

1 1.2. Notwithstanding the assignment contemplated in Section 1.1, above, PDC hereby
2 grants to PAM the right Work Product Rights. PAM hereby accepts such grant, subject to the
3 City's ownership of the Work Product Rights as of the date of this Agreement.

4 1.3. PAM and the City acknowledge that this Agreement is a Related Agreement as
5 defined in the RDA.

6 1.4. Notwithstanding anything to the contrary contained in this Agreement, and
7 unrelated to the assignment of the Architectural Agreement, PDC expressly remains obligated to
8 retain the lead role in the following Project-related activities:

9 1.4.1. Assisting in the administration of business equity and workforce equity
10 programs, including, without limitation, outreach, interpretation, documentation, and evaluation,
11 provided that, to the extent requiring PDC input, PDC shall respond within five (5) business
12 days;

13 1.4.2. Veterans outreach, including, without limitation, coordination and liaison
14 services;

15 1.4.3. Veterans Memorial gardens process assistance, coordination and outreach;
16 and

17 1.4.4. Regional Arts and Culture Council (public art) coordination.

18 **2. Indemnification.** To the extent permitted by the Oregon Constitution and the Oregon
19 Tort Claims Act, PDC shall indemnify and defend PAM and the City and their respective
20 officers, employees, and agents against and hold them harmless from any and all liabilities,
21 losses, damages, claims, costs or expenses, including without limitations, reasonable attorneys'
22 fees and costs arising out of PDC's actual or alleged breach of or nonperformance of PDC's
23 obligations under the Architectural Service Agreement prior to the Effective Date.

24 **3. License to Use Work Products.** PAM shall have a license to use the Work Products for
25 the limited purpose of causing construction and completion of the Project pursuant to the RDA

{00010455;9}

1 and such construction and vendor agreements contemplated in the RDA. PAM may sublicense
2 such use rights to subcontractors performing the work. Such limited license in favor of PAM is
3 further and expressly subject to the terms of the RDA, the rights of the City, and the rights of
4 Opsis, if any, under the Architectural Service Agreement. PAM's license under this Section 4
5 shall terminate upon any termination of the RDA. Upon any termination of this license, or upon
6 completion of the Project, PAM shall deliver to the City all originals (or if PAM only has a copy,
7 a copy) of all Work Product in its possession or control.

8 **4. Representations.** PDC represents and warrants to the City and PAM that: (a) the Work
9 contemplated by the Architectural Services Agreement was been completed prior to the date of
10 this Agreement; and (b) PDC hereby retains, and nothing shall be deemed an assignment of, any
11 and all obligations, duties, and liabilities under the Architectural Services Agreement to the
12 extent such obligations, duties, and liabilities arise prior to the date of this Agreement.

13 **5. Liability.** No member, official, employee, agent, consultant, or independent contractor of
14 PDC, the City, or PAM shall have personal liability in the event of any default or breach by any
15 of such entities, or for any amount that may become due with respect to such entities' respective
16 obligations under the terms of this Agreement.

17 **6. Non-Waiver of Government Rights.** By entering into this Agreement, neither PDC nor
18 the City is specifically obligating itself or any other agency with respect to any discretionary or
19 regulatory action relating to renovation, development or operation of the Project, including, but
20 not limited to, zoning, variances, environmental clearances, regulatory plan approvals, code
21 compliance or any other governmental agency approvals or regulatory actions which are or may
22 be required or authorized.

23 **7. Overriding Legal Requirements.** It is the intention of the parties that this Agreement be
24 fully consistent with and, to the extent applicable, give effect to Oregon Revised Statutes
25 Chapters 279, 279B, and 279C (the "Public Contracting Statute"). Anything herein seemingly
26 inconsistent with the Public Contracting Statute shall be interpreted in a manner which is

1 consistent with the Public Contracting Statute, and which most closely gives effect to the
2 provisions of this Agreement.

3 **8. No Further Assignment by PAM.** PAM shall not further assign the Work Product
4 Rights without the prior written consent of PDC and the City, which may be withheld in PDC's
5 and the City's respective sole discretion.

6 **9. Binding Effect.** Subject to Section 9, above, the provisions of this Agreement shall be
7 binding upon and inure to the benefit of each party, its successors and assigns. Opsis is not an
8 intended third-party beneficiary of this Agreement.

9 **10. Recitals.** The "Recitals" set forth at the beginning of this Agreement are hereby
10 incorporated into the body of this Agreement as if fully set forth herein.

11 **11. Notice.** A notice or communication under this Agreement by a party to another party
12 shall be sufficiently given or delivered if sent with all applicable postage or delivery charges
13 prepaid by: (a) personal delivery; (b) sending a confirmed e-mail copy (either by automatic
14 electronic confirmation or by affidavit of the sender) directed to the e-mail address of the party
15 set forth below; (c) registered or certified U.S. mail, return receipt requested; or (d) delivery
16 service or "overnight delivery" service that provides a written confirmation of delivery, each
17 addressed to a party as follows:

18 If to PDC: Portland Development Commission
19 Attention: Peter Englander
20 222 NW 5th Avenue
21 Portland, OR 97209-3859
22 Facsimile: (503) 823-3368
23 E-Mail: englanderp@pdc.us

24
25 With a copy to: Portland Development Commission
26 Attention: General Counsel
27 222 NW 5th Avenue
28 Portland, OR 97209-3859
29 Facsimile: (503) 823-3368
30 E-Mail: iversone@pdc.us
31

1 If to the City: City of Portland
2 1120 S.W. Fifth Avenue, 12th Floor
3 Portland, Oregon 97204
4 Attn: Chief Administrative Officer
5 E-Mail: SpectatorFacilities@portlandoregon.gov
6 Confirmation No.: 503-823-5288
7

8 With copies to: Office of the City Attorney
9 City of Portland, Oregon
10 1221 S.W. Fourth Avenue, 4th Floor
11 Portland, Oregon 97204
12 Attn: City Attorney
13 E-Mail: mark.moline@portlandoregon.gov
14 Confirmation No.: 503-823-4047

15 and to: Radler White Parks & Alexander LLP
16 111 SW Columbia Street, Suite 1100
17 Portland, Oregon 97201
18 Attn: Dina Alexander
19 E-Mail: dalexander@radlerwhite.com
20 Confirmation No.: 971-634-0203

21 If to PAM: Rip City Management LLC
22 One Center Court, Suite 200
23 Portland, Oregon 97227
24 Attn: Chris Oxley, General Manager
25 E-Mail: chris.oxley@rosequarter.com
26 Confirmation No.: 503-797-9851
27

28 With a copy to: Lane Powell P.C.
29 Attention: Mike Silvey
30 601 SW Second Ave., Suite 2100
31 Portland, OR 97204
32 Email: SilveyM@LanePowell.com
33 Confirmation No.: 503-778-2195
34

35 Each party may by notice to the other party, specify a different address or confirmation number
36 for subsequent notice purposes. Notices may be sent by counsel for a party. Notice shall be
37 deemed effective on the earlier of actual delivery or refusal of a party to accept delivery;
38 provided that notices delivered by e-mail shall not be deemed effective unless simultaneously
39 transmitted by another means allowed under this Section 12. For a notice to be effective, the
40 copied persons must also be given notice.

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1 **12. Governing Law.** This Agreement is being delivered and is intended to be performed in
2 the State of Oregon, and shall be construed and enforced in accordance with the laws of the State
3 of Oregon.

4 **13. Integration.** This Agreement, together with the exhibits attached hereto, contains the
5 complete agreement of the parties with respect to the matters provided for herein, and shall
6 supersede any written instrument or oral agreement previously made or entered into by the parties
7 hereto or any predecessor in interest. No amendment or modification of this Agreement shall be
8 effective unless it is in writing and signed all parties to this Agreement.

9 **14. Counterparts.** This Agreement may be executed in multiple counterparts, each of which
10 shall be deemed to be an original, and the counterparts shall constitute one and the same
11 instrument.

12 **15. Amendments.** The Chief Administrative Officer of the City (“CAO”) or his designee
13 may negotiate, approve and execute amendments to this Agreement in form and substance
14 acceptable to the CAO in his sole discretion, unless such amendment results in a material adverse
15 change to the City in the financial terms and provisions of this Agreement.

16 *[Remainder of page intentionally left blank. Signature page follows.]*

17

1 IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first
2 stated above.

PDC: THE CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the **PORTLAND DEVELOPMENT COMMISSION**

By: _____
Name: _____
Title: _____

Approved as to form: By: _____
Portland Development Commission
Legal Counsel

THE CITY: **CITY OF PORTLAND**

By: _____
Its: Mayor

By: _____
City Auditor

Approved as to form: _____
City Attorney

PAM: **RIP CITY MANAGEMENT LLC, d/b/a Portland Arena Management**, a Delaware limited liability company

By: Arena Acquisition LLC, an Oregon limited liability company, Sole Member

By: Aegean Corporation, an Oregon corporation, Manager

By: _____
Gregg Olson, Executive Vice President/Chief Financial Officer

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4

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EXHIBIT A TO ASSIGNMENT AND
ASSUMPTION AGREEMENT

Architectural Service Agreement

[See attached.]

PERSONAL SERVICES CONTRACT
Architectural Design and Engineering: Veterans Memorial Coliseum Renovations

This PERSONAL SERVICES CONTRACT (this "Contract") is between the PORTLAND DEVELOPMENT COMMISSION ("PDC") and OPSIS ARCHITECTURE LLP (the "A/E"); together, the "Parties" to this Contract. The PDC Project Manager for this Contract is Kevin Brake; the A/E's Project Manager is James Meyer. This Contract is authorized by PDC Board Resolution #6903.

Effective Date and Duration

This Contract will become effective on the date of the last signature below (the "Effective Date"). This Contract will expire, unless otherwise terminated or extended, on **October 31, 2013** (the "Expiration Date"). Expiration shall not excuse A/E's obligation to completely perform and deliver the Work required under this Contract.

Statement of Work

- (a) The Statement of Work is set forth in EXHIBIT A and is hereby made a part of this Contract. As used herein the "Work" means the Phase 1 Work and, to the extent added pursuant to Section 1.2, the Phase 2 Work.
- (b) The Performance Schedule for the Work is identified in EXHIBIT A.

Consideration

- (a) PDC agrees to pay the A/E a sum not to exceed **five hundred forty-seven thousand thirty and 00/100 dollars (\$547,030.00)** for the Phase 1 Work (see Section 1.2 in EXHIBIT A). PDC and/or its assigns shall not be liable for any costs in excess of this amount incurred by the A/E, except as specifically noted herein.
- (b) Interim payments shall be made to A/E according to the schedule identified in EXHIBIT A.
- (c) Any payments made or obligations which have accrued pursuant to any purchase orders (including those executed prior to execution of this Contract as discussed in Section 5.10 of EXHIBIT A) shall be included in the maximum sum provided in (a) above.

Contract Terms and Conditions and Exhibits

The terms and conditions listed on pages 2 - 7 and Exhibits A - E are made a part of this Contract.

CONTRACTOR DATA, CERTIFICATION AND SIGNATURE

A/E's Legal Name: Opsis Architecture LLP

Address (including City, State, Zip Code): 920 NW 17th Avenue, Portland, Oregon 97209

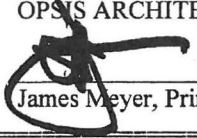
Phone Number: (503) 525-9511 Fax Number: _____ Email Address: james@opsisarch.com

Citizenship, Nonresident Alien: Yes No Business License Number: 647815

Business Type: Individual Sole Proprietorship Corporation Partnership Non-profit Corp.
 Limited Liability Corporation Limited Liability Partnership Public / Government Agency

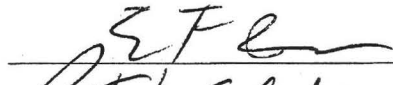
The undersigned A/E agrees to perform Work outlined in this Contract in accordance to the Terms and Conditions (listed on pages 2 - 7), the Statement of Work contained in EXHIBIT A and the Schedule contained in EXHIBIT A, and the other exhibits; hereby certifies under penalty of perjury that A/E is not in violation of any Oregon tax law; and hereby certifies that A/E is an independent contractor as defined in ORS 670.600.

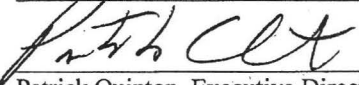
Approved by the A/E: OPSIS ARCHITECTURE LLP


James Meyer, Principal

11.17.11
Date

PORTLAND DEVELOPMENT COMMISSION SIGNATURES

Approved as to form by Legal Counsel:  11/17/11
Date

Approved by:  11/16/11
Date
Patrick Quinton, Executive Director

**PORTLAND DEVELOPMENT COMMISSION
CONTRACT TERMS AND CONDITIONS FOR
PERSONAL SERVICES CONTRACTS**

1. Access to Records

The A/E shall maintain, and PDC and its duly authorized representatives shall have access to the books, documents, papers, and records of the A/E which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of at least three (3) years after the Expiration Date. Copies of applicable records shall be made available upon request for review and copy. Payment for cost of copies is reimbursable by PDC. All books, documents, papers and records of the A/E shall be maintained within the City of Portland or within ten (10) miles of the limits of the City of Portland.

