD&C  
Principal  
Phone: (503) 537-0270  
Fax: (503) 554-1848  
Cell: (503) 476-4789

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**Additional Services Proposal of ECC (FAC006)**

Page 4 of 4

**TERMS AND CONDITIONS:**

- This proposal is valid for ninety (90) days.
- If this contract agreement is not executed within (90) days of the date of this proposal, and work has been authorized to proceed, the above fees will be subject to review and renegotiation.
- Work authorized and completed prior to an executed contract agreement will be invoiced and paid based upon the scope of work and fees stated above and the terms herein.
- Invoices will be sent monthly according to percentage of completed work and terms are NET 60.
- Any requested work that falls outside of the stated scope will be requested in writing and separately estimated and approved prior to commencing work.
- After this contract agreement has been executed, any modification to the agreement shall be in writing and signed by both parties.
- If the scope of work is put on hold after has been authorized, the above fee will be subject to review and renegotiation upon notice to resume work on the project.

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Client#: 931

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**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
11/12/2012

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> MWA Architects, Inc. 301 Howard Street, Suite 500 San Francisco, CA 94105	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Travelers Indemnity Company INSURER B: Travelers Property & Casualty Co. INSURER C: Travelers Casualty Ins. Co. of INSURER D: Catlin Insurance Company, Inc. INSURER E: Travelers Property Casualty Co

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6802433P07A	11/15/12	11/15/13	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
E	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA1196P903	11/15/12	11/15/13	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
B	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	CUP2436P311	11/15/12	11/15/13	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	UB8318Y479	11/15/12	11/15/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
D	<b>OTHER Professional Liability</b>	AED1987741113	11/15/12	11/15/13	\$2,000,000 per claim \$2,000,000 annl aggr.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

General Liability excludes claims arising out of the performance of professional services.  
 All operations of the named insured. Primary coverage, severability of interest, and waiver of subrogation per policy form wording. \*Additional insureds per policy form wording: City of Portland, its officers, agents, and employees.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
City of Portland Bureau of General Services 1120 SW Fifth Avenue, Room 1204 Portland, OR 97204-1985		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 6802433P07A

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 11/15/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

NAME OF PERSON(S) OR ORGANIZATION(S): City of Portland  
Bureau of General Services  
1120 SW Fifth Avenue, Room 1204  
Portland, OR 97204-1985

PROJECT/LOCATION OF COVERED OPERATIONS:

**PROVISIONS**

A The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that contract or agreement requiring insurance to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):  
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

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## COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.