2. Audits

(a) PDC or its assignee, either directly or through a designated representative, may conduct financial and performance audits of the billings and the Work specified in this Contract at any time in the course of the Contract and during the three (3) year period after the Expiration Date. 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. In the event of an assignment of this Contract, both PDC and the assignee shall have the right to conduct an audit pursuant to this Section 2.

(b) If an audit discloses that payments to the A/E were in excess of the amount to which the A/E was entitled, then the A/E shall repay the amount of the excess to PDC.

(c) If an audit shows the documentation of the A/E that is directly related to the performance of the Work is insufficient for the purposes of consulting and audit in accordance with Government Auditing Standards, PDC may pursue all applicable remedies, including those under Section 4, Early Termination of Contract and Section 6, remedies.

3. Effect of Expiration

The passage of the Expiration Date 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. Early Termination of Contract

(a) PDC and the A/E, by mutual written agreement, may terminate this Contract at any time.

(b) PDC, on five (5) days or more written notice to the A/E, may terminate this Contract, in whole or in part, for any reason deemed appropriate in its sole discretion.

(c) Either PDC or the A/E may terminate this Contract in the event of a breach of this Contract 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 breaching party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate this Contract at any time thereafter by giving a written notice of termination.

(d) A/E, in the event of termination under subsection 4(a) or 4(b) above, shall remain potentially liable for damages arising out of the Work Products prepared as of the date of the termination, but A/E shall have no liability for any modifications to the Work as may occur post-termination, save and except to the extent that the breach of contract, errors or omissions, or failure to exercise reasonable care of A/E or its subcontractors or consultants caused or contributed to such damage.

5. Payment on Early Termination

(a) In the event of termination under subsection 4(a) or 4(b), Early Termination of Contract hereof, PDC shall pay the A/E for work performed in accordance with this Contract prior to the Termination Date.

(b) In the event of termination under subsection 4(c), Early Termination of Contract hereof, by the A/E due to a breach by PDC, then PDC shall pay the A/E as provided in subsection (a) of this section 5 and A/E shall have no further right or remedy.

(c) In the event of termination under subsection 4(c), Early Termination of Contract hereof, by PDC due to a breach by the A/E, then PDC shall pay the A/E as provided in subsection (a) of this section 5, subject to set off of excess costs and claims for damages, as provided for in subsection 6, Remedies.

(d) In the event of termination of this Contract under subsection 4(a) or 4(b), upon payment by PDC for the partially completed work, to the extent required by this Contract, all of the A/E's work products will be delivered to PDC and become and remain the property of PDC.

6. Remedies

- (a) In the event of termination under subsection 5(c), Early Termination of Contract, hereof, by PDC due to a breach by the A/E, then PDC may complete the Work either itself, by agreement with another contractor or by a combination thereof, using A/E's work product or otherwise.
- (b) The remedies provided to PDC under section 5, Early Termination of Contract and this section 6 for a breach by the A/E shall not be exclusive. PDC also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Contract by PDC, then the A/E's remedy shall be limited to termination of this Contract and receipt of payment as provided in subsection 5(b), Early Termination of Contract and subsection 5(b), Payment on Early Termination hereof.

7. Subcontracts and Assignment

- (a) The A/E shall not subcontract, assign or transfer any of the Work, without the prior written consent of PDC. Notwithstanding PDC approval of a subcontractor, the A/E shall remain obligated for full performance hereunder, and PDC shall incur no obligation other than its obligations to the A/E hereunder. The A/E agrees that if subcontractors are employed in the performance of this Contract, the A/E and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
- (b) Subcontractors approved by PDC to perform work under this Contract are listed in EXHIBIT A.
- (c) PDC shall have the right, at any time and without consent, to assign, and the A/E consents to PDC's assignment of, the Contract, in whole or in part, to Rip City Management LLC d/b/a Portland Arena Management ("PAM") and/or the City of Portland, Oregon (the "City"), including rights, benefits, warranties, obligations, and Work Products (as that term is used below) granted or created under this Contract. In the event that PDC exercises such right to assign, A/E agrees to execute and deliver to PAM and/or the City any documentation PDC reasonably requires to evidence A/E's acknowledgement of such assignment. It is intended that the assignment will have minimal impact on the performance of the Work or delivery of the Work Products, other than by to whom delivered and by whom approved. Additional payments to the A/E will not be unreasonably withheld if significant additional work is required as a result of the assignment of this Contract. PDC automatically shall be released from further obligation following assignment of this Contract, except PDC shall not be released from any obligation for payment of fees earned by A/E in accordance with this Contract. Such assignment may, at PDC's discretion, assign particular rights to PAM, other rights to City, and may include retention or co-ownership of rights (such as to Work Products). The assignor and assignee under any such assignment agreement also may, by their mutual written agreement, modify any provision of this Agreement to reallocate respective rights and obligations under this Agreement of entities other than A/E, which modification shall be binding on A/E upon its communication to A/E by PDC.
- (d) If the City takes assignment of this Contract, in whole or in part, A/E shall promptly execute such documents as may be requested by the City to conform this Contract with then-applicable City requirements for professional services agreements.
- (e) A/E shall include provisions in its contract with its consultant providing historic building consulting services (the "Historic Building Consultant") that (i) prohibits employees or representatives of the Historic Building Consultant from having direct or indirect communications with the Historic Landmarks Commission, the Oregon State Historic Preservation Office ("SHPO"), or the National Parks Service regarding the Project (as defined in EXHIBIT A) without first obtaining PDC's and the City's consent, and (ii) requires representatives from the City and PDC to be included in any communications with such entities. A/E shall advise its Historic Building Consultant of such requirements immediately, shall monitor and enforce such requirements, and shall immediately advise PDC of any violation of such requirements.
- (f) If PAM takes assignment of this Contract, in whole or in part, the following provisions shall apply:
 - (i) City shall be a third-party beneficiary of this Contract, with the right to enforce this Contract.
 - (ii) City and PDC shall remain additional insureds on A/E's and its consultants' general liability and automobile liability insurance policies, and A/E shall provide certificates evidencing such status.
 - (iii) City and PDC shall remain indemnitees under all A/E indemnification provisions under this Contract.
 - (iv) This Contract shall not be modified or terminated, and no waiver of rights by PAM shall be effective, without the prior written approval of the City.
 - (v) PDC shall retain the right to perform audits and/or inspections as provided herein.
 - (vi) On written notice from City or PAM to A/E that the City has taken over this Contract, A/E shall acknowledge said assignment and perform the Work directly on behalf of the City.
 - (viii) It is intended that PDC and PAM shall coordinate the exercise of any ongoing rights of PDC so that any exercise of said ongoing rights of PDC shall be communicated by both PDC and PAM to A/E when feasible. In all other circumstances, A/E may take direction directly from PAM without the collaboration or consent of PDC except (a) where expressly stated herein, (b) where the assignment notice identifies that the consent of PDC is required or (c) in the following cases (PDC consent always shall be required):

- Contract amendments (Terms and Conditions, paragraphs 22 and 27)
- Assignment of Work Products (Terms and Conditions, paragraph 8)
- Changes to Key Personnel (Terms and Conditions, paragraph 15 and EXHIBIT A, section 5.4)
- Design modifications (EXHIBIT A, section 3.1)
- Schedule changes (EXHIBIT A, section 4.0)
- Redistribution of Project subphase fee allocations (EXHIBIT A, section 5.2)

(g) PDC is entitled to transfer ownership of the Work Products to another entity provided that the transferee shall be bound by the terms of the Ownership of Work Products provision contained in this Contract.

8. Ownership of Work Products

All work products of the A/E, its subcontractors, sub-consultants, and their agents or employees, which result from or are prepared under this Contract (collectively, the "Work Products") are the exclusive property of PDC or its assigns, whether or not delivered. PDC shall have the unrestricted right to use, reuse, publish, assign, convey, and license the Work Products. A/E retains the right to use standard design elements and architectural details. Work Products include but are not limited to all data, information in any form, documents, drawings, plans, specifications, photographs, research, analysis and any other work subject to intellectual property laws and doctrines. PDC and the A/E intend that such Work Products be deemed "work for hire" of which PDC shall be deemed to have all ownership rights of the author. If for any reason any Work Product(s) are not deemed "work for hire," A/E hereby irrevocably assigns to PDC (and shall cause all consultants to assign to PDC) all of its right, title and interest in and to any and all of the Work Products whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. The A/E agrees to execute such further documents and instruments as PDC may reasonably request in order to fully document such vested rights in PDC or its assigns. The A/E forever waives any and all rights related to the Work Products, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. The A/E may refer to the Work Products in its marketing materials for advertising purposes subject to prior written consent of PDC and its assigns. PDC agrees that such a request will not be unreasonably denied. A/E may include a statement in the request that, unless PDC responds within three (3) business days, PDC approval of the request will be deemed given. If A/E includes such statement in the request and PDC does not respond within such time, approval will be deemed given. At PDC's request, A/E shall deliver to PDC all Work Product in both written and its native format, in a form usable by PDC (for example, if in electronic form but password protected, A/E shall supply to PDC the applicable password).

9. Indemnity - Claims for Other than Professional Liability

To the fullest extent permitted by law, the A/E shall indemnify, defend, save, and hold harmless PDC, the City of Portland, Rip City Management LLC doing business as Portland Arena Management, AEG Facilities LLC, Winter Hawks Inc., Avenir Sports and Entertainment LLC, and each of their respective officers, authorized agents, consultants, contractors and employees, and assigns from claims, suits, or actions, including intentional acts, arising out of the activities of the A/E or its subcontractors, sub-consultants, or agents or employees of any of them under this Contract; provided however, that nothing herein shall be construed to require indemnification of PDC for liability attributable to the indemnitee's sole negligence. This provision shall survive any termination of this Contract.

10. Indemnity - Claims for Professional Liability

To the fullest extent permitted by law, the A/E shall indemnify, defend, save, and hold harmless PDC, the City of Portland, Rip City Management LLC doing business as Portland Arena Management, AEG Facilities LLC, Winter Hawks Inc., Avenir Sports and Entertainment LLC and each of their respective officers, authorized agents, consultants, contractors and employees, and assigns from claims, suits, or actions arising out of the professional negligent acts, errors or omissions of the A/E or its subcontractors and sub-consultants, or agents or employees of any of them agents or employees in performance of professional services under this Contract. This provision shall survive any termination of this Contract.

11. Insurance

The insurance requirements of this Contract are contained in EXHIBIT C which is hereby made a part of this Contract.

12. Standard of Care

The A/E shall perform all services at the same level of professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. Failure to do so shall be considered a material breach, and PDC, in its sole discretion, may terminate this Contract pursuant to subsection 4(c), Early Termination

of Contract in addition to any and all remedies available. The A/E will re-perform any services not meeting this standard or correct any inconsistencies, errors or omissions in the Work Products without additional compensation and without undue delay.

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 permitted or approved assigns.

14. Compliance with Applicable Laws

The A/E agrees to comply and cause its consultants and subcontractors to comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances – including federal and state civil rights and rehabilitation rules and statutes – applicable to the Work. The A/E shall comply with the clauses required in every public contract in the state of Oregon, including ORS 279B.220, 279B.230 and 279B.235 which are hereby incorporated by reference. The A/E further agrees to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age or disability.

15. Key Personnel

The A/E acknowledges that PDC's award of this Contract was made on the basis of the specialized background and abilities of the A/E and subcontractor firms and key personnel identified in the A/E's proposal to PDC dated August 11, 2011 and listed in Section 5.3 of EXHIBIT A (the "Key Personnel"; individuals included in the Key Personnel are marked with an asterisk). The A/E understands and agrees that unless the A/E obtains PDC's prior written consent, any substitution or replacement of any Key Personnel, unless due to reasons outside the A/E's control (e.g. serious illness, termination of employment), shall constitute a material breach of this Contract and PDC may exercise all available remedies afforded by this Contract. In the event that Key Personnel of the A/E become unavailable at any time, the A/E shall replace the Key Personnel with personnel having substantially equivalent or stronger qualifications than the Key Personnel being replaced. All new Key Personnel are subject to PDC's written approval. The A/E shall remove any individual performing services under this Contract if so directed by PDC in writing following discussion with the A/E, provided that the A/E shall have a reasonable period of time within which to find a suitable replacement. The A/E represents and warrants that all Key Personnel are fully licensed and/or registered to perform the particular services assigned to them under this Contract. The person designated as Principal or Principal in Charge for each firm identified in Section 5.3 of EXHIBIT A shall, if requested by PDC and provided reasonable advance notice is provided, attend any meeting under this Contract at which such firm's involvement is required or requested, unless (i) PDC approves in advance attendance by another person at such firm or (ii) the Principal or Principal in Charge, for good cause as reasonably determined by PDC, cannot attend such meeting (in which case the next person listed in rank available from such firm shall attend).

16. Counterparts

This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument. For convenience of the parties the signature pages may be detached from any number of counterparts and attached to a single counterpart.

17. Waiver and Severability

The failure of PDC to enforce any provision of this Contract shall not constitute a waiver by PDC of that or any other provision. 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 this Contract did not contain the particular term or provision held to be invalid.

18. Recycled Products

To the maximum extent economically feasible, the A/E shall use good faith efforts to use recycled products in connection with its performance of work under this Contract.

19. Dispute Resolution

The Parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the Parties. Notwithstanding any dispute under this Contract, the A/E shall continue to perform the Work pending resolution of a dispute, and PDC shall make payments as required by the Contract for the undisputed portions of the Work. A/E shall not delay, suspend, withhold or stop the Work, or terminate this Contract, for any nonpayment so long as PDC

makes undisputed payments. In the event of litigation, no attorney fees are recoverable. No other dispute resolution paragraph(s) in this Contract, or any attachment hereto, shall supersede or take precedence over this provision.

20. Governing Law, Venue, Jurisdiction

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the state of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, a "Claim") between PDC and the A/E that arises from or relates to this Contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. THE A/E, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

21. No Third Party Beneficiaries

Except as otherwise expressly provided herein, no person not a party to this Contract is an intended beneficiary of this Contract, and no person not a party to this Contract shall have any right to enforce any term of this Contract.

22. Amendments

PDC and the A/E may amend this Contract at any time only by written amendment executed by PDC and the A/E. Amendments after the date of any assignment of this Contract are further subject to Section 7 above.

23. Business License and Equal Employment Opportunity Certification

The A/E shall obtain a City of Portland business license and be certified as an Equal Employment Opportunity employer as required by Portland City Code 7.02.300 and 3.100, respectively, prior to beginning the Work.

24. Subcontracting with Certified Minority-owned, Women-owned and Emerging Small Businesses

Through its Business and Workforce Equity Policy, PDC seeks to extend subcontracting opportunities to State of Oregon certified Minority-Owned, Women-Owned and Emerging Small Businesses (collectively, "M/W/ESBs") in order to promote their economic success and growth. The A/E is encouraged to make reasonable efforts to utilize M/W/ESB firms for any subcontracting opportunities under this Contract and maintain a diverse workforce.

25. Payment to Vendors and Subcontractors

(a) The A/E shall pay each subcontractor, supplier, and lessor providing it satisfactory services, materials or equipment for carrying out its obligations under this Contract within ten (10) business days from the receipt of each payment the A/E receives from PDC.

(b) The A/E shall not take or fail to take any action in a manner that causes PDC or any materials that the A/E provides hereunder to be subject to any claim or lien of any person without PDC's prior written consent.

(c) If the A/E fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the A/E or a subcontractor by any person in connection with this Contract as such claim becomes due, PDC may pay such claim to the person and charge the amount of the payment against funds due or to become due the A/E by reason of this Contract. PDC also may elect to make payment by joint check. However, the payment of such a claim by PDC shall not relieve the A/E or the A/E's surety, if any, from obligation with respect to any unpaid claims.

26. Confidentiality

The A/E acknowledges that it or its employees, agents or subcontractors may, in the course of performing its duties under this Contract, be exposed to or acquire information that is the confidential information of PDC, the City, PAM, Winter Hawks Inc., or their affiliates. Any and all information provided marked "confidential," or identified as confidential in a separate writing, that becomes available to the A/E or its employees, agents or subcontractors in the performance of work under this Contract shall be deemed to be confidential information ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes (other than by disclosure by the A/E) publicly known; (b) is rightfully in the A/E's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (c) is obtained from a source other than PDC without the obligation of confidentiality; or (d) is disclosed with the written consent of PDC. The A/E agrees to hold Confidential Information in strict confidence, using at least the same degree of care that A/E uses in maintaining the confidentiality of its own confidential information, and not to reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to PDC under this Contract. The A/E agrees to advise each of its employees, agents or subcontractors of their obligations to keep the Confidential Information confidential.

27. Merger Clause

This Contract and attached exhibits constitute 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, and further subject to Section 7 above. 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. The A/E, 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.

28. Equal Benefits

A/E must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

29. Electronic Signatures

The A/E and other party hereto may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

30. Order of Precedence

Any apparent or alleged conflict between portions of the Contract will be resolved by using the following order of precedence: (a) these Terms and Conditions; (b) Statement of Work and Payment Schedule; and (c) the other exhibits attached to this Contract.

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**EXHIBIT A to the PERSONAL SERVICES CONTRACT for
Architectural Design and Engineering: Veterans Memorial Coliseum Renovations**

**CONTRACT BACKGROUND | PROJECT OBJECTIVES | STATEMENT OF WORK |
PERFORMANCE SCHEDULE | COST OF SERVICES | BILLING AND PAYMENT
PROCEDURES | WORK PRODUCTS REQUIREMENTS**

1.0 CONTRACT SUMMARY

- 1.1 Procurement and Authorization.** This Personal Services Contract (this "Contract") is awarded to **Opsis Architecture LLP** (the "A/E") following the evaluation of competitive proposals submitted in response to the **Portland Development Commission's** ("PDC") Request for Proposals #11-02, entitled *Architectural Design and Engineering: Veterans Memorial Coliseum Renovations* (the "RFP"). Under this Contract, the A/E agrees to provide architectural and engineering services for the renovation of the Veterans Memorial Coliseum (the "Memorial Coliseum," "VMC," "Property," or "Project").
- 1.2 Phases of Work.** A menu of the potential renovations to the VMC is identified in EXHIBIT B of this Contract. Given the lack of certainty around the extent of renovations to be completed at the time this Contract is executed, Work under this Contract will be performed in two phases. Phase 1 of this Contract includes the entirety of Tasks (or subphases) 3.1.0 (Pre-Schematic Design) and 3.1.1 (Schematic Design) as well as a portion of Task 3.1.4 (Entitlements). Phase 2 of this Contract includes all other Tasks (or subphases), including Tasks 3.1.2 (Design Development), 3.1.3 (Construction Documents), 3.1.5 (Technical Assistance during the Bidding Phase), 3.1.6 (Construction Administration), 3.1.7 (Bidder-Design Work), and 3.2 (Business and Workforce Equity; Reporting), together with continuation of Task 3.1.4 (Entitlements). The contract terms and conditions contained on pages 2 through 7 of this Contract will apply to all Work performed under this Contract, whether under Phase 1 or Phase 2.

During Task 3.1.1, PDC shall, with A/E's support, endeavor to select the items of renovation from the items listed in EXHIBIT B (or from alternatives researched and proposed by A/E), to conform to the Project Budget ("Resolved Scope"). From time to time, PDC may request that A/E provide a fee estimate to complete the Phase 2 work. Within five (5) business days of receiving such a request, A/E shall deliver to PDC A/E's most current proposed not-to-exceed fee for the Tasks of the Phase 2 Work, and shall discuss with PDC such proposals and updates as PDC requests. If PDC determines to proceed to Phase 2 with A/E, PDC and A/E, using the proposed Resolved Scope, shall endeavor to negotiate the performance schedule and not-to-exceed fees of A/E to complete Phase 2 of this Contract (provided PDC shall not be obligated to engage A/E for any aspect of Phase 2 unless and until an Amendment or Change Directive is issued for such Work, as described below). The hourly fees listed in Section 5.3 below will be used for the Phase 2 Work, to the extent the Phase 2 Work is added to the Work.

The Phase 2 Work (in whole or in part) will be implemented by either (i) one or more written Amendments to this Contract, signed by the Parties; or (ii) one or more Change Directives issued by PDC. If PDC issues a Change Directive, then A/E shall not exceed the maximum budget, if any, identified in the Change Directive in its performance of the Work covered by such Change Directive (provided that such commitment shall not obligate A/E to complete the Work in such Change Directive, but rather shall limit the fees A/E may charge toward such Work unless and until PDC, in writing, increases the budget if A/E's fees exceed such budget). If the Phase 2 Work proceeds on a Change Directive basis, A/E shall notify PDC, in writing, at least thirty (30) days in advance if

the stated budget will be exceeded, including A/E's estimate of the budget overrun and reasons therefore. Commencement of the Phase 2 Work will be initiated by a written Notice To Proceed from PDC to A/E.

By signing this Contract, A/E acknowledges the Project is a critical public project to the City of Portland and negotiations around the scope and cost to complete Phase 2 shall not unduly delay progress on the Project. As such, PDC may, at its sole discretion, require A/E to proceed with some or all of the Phase 2 Work at the conclusion of the Phase 1 Work by Change Directive. Such work will be subject to the budgeted maximum amount of compensation, as solely determined by PDC, which shall not be exceeded without PDC's written consent. The Change Directive may include modifications of the Phase 2 Work within the general scope of the Project. All such work will be performed at the applicable billing rates contained in Section 5.3 of this Contract.

- 1.3 Project Site.** The Memorial Coliseum is located at 1401 N. Wheeler Avenue (sometimes also listed as 300 N. Winning Way) ("Project Site") in the City of Portland, Oregon's (the "City") Oregon Convention Center Urban Renewal Area ("URA"). Currently used as a multipurpose arena and conference center. The VMC is a 197,600 gross square foot building that was dedicated in 1961 and recently placed on the National Register of Historic Places. The Project Site includes areas adjacent to the Coliseum building, including the VMC exhibit hall and the Memorial Gardens.

2.0 PROJECT OBJECTIVES

In addition to the planning and policy context described in Section 2.3 of the RFP, the Stakeholder Advisory Committee ("SAC") developed the following to offer guidance to the renovation of the Memorial Coliseum. Much of the work to establish the programming of the facility has been done, but the information below provides background to the recommendation provided by the SAC and the public.

- 2.1 Project Program and Design Objectives.** Below is the list of uses identified in the SAC Aspirational Statement and other objectives:

- Enhanced Veterans Memorial
- Meeting space with priority usage by veterans
- Eco-district features, design, and operating systems that reflect state of the art sustainability features
- Amateur athletics fitness facility, including an aquatics center
- Live entertainment venue
- Amateur and professional sports spectator facility
- Regulation hockey rink.
- Space for visual and performing arts
- Restaurants
- Skylights, roof penetrations, and other natural light features
- Programming that reflects the aspiration of educating as well as entertaining users of the facility
- Restoration of the image and reputation of Veterans Memorial Coliseum
- Identification, recognition and compliance with historic designation limitations on reconstruction
- Throughout the design and construction, A/E will coordinate with representatives of the Winterhawks and the CM/GC contractor to integrate A/E's work with the work of Winterhawks and CM/GC vendors and bidder-design engineers, for example, coordinating and integrating A/E's work with any new signage to be installed by the Winterhawks

2.2 Innovative Sustainable Development and Operations

- The Project is intended to secure LEED Gold certification (A/E's LEED Certification Services are included in EXHIBIT E) and shall comply with applicable City/PDC green building requirements.
- The Project is intended to meet the State of Oregon's 1.5% for Solar Technologies administrative rule, unless an exemption applies. The rule requires public entities to spend 1.5% of the total Contract price of a public improvement contract on solar energy technology. The A/E confirms it has reviewed the *Portland Memorial Coliseum Roof Analysis: Structural Assessment Report* and the *Memorial Coliseum Solar Feasibility Report*¹.
- The following sustainability opportunities are encouraged for consideration as part of the Project:
 - *Energy Use Reduction*. Consider the goals of the 2009 Climate Action Plan², which calls for the reduction of total energy use in all buildings built before 2010 by 25% and ensures that new buildings and major remodels can adapt to the changing climate.
 - *EcoDistrict*³. In a separate solicitation, the City is soliciting interest from the qualified thermal energy providers that are interested in exploring the feasibility of a thermal energy system at the VMC that could potentially serve the Rose Quarter. If such a provider is selected prior to the completion of Design Development, the A/E will be required to work with the provider to determine how such a system might require modifications to the design.
 - *Watershed Management*⁴. Utilize vegetated natural systems in the management of stormwater flow and pollutants. Integrate strategies for on site, at the source, at the surface stormwater management and revegetation which reduce impervious areas, increase infiltration, slow runoff, trap sediment, and remove and absorb pollutants.

2.3 Planning And Policy Context

Redevelopment of VMC is guided by several planning and policy documents. A/E represents that it has obtained and familiarized itself with all such documents. The following information provides nonexclusive background and context of the Project and its relationship to adopted public policy and planning documents.

2.3.1 Central City Plan (1988 as amended)

<http://www.portlandonline.com/shared/cfm/image.cfm?id=88693>

This plan guides all development in the Central City and also identifies the Memorial Coliseum as a Public Attraction, and the overall district as a major entrance to the Central City.

¹ Reports available at: http://rosequarterdevelopment.org/library_coliseum_info.php

² Climate Action Plan: <http://www.portlandonline.com/bps/index.cfm?c=49989&>

³ Ecodistrict Initiative: http://www.pdxinstitute.org/images/posi_publications/ecodistricts_10-12-09.pdf

⁴ Portland Watershed Management Plan: <http://www.portlandonline.com/bes/index.cfm?c=38965>

2.3.2 Central City Transportation Management Plan (1995)

<http://www.portlandonline.com/shared/cfm/image.cfm?id=40439>

This plan is the principal planning document guiding transportation policies in the Central City. It aims to focus growth in the Central City, develop transportation and parking management strategies for each district of the Central City, support transit and other alternative travel modes, and support regional air quality policies. Specifically, the plan calls for transportation management strategies for the Coliseum and surrounding district.

2.3.3 Parks 2020 Vision (1999)

<http://www.portlandonline.com/parks/index.cfm?c=40182>

This vision guides the future work needed to maintain and build Portland's parks. The report looks at all aspects of the current system and offers strategies to continue its successes, remedy its failures, and plan for future park needs.

2.3.4 Rose Quarter Urban Design Plan and Development Strategy (2001)

http://www.pdc.us/pubs/inv_detail.asp?id=178&ty=17

The Project is envisioned to build on key principles of the Rose Quarter Urban Design Plan and Development Strategy. These principles were reaffirmed by the Stakeholder Advisory Committee ("SAC") on October 27, 2009 and can be found in detail at <http://rosequarterdevelopment.org/library.php>.

2.3.5 Oregon Convention Center Urban Renewal Area Plan (1989)

http://www.pdc.us/pdf/ura/convention_center/urban_renewal_plan.pdf

The OCCURA plan seeks to "improve the condition and appearance of the (URA) ... and stimulate private investment and economic growth." A more viable use for the Coliseum will create opportunities for businesses to expand and service the convention trade (Goal 3) as well as provide physical improvements to a highly visible portion of the URA that will help support the expansion of tourism and business recruitment to Oregon (Goal 5).

2.3.6 Development Vision for the Oregon Convention Center Blocks (2006)

http://www.pdc.us/pubs/inv_detail.asp?id=592&ty=17

This study identified the VMC as a significant neighborhood asset within the Rose Quarter District which requires better pedestrian linkages from Broadway to the Oregon Convention Center.

2.3.7 Portland Economic Development Strategy (2009)

<http://www.pdxeconomicdevelopment.com/docs/Portland-Ec-Dev-Strategy.pdf>

This strategy identifies the Rose Quarter District as a catalytic site due to city ownership, large tracts of underdeveloped property, and its proximity to downtown and the Willamette River.

2.3.8 Rose Quarter Project Vision and Urban Design Principles (2009)

http://rosequarterdevelopment.org/files/rq_design_vision_and_principles_20091030.pdf

The vision and principles were developed by the SAC, building off the 2001 Rose Quarter Urban Design Plan and Development Strategy. All projects in the district need to be consistent with this document.

2.3.9 **Rose Quarter District Plan (2010-11)**

<http://rosequarterdevelopment.org/library.php>

Taking the 2001 Rose Quarter Urban Design Plan and Development Strategy as a starting point, the Rose Quarter District Plan is an implementation focused urban design plan to set the context for private development within the Rose Quarter. The Plan is providing input to the 2035 NE Quadrant Plan and the ODOT planning around the I-5 / I-84 interchange reconfiguration.

2.3.10 **Historic Buildings and Structures**

All projects that contemplate removal, demolition, or significant alteration to interior or exterior historic materials on City-owned buildings or structures that are designated historic landmarks, listed in the National Register of Historic Places, contributing resources in historic and conservation districts, or listed in Portland's Historic Resources Inventory will consult with the City of Portland Historic Landmarks Commission for advice on preservation, reuse and salvage of historic building materials and advice on the alterations or improvements. A/E has reviewed and is familiar with prior historic study reports of VMC and will perform all design consistent with all applicable historic designation requirements.

3.0 **STATEMENT OF WORK**

This section describes the Work the A/E agrees to perform. When performing the Work under this Contract, the A/E must meet the highest standards prevalent in the industry most closely related to the services being provided.

3.1 **Statement of Work.** Key services the A/E shall provide under the Contract include:

- ❖ **Pre-Schematic Design (“Pre-SD”)** – Section 3.1.0
- ❖ **Schematic Design (“SD”)** – Section 3.1.1
- ❖ **Design Development (“DD”) and City Design Review** – Section 3.1.2
- ❖ **Construction Documentation (“CD”)** – Section 3.1.3
- ❖ **Entitlements** – Section 3.1.4
- ❖ **Technical Assistance During Bidding** – Section 3.1.5
- ❖ **Construction Administration (“CA”)** – Section 3.1.6
- ❖ **Cost Estimating (as stated)** – Cost estimates, where stated below, shall be provided concurrently with the documents to which such estimates relate.

Specifically, the A/E will perform the following tasks and activities and provide PDC with the following deliverables or “Work Products” (meeting the “Work Products Requirements” listed in Section 7 below):

PHASE ONE (Also Includes a Portion of Tasks 3.1.4)

3.1.0 **Pre-Schematic Design (“SD”).** Pre-SD activities and deliverables include:

- 3.1.0.1 **Project Kick-Off.** A/E and representatives of all major A/E consultants shall meet with representatives of PDC, the City, PAM, the Portland Winterhawks, and potentially other parties, to gain an understanding of the work completed to date, validate the Work to be performed under this Contract and the Performance Schedule, agree upon project roles and responsibilities, Project communications, and generally discuss other elements relevant to the Project. A/E shall maintain and distribute to the PDC Project Manager brief meeting notes of all meetings under this Contract, unless PDC does not require such

notes. Such meeting notes must include, at a minimum, major topics of discussion, action items, the resolution status of open issues, and key decisions.

- 3.1.0.2 **Program and Scope Refinement.** Prepare a revised proposed program, and obtain approval of that program ("Preliminary Scope"), with elements selected from the scope of potential renovation work described in EXHIBIT B and other prior scoping materials prepared by BOORA Architects and others, together with alternative elements developed by A/E, with such scope reduced and resolved during the Pre-SD and SD subphases to accommodate the project budget of \$30,500,000 ("Project Budget"). The Project Budget includes both construction costs, project contingencies and soft costs of the Project. The Parties acknowledge that the cost to construct the full Preliminary Scope significantly exceeds the Project Budget. A major element of the Work during the Pre-SD Task shall be (a) A/E's collaboration with the PDC project team to develop a priority list of elements in the Project Scope and provide hard and soft cost estimates for those elements within the Project Budget, so that the PDC project team may select from that list for the purpose of advancing to the next Task and (b) developing alternatives to items on the Preliminary Scope that provide cost, operational, image or overall project benefits or savings.
- 3.1.0.3 **Existing Documentation.** Collect and organize existing historical documentation to be used in the Project. Create electronic base documents of the entire VMC to be used in future Tasks and for archival purposes.
- 3.1.0.4 **Deliverables.** Deliverables to be provided by the A/E to PDC for the activities described above include:
- Revised Scope with priority list of elements to be included in SD, including alternates, cost estimates and explanations
 - Existing documentation
 - Meeting notes (for this Task and others)

3.1.1 **Schematic Design ("SD").** SD activities and deliverables include:

- 3.1.1.1 **Schematic Design ("SD").** During the SD subphase, A/E shall prepare and update alternative SD options for PDC the City of Portland's Office of Management and Finance ("OMF") consideration. Alternatives will include proposed value-engineering ("VE") solutions. The project team will make a final determination on project scope to be carried through Design Development at the end of Schematic Design. Initiate LEED Services referenced in EXHIBIT E of this Contract. A/E and relevant A/E consultant representatives shall attend weekly meetings with PDC/OMF staff and others during the course of Phase 1 of this Contract until SD scope is resolved and schematic designs are approved.
- 3.1.1.2 **SD Cost Estimate.** Prepare SD-level cost estimates and a construction cost budget within the Project Budget. When requested by PDC, this will include construction cost elements of items that are deleted from scope during the course of development of schematic designs, for the purpose of comparing costs and potentially future work.
- 3.1.1.3 **Public meeting(s).** Prepare presentation materials and present SD options to up to two (2) neighborhood / community / stakeholder groups prior to Design Advice Request hearing. The Work includes two evening meetings.
- 3.1.1.4 **Renderings for Public Display.** Create a limited number of SD renderings of the Project.

- 3.1.1.5 **Memorial Gardens.** The Veterans Memorial Gardens, the two lower level plazas to which the 2% for art will apply, will be undergoing conceptual design with the Veterans Focus Group and the Regional Arts and Culture Council (“RACC”). The A/E shall work directly with the landscape architect for the Memorial Gardens and coordinate activities with the Veterans Focus Group and RACC to develop the conceptual design into the overall plan in a manner that enhances operations of the VMC. The Work includes up to three (3) meetings in Phase 1 of this Contract. The full scope of A/E role and responsibilities for work related to the Memorial Gardens will be determined at the conclusion of SD.
- 3.1.1.6 **Shared Thermal Energy System.** PDC and the City have issued a Request for Qualifications to identify providers of thermal energy services that are capable of developing, owning, and operating a thermal energy system to provide heating and cooling services to the VMC and potentially to other facilities in the Rose Quarter. This may inform the Schematic Design process for the VMC. If a provider is selected to explore this opportunity, the A/E will be required to coordinate with the provider to determine which mechanical components will need to be modified to allow for such a system. If such a system is deemed feasible by PDC at the end of SD, A/E will perform additional coordination as necessary in Phase 2.
- 3.1.1.7 **Design Advice Request.** Prepare materials for and present SD options to Portland Landmarks Commission in a Design Advice Request. The Work includes one (1) Design Advice Hearing.
- 3.1.1.8 **Design Selection.** Prepare a summary of Project design options, neighborhood and Landmarks Commission feedback for review with PDC staff. The Work includes three meetings with PDC staff and others as determined by PDC.
- 3.1.1.9 **Historic Tax Credits.** Consult with PDC’s historic tax credit consultants, Heritage Consulting, to ensure SD specifications meet the eligibility requirements for historic tax credits.
- 3.1.1.10 **Construction Staging Recommendations.** Collaborate with PDC, OMF, Portland Arena Management (“PAM”), the Portland Winterhawks, the CM/GC referenced in 3.1.6 below, and possibly others, to identify an appropriate construction staging schedule to minimize the impacts to events and other activities at the VMC. It is expected the CM/GC will lead this process.
- 3.1.1.11 **Energy Incentives.** Coordinate with Clean Energy Works and Energy Trust of Oregon on incentive programs as they relate to the Project.
- 3.1.1.12 **One and a half percent (1.5%) for Solar Technology.** Support PDC in determining if the Project will meet the State of Oregon's 1.5% for Solar Technologies administrative rule (see the second bullet under Section 2.2 above),
- 3.1.1.13 **Deliverables.** Deliverables to be provided by the A/E to PDC for the activities described above include:
- Plan and elevation schematic drawings (including renderings for Project marketing purposes)
 - SD level cost estimates
 - Public meetings and preparatory materials
 - Design Advice Request and preparatory materials

PHASE TWO (Includes Continuation of Tasks 3.1.4 and 3.2)

- 3.1.2 **Design Development (“DD”) and City Design Review.** Upon approval of the final SD drawings by PDC and OMF, the A/E shall begin DD activities and deliverables. A/E VE shall continue during DD as is feasible. Services and deliverables include:
- 3.1.2.1 **60% Design Development.** Prepare 60% DD drawings to include plan view, elevations, and preliminary structural design. PDC will schedule informal consultation with the City of Portland’s Bureau of Development Services (“BDS”) or other City staff, as needed, to discuss key design considerations. The Work includes one (1) review meeting with PDC and one (1) separate meeting with the project team to review 60% DD. PDC and OMF will approve final 60% DD prior to proceeding to next stage of design.
 - 3.1.2.2 **60% DD Cost Estimate.** Perform 60% DD cost estimate based on completed drawings.
 - 3.1.2.3 **LEED Services.** Meet with PDC’s project manager, and the Bureau of Planning and Sustainability (“BPS”) to review opportunities for incorporating green design/sustainable elements. Note the project is intended to meet the U.S. Green Building Council’s Leadership in Energy and Environmental Design (“LEED”) Gold standard. A/E’s LEED Certification Services, which continue through Task 3.1.3 until completion of the LEED Services, are included in EXHIBIT E of this Contract.
 - 3.1.2.4 **Memorial Gardens.** Continue to coordinate design activities with the Veterans Focus Group and RACC regarding the Veterans Memorial Gardens. The Work includes up to three (3) meetings in Phase 2 of this Contract.
 - 3.1.2.5 **90% DD Design Review Submittal.** Prepare and submit an application to BDS for Landmarks Commission Review of the Project. A Type III Review will be required. The A/E shall prepare all required documents and presentation materials. Graphics should include plans, cross sections, elevations, and presentation materials that include perspectives and elevations. Deliverables include coordination with BDS staff, OMF staff, and others as necessary to develop all narrative, plans, and details required to submit a complete application. Preparation of 90% DD drawing set.
 - 3.1.2.6 **90% DD Cost Estimate.** Perform 90% DD cost estimate based on completed drawings.
 - 3.1.2.7 **Public Meetings.** Present Design Review materials to neighborhood groups in advance of Design Review Hearing. The Work includes up to three (3) evening meetings.
 - 3.1.2.8 **Coordination with CM/GC.** It is anticipated that a Construction Manager / General A/E (“CM/GC”) project delivery method will be employed for the renovations (see Section 3.1.6 below). The A/E must engage the selected CM/GC during DD to assist with constructability and value engineering services. The Work includes up to six (6) meetings.
 - 3.1.2.9 **Landmarks Commission Approval and State Historic Preservation Office Submittal.** Due to the historic status of the VMC, the Portland Historic Landmarks Commission will be the design review body for the Project. The A/E shall attend Landmarks Commission meeting(s) with PDC to present the Project and assist in answering any questions. PDC will pay Design Review application fees. A/E must also submit materials for State Historic Preservation Office (“SHPO”) review and approval.

- 3.1.2.10 **100% Final Design Development Drawings, Renderings and Preliminary Cost Estimate.** Make any revisions to 90% DD design based on comments and input from Landmarks Commission, as directed by PDC, and prepare 100% DD. Prepare a list and identify potential Value Engineering (“VE”) items and potential Add/Deduct Alternatives. The Work includes one (1) review meeting with the project team to review 100% DD.
- 3.1.2.11 **100% DD Cost Estimate.** Perform 100% DD cost estimate based on completed drawings, VE, and Add Alternate items.
- 3.1.2.12 **Deliverables.** Deliverables to be provided by the A/E to PDC for the activities described above include:
 - 60% DD drawings and preliminary cost estimate
 - 90% DD drawings, presentation renderings and preliminary cost estimate
 - Public meetings in advance of Design Review Hearing and preparatory materials
 - 100% DD drawings, presentation renderings, and preliminary cost estimate
 - Landmarks Commission Submittal and preparatory materials
 - Landmarks Commission approval
 - SHPO submittal materials

3.1.3 **Construction Documents (“CD”).** Upon PDC and OMF’s approval of the 100% DD drawings, and subsequent to City Council’s approval of the Project, the A/E shall begin CD activities and deliverables. A/E shall continue (1) VE during CD, as is feasible; and (2) LEED Services, as appropriate. Services and deliverables include:

- 3.1.3.1 **60% Construction Documents.** Prepare 60% CD drawings and draft technical specifications (except for Division 0 & 1 general sections) to include all necessary plan view, section and details anticipated for the project. PDC will specify the format. Initiate any Right of Way permit design work as may be necessary for street, storm, and/or utility work. Update the list of potential VE items and potential Add/Deduct Alternatives. The Work includes one (1) review meeting with the project team to review 60% CD.
- 3.1.3.2 **60% CD Cost Estimate.** Perform 60% CD cost estimate based on completed drawings, VE, and Add Alt items. PDC and OMF will make final decisions on VE items and Add/Deduct items.
- 3.1.3.3 **90% Construction Documents.** Make all changes requested after review of 60% CD drawings and technical specifications and prepare 90% CD drawings and draft technical specifications (except for Division 0 & 1 general sections) to include all necessary plan view, section, and details anticipated for the project. The Work includes one (1) review meeting with the project team to review 90% CD.
- 3.1.3.4 **90% CD Cost Estimate.** Perform 90% CD cost estimate based on completed drawings, VE, and Add Alt items.
- 3.1.3.5 **Final (100%) Construction Documents.** Make all changes requested after review of 90% CD drawings and technical specifications and prepare 100% CD drawings and draft technical specifications (except for Division 0 & 1 general sections) to include all necessary plan view, section and details anticipated for

the project. Final drawings and technical specifications will become the property of the PDC.

3.1.3.6 **Final (100% CD) Cost Estimate.** Perform 100% CD cost estimate based on completed drawings, VE, and Add Alt items.

3.1.3.7 **Deliverables.** Deliverables to be provided by the A/E to PDC for the activities described above include:

- 60% CD, cost estimate, and all required application materials
- 90% CD and cost estimate
- 100% CD and final cost estimate (Bid Set)

3.1.4 **Entitlements.** As outlined above and prior to construction, the A/E shall endeavor to obtain all necessary entitlements and permit approvals necessary to construct the Project, including, but not limited to the following:

- City Landmarks Commission Design Review approval, as outlined above
- State Historic Preservation Office (“SHPO”) approval
- General Building Permit

A/E’s activities for this Task include:

3.1.4.1 Attend any pre-application meetings and other visits to BDS as required to complete plans and specifications as directed.

3.1.4.2 Make changes to the permit set to address code-required changes identified during the permit review process.

3.1.4.3 Revise any drawings and prepare final Construction Set of drawings and technical specifications. PDC shall pay all application fees and any system development charges.

3.1.5 **Technical Assistance During Bidding.** As mentioned below, the Project will most likely utilize a Construction Manager / General (“CM/GC”) delivery method with a selected contractor engaged for Value Engineering and constructability services during DD. The A/E’s bidding assistance activities include:

3.1.5.1 Attending pre-bid meeting with potential bidders as directed by PDC.

3.1.5.2 Prepare any technical response to construction contractor questions, substitution requests, and to enable PDC to generate any Addenda. Anticipate three (3) addenda during the bid period.

3.1.6 **Construction Administration (“CA”).** It is assumed that Portland Arena Management (“PAM”) will select, award, and manage the CM/GC contract for the renovations, pursuant to separate agreement between PAM and the City. Upon award of the CM/GC construction contract and issuance of Notice to Proceed, the A/E shall perform the tasks outlined below. The construction period is anticipated to be nine (9) months (excluding the contingency and punchlist period). If PDC elects to assign this Contract or Contract Management to PAM (see paragraph 7.c in the terms and conditions of this Contract), PAM intends to provide overall Construction Project Management services to include contract management, payments, special inspection services, selecting a commissioning agent, etc. The A/E’s activities for this task include:

3.1.6.1 Review and respond to Submittals, Request for Information, Substitutions, Architectural Supplemental Instructions, Design Build, Proposal Requests and

Change Order Requests. All information to/from construction contractor will flow through PAM's Construction Project Manager.

- 3.1.6.2 Participate in weekly onsite meetings and field observation. The Work includes one (1) meeting plus four (4) hours field observation weekly. Respond to any technical issues and observe work for general conformance with Contract documents. Advise Construction Project Manager of any and all technical issues.
 - 3.1.6.3 BDS, City of Portland Office of Transportation ("PBOT"), and the City of Portland Bureau of Environmental Services ("BES") Deferred Submittals (if any). Coordinate and prepare any technical information necessary for permit deferred submittals necessary to obtain final approval. General contractor will be responsible for obtaining any and all specialty permits.
 - 3.1.6.4 Participate in substantial completion punch-list walk-through and prepare technical punch-list items for the Construction Project Manager. Re-inspect any punch-list work as directed. Review any technical closeout documents to include contractor furnished as-built drawings, O&M manuals and manufacturer warranty information (if any). Electronic "as-builts" will be required.
 - 3.1.6.5 If requested by PDC, OMF, or PAM, participate with PAM's Commissioning Agent on activities related to the commissioning of renovated building systems including, but not limited to, elevator, HVAC, ice rink etc. Provide technical information on system design, efficiency and assist Commissioning Agent on resolving any issues.
 - 3.1.6.6 Perform such other construction administration services as may be requested that are typically allocated to the Architect under standard AIA agreements.
- 3.1.7 **Bidder-Design Work.** A/E shall identify work to be done by design-build subcontractors or vendors, such as scoreboards, seating signage, etc. ("Design-Build Work"). If professional design services or certifications by a design professional related to Design-Build Work are specifically required by the Contract Documents, with PDC's approval, A/E shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Design-Build Work designed or certified by the design professional shall bear such professional's written approval when submitted to the A/E, if required by law. A/E shall be entitled to reasonably rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals. A/E shall be responsible for Coordination of the Design-Build Work with the other design and construction documents for the Project. "Coordination" of Design-Build Work means (a) overseeing the timeliness of the work and its design and promptly notifying Owner and Contractor of any delay in the same; (b) reviewing the designs and specifications for observable quality problems and to detect incompatibilities or inconsistencies with the Project program and A/E's designs and specifications ("Design Conflicts"); (c) preparing A/E's plans and specifications to reasonably avoid Design Conflicts; (d) identifying Design Conflicts promptly to PDC, and making proposals to PDC for resolution of Design Conflicts; (e) implementing resolutions of Design Conflicts into A/E's drawings and specifications; (f) performance during the CA A/E's duties with respect to such work, under Section 3.1.6 and; (g) such other duties related to such work as are identified in this Contract. The cost of such services in connection with the Design-Build Work is included in A/E's base compensation.

3.2 Business and Workforce Equity; Reporting. A/E will endeavor to maximize the number of State of Oregon certified minority-owned, women-owned firms, and veteran-owned firms working on the Project, and build these firms' capacity to participate in future professional service contracts. In support of this goal, the A/E shall:

3.2.1 Initial Report; Workforce Diversity. Provide PDC with a report that outlines, to the extent practicable (a) A/E's workforce diversity characteristics by race, gender, and veteran status. A/E should include the number of minorities, women, and veterans within their current workforce broken out by ethnicity, positions held, and project work hours projected expected to be performed on the Project; (b) how A/E provides and/or intends to provide advancement opportunities for women, minorities, and veterans within their respective firms and (c) ways or plans or mentoring and training minorities, women, and veterans that are entering the field.

3.2.2 Subcontracting Plan. Adhering to the subcontracting plan as outlined in Section 5.8 of the A/E's response to PDC's Request for Proposals #11-02, aspire to exceed a ten percent (10%) utilization rate of M/W/ESB-certified firms (as that term is used in the RFP), based on the total Contract cost.

3.2.3 Outreach and Subcontracting. Perform focused outreach to ensure minority, women, and veteran-owned businesses are aware of the Project's remaining contracting opportunities, including attending pre-bid, one-on-one, and networking meetings involving PDC, the A/E subcontractors and subconsultants, as well as MBE and WBE contractors and consultants. Identify and endeavor to increase opportunities for minority-owned, women-owned, and veteran-owned firms by subcontracting portions of the Work, where feasible.

3.2.4 Encourage and/or Facilitate Certification, Internships, or Mentorships. Encourage the uncertified minority-owned and women-owned firms that are working on the Project to obtain M/W/ESB certification from the State of Oregon Office of Minority, Women, and Emerging Small Business, if applicable. Facilitate mentorship opportunities, related to the Project, for minorities, women, and veterans.

3.2.5 Final Report. Provide a final report to PDC at the completion of all Work performed under this Contract. This report must include details on:

- Successes and difficulties experienced in performing the activities described in this section
- Any lessons learned that can be applied to similar projects
- Overall participation rate of minority, women and veteran-owned firms (including estimates of total number of hours and fees worked on the Project)
- Outreach performed that relates to the goals described in this section
- Any internships, mentorship, or employment positions filled by minorities, women, and veterans during the performance of the Work

For the purpose of this section 3.2, "minority" is defined as the racial and ethnic groups identified in Oregon Administrative Rule 445-050-0005(6). Only firms that are certified by the State of Oregon as minority-owned or women-owned will be included in calculating related utilization rates.

3.3 Additional Meetings. A/E and its consultants shall attend meetings in addition to the total enumerated above, at the request of PDC. Unless such additional meetings arise from the nonperformance of A/E or its consultants, such additional meetings shall be an

Additional Service to the Work, if A/E complies with the provisions of Section 5.9. PDC may reallocate meetings included among basic services of the Work, so that if A/E attends fewer than the enumerated meetings above in one category, the unused meeting allocation may be reallocated to another category without any increase in compensation.

3.4 Portion of the A/E's Proposal Attached. Section 5.6 of the A/E's competitive proposal (pages 87 – 102), dated August 11, 2011, is hereby made a part of this Contract and is attached to this Contract as EXHIBIT D. In the event of a conflict of terms or obligations between the exhibits (A and D), the obligations and requirements contained in this EXHIBIT A will govern.

4.0 PERFORMANCE SCHEDULE

The A/E's shall complete the work according to the following performance schedule:

PERFORMANCE SCHEDULE	
Tasks, Activities and Deliverables	Deliverables / Milestones Complete
SD Complete (for final approval)	December 16, 2011
DD Complete (for final approval)	Phase 2 – See Section 1.2
CD Complete (for final approval)	Phase 2 – See Section 1.2
Entitlements and Building Permit procured	Phase 2 – See Section 1.2

This schedule may be modified by the written agreement between the Project Managers of PDC and A/E. An email exchange establishing alternative due dates for these milestones will suffice for the purpose of the "written agreement" required by this paragraph.

5.0 COST OF SERVICES

5.1 Maximum Compensation. In consideration of the satisfactory performance of services the A/E agrees to provide under this Contract, PDC agrees to compensate the A/E a sum not to exceed **FIVE HUNDRED FORTY-SEVEN THOUSAND THIRTY AND 00/100 DOLLARS (\$547,030.00)** for the Phase 1 Work together with a sum not to exceed the amount identified in the applicable Amendment or Change Directive issued pursuant to Section 1.2 above for the Phase 2 Work, for a contract cost not to exceed the total of such limits for both the Phase 1 and Phase 2 Work, plus reimbursable expenses (including Travel Expenses), less unapplied Contract Contingency, in all cases subject to the applicable not to exceed limits at any Task or subphase under Section 5.2 below. Such sums are payable on the basis of the A/E's time and materials in proper performance of the Contract in accordance with the rate schedule(s) below and the limits and terms and conditions hereof.

5.2 Project Phases. The fees associated with each major Task in the table immediately below may be re-allocated between various Tasks upon the mutual written agreement between the Project Managers of PDC and A/E (this PDC right shall not be considered assigned absent express written statement to the contrary by PDC). An email explanation and consent between the Project Managers of PDC and A/E will suffice for purposes of the "written agreement" required by paragraph. At its sole discretion, PDC may elect to reduce or remove certain Tasks after discussion with A/E and equitable adjustment to this Contract through a written amendment to this Contract.

PHASE ONE	
Project Subphase (or Task)	Estimated Fees
Pre-Schematic Design (Section 3.1.0)	\$ 56,830.00
Schematic Design (Section 3.1.1)	\$ 435,400
Entitlements, Phase 1 (Section 3.1.4)	\$ 22,800
Additional Services Budget for Phase 1 (Section 5.9)	\$ 20,000
Total Phase One Work (excluding travel, reimbursable expenses, see below)	\$ 545,030.00
PHASE TWO	
Project Subphase (or Task)	Estimated Fees
Design Development (Section 3.1.2)	Phase 2 – See Section 1.2
Construction Documentation (Section 3.1.3)	Phase 2 – See Section 1.2
Entitlements, Phase 2 (Section 3.1.4)	Phase 2 – See Section 1.2
Bidding Assistance (Section 3.1.5)	Phase 2 – See Section 1.2
Construction Administration (Section 3.1.6)	Phase 2 – See Section 1.2
Bidder-Design Work (Section 3.1.7)	Phase 2 – See Section 1.2
Business and Workforce Equity (Section 3.2)	Phase 2 – See Section 1.2
Additional Services Budget for Phase 2 (Section 5.9)	Phase 2 – See Section 1.2
Total Phase Two Work (excluding travel, reimbursable expenses, see below)	Phase 2 – See Section 1.2
Travel Expenses (Section 5.7)	\$ 6,000 (Phase 1)
Reimbursable Expenses, Not Travel (Section 5.8)	\$ 6,000 (Phase 1)
Total Contract Cost (Phase One)	\$ 547,030.00

5.3 **Personnel Expenses.** The following the hourly rate schedule shall be used for all personnel expenses billed under this Contract:

An asterisk (*) denotes a “Key Personnel” (as that term is used in paragraph 15 on the terms and conditions of this Contract)

HOURLY PERSONNEL RATES			
Position	Personnel Assigned		Hourly Rate
Principal in Charge	James Meyer*		\$175 per hour
Project Manager	Randall Heeb*		150
Project Architect	Chris Roberts		125
Architect 4	TBD		100
Architect 3	TBD		85
Architect 2	TBD		65
Approved Subcontractors and Subcontracted Personnel			
Subconsultant/ Subcontractor	Position	Personnel Assigned	Hourly Rate
AECOM	Principal in Charge	William Crocket*	\$325 per hour
AECOM	Project Manager	Michael Arnold*	165
AECOM	QC / Technical Lead	Stephen Duethman	210
AECOM	Project Architect	Jeff Ramsey	190
AECOM	Project Designer	Dongjin Seo	120

AECOM	Intern Architect	TBD	100
AECOM	Interior Designer	TBD	85
AECOM	Project Coordinator	TBD	85
Bainbridge	Principal	Andrea Bainbridge	150
Bainbridge	Project Manager	Rachel Schubert	110
Bainbridge	Senior Designer	TBD	110
Wrightson, Johnson	Principal	Jack Wrightson	225
Wrightson, Johnson	Principal	Chris Williams	225
Wrightson, Johnson	Project Manager	TBD	200
Wrightson, Johnson	Engineer	TBD	150
Wrightson, Johnson	CADD Tech.	TBD	90
Wrightson, Johnson	Clerical	TBD	60
Wrightson, Johnson	Senior Associate	Gary White	200
PAE Engineers	Principal	Conrad Brown	200
PAE Engineers	Principal	Stephen Turina	200
PAE Engineers	Senior Engineer	TBD	145
PAE Engineers	Lead Engineer	TBD	130
PAE Engineers	Project Assistant	TBD	80
PAE Engineers	Staff Engineer	TBD	105
PAE Engineers	CAD	TBD	80
MLC Engineering	Principal	Lun Chau	130
Mayer-Reed	Partner	Carol Mayer-Reed	160
Mayer-Reed	Senior Staff	TBD	110
TCC & Assoc.	Principal Engineer	TBD	170
TCC & Assoc.	Lead Project Eng.	TBD	160
TCC & Assoc.	Project Manager	TBD	150
TCC & Assoc.	Admin Assistant	TBD	70
KPFF	Principal In Charge	Blake Patsy	180
KPFF	Project Manager	TBD	130
KPFF	Design Engineer	TBD	110
KPFF	Associate	Josh Richards	130
KPFF	Drafter	TBD	95
Madden & Baughman	Principal	Thomas Baughman	95
GBS	Principal	Elaine Aye	170
GBS	Principal	Ralph DiNola	170
GBS	Consultant	TBD	115
GBS	Coordinator	TBD	95
FM Burch	Principal	Faye Burch	125
FP&C Consult	Principal in Charge	Paul Villotti	175
FP&C Consult	Code Consultant	TBD	175
FP&C Consult	Technician	TBD	110
Morrison Hershfield	Associate	Claude Louvouezo	195
Morrison Hershfield	Tech IV	TBD	175
Morrison Hershfield	Tech I	TBD	110
Davis Langdon	Cost Estimator	Steve Kelly	205
William Caruso	Principal	William Caruso	300
William Caruso	Principal, Dir of Design	Stephen Young	225
William Caruso	Sr Assoc., Project Director	Marcin Zmejiko	150
William Caruso	ACAD Technician	Jason Clarke	90
William Caruso	ACAD Technician	Rob Curea	90
William Caruso	Assoc., Proj Director	Phil Landgraph	150
Downstream	Project Manager	TBD	80
Downstream	2-D Design	TBD	160

Peter Meijer Arch.	Principal	Peter Meijer	150
Peter Meijer Arch.	Preservation Planner	TBD	100

5.4 **Addition, Replacement, and Removal of Personnel.** If any personnel are added or replaced by other personnel under this Contract, an email exchange between the Project Managers of PDC and A/E agreeing to the addition or replacement of the personnel will suffice for purposes of the “written approval” required under paragraph 15 of the terms and conditions of this Contract.

5.5 **Billing Increment.** Personnel expenses shall be billed on a quarter-hour (0.25) basis, rounded up to the nearest quarter hour (e.g., fifty (50) minutes of work shall be billed as 1 (one) billable hour; 1 hour and ten minutes of work shall be billed as 1.25 billable hours, etc.).

5.6 **Adjustment of Hourly Rates Due to Inflation.** Annual adjustment of Contract rates will be considered upon written request from the A/E to PDC. Approval of the request for rate increase is solely within PDC’s discretion and PDC is under no obligation to approve such a request. All such rate increase requests are subject to the following limitations:

- No increase will be considered during the first twelve months the Contract is in effect
- No more than one increase will be considered per year
- All requests must include verifiable documentation that clearly demonstrates increased costs to the A/E for the contracted positions
- Requests for rate increases shall only be proposed in proportion to increases in the A/E’s costs for the contracted positions
- If the rate increase request is approved, the parties will agree to the approved increase by a written amendment to the Contract, prepared by PDC. If the rate increase is not approved, PDC will explain the reason for declining the rate increase request
- The rate increase will be effective only upon execution of the Contract amendment
- Rate increases will not be retroactive
- In no event will a rate increase change the maximum amount payable under this Contract

5.7 **Travel Expenses.** PDC will reimburse up to **\$6,000** (applies to Phase 1; a separate cap will apply to Phase 2) of the A/E’s travel expenses, but only when travel is essential to the A/E’s obligations under this Contract. Prior to traveling, the A/E must receive PDC’s prior written authorization to incur reimbursable travel expenses. The A/E shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to PDC and the public. As such, reimbursement of travel expenses will be limited in the following manner:

- Airfare will be reimbursed at the most cost-efficient round-trip economy/coach class rate
- Airport parking will be reimbursed at the long-term or economy lot rate for that airport
- Hotel stay must be at a moderate standard room rate
- Rental vehicles must be limited to economy or compact-sized rented vehicles
- Meals and incidental expenses (“M&E”) must be calculated using the current U.S. General Services Administration (“GSA”) per diem rate for Portland,

Oregon⁵. For the first and/or last day of travel, M&E will be pro-rotated as follows:

- Breakfast: 25%
- Lunch: 25%
- Dinner: 50%

As of August 1, 2011, the full-day per diem rate for Portland Oregon is \$66.

- Local ground travel using Key Personnel(s)' privately-owned vehicle ("POV") will be reimbursed the current GSA rate for POVs⁶ (as of August 1, 2011, the GSA for POVs is \$0.51 per mile). Automobile travel using Key Personnel's privately-owned vehicles to and from an airport will be reimbursed at the lesser of: (a) the distance from the Key Personnel's residence to the airport or (b) the distance from the Key Personnel's place of business to the airport;

Travel costs will be reimbursed at direct cost (i.e. without mark-up). Except for meals, the A/E must supply copies of receipts to support expense reimbursement; PDC may request additional documentation to support any requested travel reimbursement as a condition to payment. PDC strongly encourages the use of public transportation for all local transit in the performance of work under this Contract.

5.8 **Reimbursable Expenses, Not Travel.** PDC will reimburse up to **\$6,000** (applies to Phase 1; separate cap will apply to Phase 2) for other direct costs expended by the A/E to complete the Work ("Reimbursable Expense(s)"). Reimbursable Expenses shall be billed at direct cost (i.e., without mark-up) and may include document reproduction, artistic renderings of the Project, printing, mailing, courier services, and other associated administrative expenses. Any single Reimbursable Expense in excess of \$500 requires the advance written approval of the PDC Project Manager. The A/E shall provide PDC with copies of third-party receipts or invoices for all such Reimbursable Expenses and PDC may request additional documentation to support any requested expense reimbursement.

5.9 **Additional Services.** All services of A/E and its consultants stated or referenced herein, or necessary or incidental to complete the Work and provide all Deliverables within the scope of this Contract, will be performed within the maximum compensation limits stated in this Section 5 of this Contract. Neither A/E nor any consultant shall be entitled to claim that a service is an additional service outside the scope of this Contract, nor be entitled to any compensation in excess of such maximum compensation limits, unless PDC approves in writing, in advance, that such service is an additional service and the additional compensation applicable to such service.

PDC maintains a PDC-controlled contingency for this Contract not to **\$20,000** for Phase 1 (and which PDC may increase at its discretion for Phase 2) which is included in the maximum compensation. At its sole and absolute discretion, PDC may allocate these funds to the various Tasks or subphases as project risks and unknowns are discovered during performance of Work or to require performance by A/E of additional Work related to this Project. Such allocation shall not increase the maximum compensation but shall reduce the PDC contingency. Allocation of this contingency does not require a formal modification of this Contract but must be agreed in writing between the Project Managers of PDC and A/E (such as through email) and include the following information:

- Work to be performed

⁵ <http://www.gsa.gov/portal/content/110007>

⁶ <http://www.gsa.gov/portal/content/100715>

- Contract Phase and Task to which the portion of the contingency will apply
- Approximate value of the additional work
- Anticipated completion date of the additional work

5.10 **Pre-Contract Services.** A/E shall be entitled to no compensation or reimbursement for services provided prior to mutual execution and delivery of this Contract, except as follows. If PDC, at its discretion, has executed one or more purchase orders for pre-Contract services from A/E for this Project, (a) such purchase orders are superseded by this Contract; and (b) the compensation and reimbursement under such purchase orders are included in the maximum limits of this Section 5, and (c) the work and deliverables under such purchase orders will be considered be performed under the terms and conditions of this Contract, provided any previous meetings under such purchase orders will not be applied against the meeting numbers anticipated under this Contract.

6.0 BILLING AND PAYMENT PROCEDURES

6.1 The A/E must submit itemized invoices to PDC to receive payments under this Contract. Each invoice must contain sufficient detail to determine the work performed for the amount requested and contain, at a minimum, the following details:

- Invoice date
- Contract number
- Timekeeping records for all personnel expenses (by name/title), by Contract Phase and Task, with a brief description of activities
- Billing rate applied (Not to exceed the rates listed in the "Hourly Personnel Rates" section above)
- Description of reimbursable items (if reimbursement of allowable expenses is requested, attach a copy of receipts to the invoice)

6.2 The form shall be determined by the PDC Project Manager. Invoices may be submitted monthly, or at such other interval as is specified by the PDC Project Manager.

6.3 PDC shall process payment in its normal course and manner for accounts payable, **NET 30 DAYS**. Discounts offered by the A/E for earlier payment are encouraged, but PDC shall not be obligated to make payment in less than 30 days from the date the invoice is received.

6.4 Payment information will be reported to the U.S. Internal Revenue Service under the name listed on the first page of this Contract with the taxpayer identification number provided by the A/E prior to the Contract Effective Date. Information not matching IRS records may result in 20% backup withholding of payments.

6.5 PDC reserves the right to reject and refuse payment of any invoice received by PDC either (a) more than 90 days following the date on which the final work product is accepted by PDC, or (b) more than 90 days following the expiration date of this Contract, whichever is sooner.

7.0 WORK PRODUCTS REQUIREMENTS

Any Work Products provided to PDC under this Contract should be in electronic format on CD, DVD and/or email, meeting the following criteria. No Work Product shall be password-protected unless PDC is provided the password.

- When requested by PDC, the A/E must provide materials in the native file format of the programs they were created in: Microsoft Word, Quark Express, and Adobe Creative Suite (InDesign, Illustrator and Photoshop).

- Print projects require high-resolution electronic files of all “placed art and images” used in the layout (300-dpi minimum resolution, in .EPS, .TIF (preferred) or .JPEG format, as appropriate)
- Web projects require web-optimized graphics, all native, editable PhotoShop and Flash files used to produce graphics and animations, and HTML and CSS files created in the development of the web site

If the above formats are not available, provide files in two (2) versions of "Adobe Acrobat PDF":

- Print quality (high resolution) PDF document suitable for print and
- Web quality (standard resolution) PDF documents suitable for posting on our website.

The A/E will also provide three (3) hard copies of any document, when requested by PDC, preferably on recycled paper.

**EXHIBIT B to the PERSONAL SERVICES CONTRACT for
Architectural Design and Engineering: Veterans Memorial Coliseum Renovations**

**RENOVATIONS SCOPE
(TO BE REDUCED)**

CAPITAL REPAIR AND IMPROVEMENT

Item	Description
A.01	Replace existing Ice Rink system with NHL size rink, including: Ice Floor, Dashers, Glass, Ice Plant/Chiller, Pumps, Piping, Insulated concrete slab, etc.
A.02	Replace chiller, pumps, piping & assoc. controls
A.03	Recondition and re-commission existing air handlers, fans & ductwork in mechanical rooms
A.04	Recondition existing cooling tower
A.05	Replace boiler, heating pumps & piping
A.06	Replace remaining HVAC controls, complete transition from multiple systems controls to integrated BMS system, compatible with other existing Rose Quarter buildings and facilities.
A.09	Replace building main electrical switchgear, including transfer switches and panels
A.10	Reconditioning of event level meeting room electrical systems
A.11	New Arena Event Lighting, shuttered HID fixtures for instant dark
A.13	Exhibit Hall Lighting, replace with T-8 fixtures
A.14	Meeting Room lighting upgrade to more energy efficient and controlled fixtures.
A.15	Full replacement of domestic plumbing, cold & hot water supply & return
A.16	Replaced restroom valves and fixtures with water efficient models
A.17	Replace water cooled refrigeration systems
A.18	Arena Audio Replacement, interface with new scoreboard, includes assisted listening system
A.19	Replace existing curtain tracks, motors and controls at seating bowl perimeter
A.20	New TV/ Cable / Intercom system and infrastructure
B.01	Replace existing 14 overhead coiling doors
B.02	Replace existing 2-stop Freight Elevator with new 10,000 lb.
B.05	Seal existing misc. rated wall penetrations
B.07	Replace and reconfiguration existing seating, including accessible seating locations and layouts. Linked to item D.08
B.08	Upgrade finishes in event related locker and dress rooms.
B.09	Remodel/upgrade exhibit hall to Level C3 renovation, include MH Report Item #14 - repair leaks
B.10	Upgrade event level kitchen, to level B2 renovation, reduce overall size by 50%, replace all kitchen equipment.
B.12	Complete renovation of existing concourse & event level stands in place, level A2 renovation, including equipment. See D.03 for casework information
B.13	Memorial Restoration, including replacement of pumps and piping, replacement of tile
B.15	Provide overflow drains at 4 low points of roof near existing roof drains
B.16	Replace roof at Carpenter Shop/Magazine Rooms on south side of building
B.17	New signage/wayfinding/graphics package
B.18	Reseal curtain wall system, see Morrison Hershfield report item 6.
B.19	Replace coliseum and entry pagoda roofs, new tapered insulation

Item	Description
C.01	Upgrade above ceiling catwalk system to meet OSHA requirements
C.02	Replace fire sprinkler system at entry pagoda
C.03	Provide exiting study to determine if fire sprinkler coverage is required at concourse. Linked to items C.06 & C.11, for coordination with Fire Marshal
C.04	Asbestos Abatement – Owner and contractor(s) to evaluate and address.
C.05	Provide building wide Fire Alarm system, may need Fire Command Center
C.06	Provide smoke exhaust study to determine if existing room fans are adequate or require new and or larger capacity, connect to new fire alarm system. Linked to items C.03 & C.11 for coordination with Fire Marshal
C.07	Upgrade emergency lighting at egress paths as needed.
C.08	Handrail and guardrail upgrade at seating bowl, concourse & exterior
C.09	Slip resistant stair nosings throughout
C.10	Provide fire sprinkler coverage at enclosed areas of Concourse level (concessions, restrooms, etc.)
C.11	Connect (e) 80,000 cfm exhaust fans to fire alarm system & emergency backup power. Linked to items C.03 & C.06, for coordination with Fire Marshal
D.01	Replace concourse level, east side exterior entry door hardware.
D.02	Replace all interior doors and hardware to meet accessibility requirements.
D.03	Replace all concessions casework with accessible counters. Linked to item B.12.
D.05	ADA compliant signage throughout building
D.06	Provide assisted listening devices in arena. Linked to items A.18
D.07	Handrail and guardrail upgrade at seating bowl, concourse & exterior
D.08	ADA seating concrete infills, Linked to items B.07
D.09	Replace existing 2-stop passenger elevator, in same location, with new, accessible, and faster elevator

OPERATIONAL ENHANCEMENTS

Item	Description
E.01	Architectural Lighting Improvements - Concourse & Exterior
E.02	East concourse entry improvements, including new box office, retail kiosk, reuse/revise entry vestibule glazing system
E.03	New east concourse level entry glass canopy between building and entry pagoda
E.04	Concourse freestanding concessions - 3 portable carts & 1 fixed bar
E.05	Integrate 50 HD monitors into overall project at the concourse level
E.06	Restoration of existing wood glulam columns & entry pagoda
E.07	Increase concourse floor area by bridging over portions of west exit stairs, and 3 additional stairs based on final code analysis and Fire Marshal approval
E.09	New Point of Sale system for all concessions, approximately 62 terminals.
E.10	Add 2-stop passenger elevator adjacent to existing. Concourse level: locate elevator inside the 'ticketed' area. Event level: provide hallway and elevator machine room to connect to corridors to east and west.

Item	Description
F.01	New Scoreboard and Head In Equipment
F.02	LED monitor signage system above vomitories at the concourse level.
F.03	North End Party Deck, with accessible lift, seating, concessions (bar)
F.04	North event level 'stage' area – increase rigging capacity at roof trusses from 60,000 lbs. to 100,000 lbs.
F.05	Removable 'Half House' curtain and trusses for alternate event seating (similar to Rosegarden "Theater of the Clouds" layout).
F.08	Full renovation of concourse & event level bathrooms Level A2 renovation to meet ADA requirements. Linked to item A.15 for new water efficient fixtures.
F.10	Provide acoustical absorption panels/drapes at the curved ends of the event level walls
F.11	Provide acoustical absorption above the suspended ceiling
G.01	New tunnel between Winterhawks locker room and player bench area.
G.02	Winterhawks Office - relocate, remodel & increase area. Level A1 renovation. Includes restrooms required by work & relocation of electrical room. Include enclosure of Pine Court breezeway.
G.03	Create an event level "Club" room from the Fountain Room and adjacent catering/finishing area. Level B1 renovation
G.04	Upgrade Finishes in Public/Lobby areas of event level. Level C1 renovation
G.06	Complete renovation of Winterhawks locker room at the event level. Level A2 renovation
G.07	Upgrade finishes in existing event level meeting rooms. (excludes Exhibit Hall) Level C2 renovation. Excludes Club room (G.03), Exhibit Hall, and Simpson room (becomes storage). Links to A.10 & A.14 meeting room lighting and power.
G.08	Convert Simpson Room to Storage.
L.01	Shore power stations in parking lot, provide (3) 50 amp receptacles and assoc. conduit, wiring & distribution panels
L.02	Fan-visible party deck on north end of arena

ENHANCE COMMUNITY USES

Item	Description
H.01	Memorial Enhancements, improvements to Veterans Memorials above restoration (B.13)
H.02	East Plaza Improvements, including 40'X40' Stage, steps & ADA ramp, electrical, A/V, data systems
K.01	Community Ice Rink Center - Level B2 renovation of event level, north concessions stand to a skate rental center.

LOW PRIORITY

Item	Description
M.03	Add concourse level "Aperture" which opens up seating bowl to the concourse at the east side.

**EXHIBIT C to the PERSONAL SERVICES CONTRACT for
Architectural Design and Engineering: Veterans Memorial Coliseum Renovations**

INSURANCE REQUIREMENTS

Prior to execution of this Contract, A/E must provide PDC with adequate certificates of insurances, consistent with the following requirements. The A/E's insurance shall be primary insurance, and any insurance or self-insurance maintained by PDC and/or the City of Portland shall not contribute to it. During the term of this Contract, A/E shall maintain in force at its own expense, each type of insurance noted below:

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

Required and attached or A/E is exempt. Certified by A/E: _____
Signature/Title

2. **Commercial General Liability insurance** on an occurrence basis with a combined single limit of not less than **\$2,000,000** each occurrence for bodily injury and property damage. The general liability insurance shall provide contractual liability coverage for the indemnity required under this Contract. The coverage shall name **The Portland Development Commission, the City of Portland, Rip City Management LLC doing business as Portland Arena Management, AEG Facilities LLC, Winter Hawks Inc., Avenir Sports and Entertainment LLC and each of their respective officers, agents, and employees and assigns** as Additional Insured with respect to the A/E's services to be provided under this Contract.

Required and attached or Waived

3. **Automobile Liability insurance** with a combined single limit of not less than **\$1,000,000** each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Required and attached or Waived

4. **Professional Liability insurance** with a combined single limit of not less than **\$2,000,000** against liability for personal injury, death or damage of property, including loss of use thereof, arising from the A/E's professional negligence, malpractice, errors or omissions in any way related to this Contract.

Required and attached or Not Required or Waived

5. **Tail Coverage.** For Professional Liability written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of twenty four (24) consecutive months. In lieu of "tail" coverage, continuous "claims made" liability coverage for a term of twenty four (24) consecutive months immediately following Contract completion will be acceptable to PDC, provided the retroactive date of the coverage is on or before the effective date of this Contract.

6. **All Types of Insurance.** There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without written notice from the A/E or its insurer(s) to PDC.

7. **Certificates of Insurance.** As evidence of the insurance coverage required by this Contract, the A/E shall furnish acceptable insurance certificates to the PDC at the time, or prior to the time, A/E returns signed contracts. The General Liability certificate shall name **"The Portland Development Commission, the City of Portland, Rip City Management LLC doing business as Portland Arena Management, AEG Facilities LLC, Winter Hawks Inc., Avenir Sports and Entertainment LLC and each of their respective officers, agents, and employees and assigns"** as additional insured but only with respect to the A/E's services to be provided under this Contract. Insuring companies or entities are subject to PDC acceptance. If requested, complete copies of the insurance policy shall be provided to the PDC. The A/E shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**EXHIBIT D to the PERSONAL SERVICES CONTRACT for
Architectural Design and Engineering: Veterans Memorial Coliseum Renovations**

PORTION OF THE A/E'S COMPETITIVE PROPOSAL

Section 5.6 of the A/E's competitive proposal (pages 87 – 102), dated August 11, 2011, is hereby made a part of this Contract. In the event of a conflict of terms or obligations between the exhibits, the obligations and requirements contained in EXHIBIT A will govern.

5.6 PROJECT APPROACH AND METHODS

DESIGN APPROACH

The opportunity before us is ambitious and achievable. Our client focused design process and your vision make our team the choice to realize your dream for Veterans Memorial Coliseum. The opportunity before us is ambitious and achievable. We understand that your goals encompass a diverse cross section of wants, needs and enhancements that will take VMC well into the future and enhance the vitality of the Rose Quarter development overall. The culmination of your efforts will breathe new life into a beloved regional landmark and national treasure. OPSIS / AECOM's history and understanding of Arena Design, VMC, Portland and the Rose Quarter, and our client – focused design process make our team the singular choice to fully realize your vision. We anticipate and welcome your high expectations for our effort; creating a design that is buildable, engaging to the public and efficient to operate. There are several important trends and considerations which are critical to define a successful VMC for Portland:

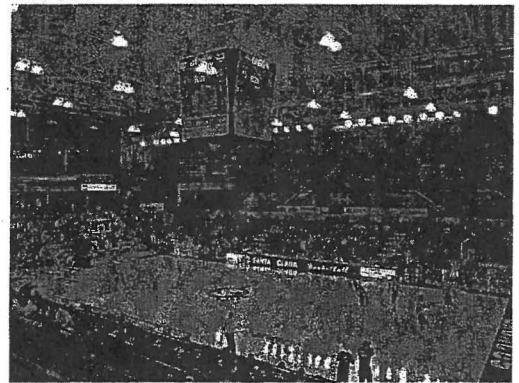
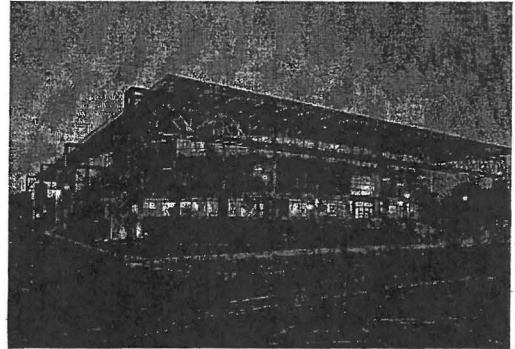
Civic Arena Multi-Purpose Flexibility

Undeniably, successful multipurpose facilities enhance the patron experience through a heightened sense of anticipation, excitement and intimacy for a wide range of events — all vital ingredients for generating greater community participation and pride. Flexibility designed into these facilities provides operators the ability to maximize the utility of this community asset through professional sports, concerts, family shows, performing arts and other revenue-generating programs.

Distinctive, Civic Arenas feature and preserve their unique identity — this is perhaps the greatest asset represented by VMC. The environment which engages — and is engaged by — the city skyline and Rose Quarter district energize patrons and includes them in the action, creating a celebrated sense of place. State-of-the-art arena designs not only address how to generate spirited entertainment experiences, but how to meet critical revenue objectives as well — in large part by crafting a varied “inventory” of options and amenities that enrich the spectator experience.

We have encountered and led many trends and transitions in the 40 years we have been designing sports and entertainment venues. Our experience gives us the focus and expertise necessary to provide exceptional, functional, forward-thinking solutions. We understand the intricacies involved in operating an entertainment venue — and the nuances that separate good facilities from truly great ones. Seen as an effective, efficient companion venue working and marketed in concert with the Rose Garden in an integrated manner, VMC deserves a bright future legacy indeed.

Veterans Memorial Coliseum is more than an arena. By the nature of its unique design, the building has become an enduring image for the community. The multi-faceted role this facility plays will need to be carefully considered in the ultimate renovation. There are many great aspects to VMC. Each one should be celebrated and enhanced for future generations of Portlanders to experience.



Leavey Center

5.6 PROJECT APPROACH AND METHODS

CLIENT FOCUSED

We know there will be critical issues that lie between the stakeholders, PDC, the design and construction team and the ultimate success we will achieve on opening day. The single most important contribution to realizing that milestone will be communication; current, active, and engaged communication. To that end, we have crafted a team whose primary leadership is Portland-based to ensure you, as the client, have convenient access to the design team whenever you may require. This is a statement of our commitment to you and to the success of your project.

TEAM EXPERTISE

We are presenting a team that is familiar to PDC on a number of levels. Our core team leadership is best-in-class for arena design and renovation. The individuals are experts on the issues and challenges facing VMC as the design architects of the Rose Garden and Rose Quarter, but also have successfully led the design and construction for signature facilities in Oregon including PGE Park, Jeld Wen Field, Autzen Stadium and Matthew Knight Arena at the University of Oregon. We believe our offering is compelling and represents a significant advantage to PDC in helping your project become a reality.

FIRST IMPRESSIONS – A NEW FRONT DOOR FOR VETERANS MEMORIAL COLISEUM

First impressions are important in all walks of life. There are few facilities in a City that create such an impression in a manner comparable to Civic Arenas. It will be critical to reinforce the existing visual framework that the VMC provides, while still providing logical opportunities for increased community access, improved support functions and services, and appropriate sponsorship and secondary revenue opportunities to be integrated respectfully in the architecture.

PLACE-MAKING

Community place-making involves understanding what it is that will make a place 'tick'. The characteristics and values that are in the local context of other buildings now or planned in the future for the Rose Quarter and nearby neighborhoods, or the natural and cultural history of Portland. All these factors need to be reflected and integrated into design in order to establish continuity with the setting and in creating a lasting, meaningful, strengthened sense of place and identity.

All details, large and small, from building envelope detailing and lighting, environmental wayfinding, materials, special features, site furniture, accessibility, gateways and portals, architectural responsiveness – all contribute to identity and place-making. The meaning, visibility and impression of the Veterans Memorial itself, for example - needs to be engaged, strengthened and activated as a part of the overall improvements for the Arena and the surrounding site.

HISTORICAL CHARACTER

We understand the outstanding historical importance of VMC and that the facility has been listed on the National Register of Historic Places. Our team enjoys a long and excellent working relationship with the SHPO and will help facilitate a collaborative dialogue. We are sensitive that all proposed alterations or modifications to VMC and its supporting site will need to adhere to the Secretary of Interior's Standards for the Treatment of Historic Properties and Guidelines for Rehabilitating Historic Buildings. The team will build upon the past dialogue and will remain sensitive to historic design, materials, features and finishes maintain the historic integrity and character of the VMC and satellite historic resources.

5.6 PROJECT APPROACH AND METHODS

DIVERSITY + INCLUSION

Incorporating the tenets of diversity and inclusion into every aspect of our business is central to driving innovation and expanding and enhancing the overall OPSIS / AECOM experience for our employees, clients and stakeholders. OPSIS / AECOM is proposing a team that exceeds your target goals for minority participation – partners with whom we share previous experience across the relevant spectrum of sports facilities and the Portland community.

SUSTAINABLE FUTURE

Opis / AECOM are global leaders in sustainable design. We view the process as a holistic response supporting a long range view of creating buildings that are part of the community for generations into the future. The process will investigate your sustainable goals and objectives beyond simply filling out a checklist. We will work with you to create meaningful, thoughtful sustainable design solutions that reach beyond a plaque on the wall.

PREMIUM EXPERIENCE

There is no one-size-fits-all approach to revenue generation. Today's patrons demand a variety of premium products which will contribute to successful revenue generation; these were unknown to the original designers of VMC. Your premium product should respond to the unique relationship of Portland patrons in the same the way Rose Quarter site development and pre-and-post-event outdoor activities build the event day experience; ideally, also for non-event experience as well. This subtlety will be important to identify and tailor the final design program to the specific characteristics to enhance and activate the Rose Quarter and the community 24-7.

SPECTATOR AMENITIES

The expectation for amenities and, by extension, the definition of spectator comfort, is an evolving design challenge. The fan's experience-based expectations of athletic and performing arts venues continue to rise, creating ever-increasing pressure to keep up. Our experience with complicated renovations, in the context of existing infrastructure, tight budgets, and complicated compliance scenarios, has equipped our team to balance many opposing forces to create elegant solutions and options for the VMC.

ACCESS + EXPERIENCE

Renovating an existing facility presents a greater challenge for incorporating ADA and access than building a new one. This important design consideration has evolved well beyond seating positions and access to services, although both are important obligations that need to be met. It is critical to provide a continuity and sameness of experience extending to all patrons and spectators regardless of their particular condition. While accessibility has been at the forefront of sports facility design for over a decade, this consciousness means that many traditional enhancements must be thoughtfully evaluated to ensure their viability for a contemporary facility. Our team brings the latest and greatest expertise for both new and renovated facilities to the VMC project.

DESIGN ANALYSIS - PROCESS FOR QUALITY RESULTS

We utilize a collaborative process for communication, cost control, and successful project delivery. This same approach is used for every one of our sports and entertainment projects. We understand there will be multiple constituents on the project team from throughout the community. We will meet the challenge of engaging and managing both the feedback and the inherent complexity of this process with great enthusiasm.

5.6 PROJECT APPROACH AND METHODS

The concept of a holistic team is central to all of our processes and strategies. We believe that a cohesive, integrated team composed of Portland-based consultant team and our OPSIS / AECOM specialist team members will ensure a successful outcome. More importantly, we believe that project design must be an interactive team process throughout the project. Representatives from each group of community constituents or stakeholders are also essential participants on the planning team.

ACOUSTICAL HARMONY

OPIS / AECOM athletic buildings are recognized as quality facilities that create imageable, high-quality experience for users and operators – key to this is the provision of high quality acoustic and audio / video performance environments. This comes from our experience and understanding where the limits and opportunities for each can be exploited within the configuration of the arena seating bowl. Audio systems play a significant role in this success but another key is the understanding of the detailed planning, system design, and facility configuration expertise our key team members will bring to VMC.

TECHNOLOGY INTEGRATION

Our team includes in-house experts in the design and development of a sports facility technology backbone. Unlike projects of the past where future accommodations were speculated and costly investments were risked, our group is able to create a shift in focus to ensure flexibility and capability in many ways. With the rapidly expanding media rights and broadcasting marketplace, the technology demands on a facility extend far beyond the traditional needs. Our team is able to evaluate and leverage current trends and facility needs to ensure the VMC maintains a flexible chassis for many years into the future.

RENOVATION SEQUENCING

Success in a renovation project involves more experience and planning in many aspects than designing a new one. This is further complicated with continuous operation and an uninterrupted event calendar as primary goals. Our team has provided design and consulting expertise on numerous arena projects with similar challenges to VMC. When you factor in our experience at the professional level with such signature projects as the Superdome, Soldier Field and Lambeau Field, few firms can match the expertise in successful phased renovations than AECOM. We will coordinate creatively with you and your stakeholders and contractors to maintain safe operations as well as those critical revenue streams throughout the life of the project.

CERTAINTY OF OUTCOME

Opsis / AECOM is well known in the industry for producing quality construction documents. Our process includes full BIM development of architectural and engineering disciplines. This process ensures the highest level of coordination and completeness in the documentation phases and provides valuable look-ahead for construction related improvements. In addition, we require QA / QC reviews of project documentation both during and at the completion of each phase. Before any documents are issued, another senior technical architect, not specifically assigned to the project, will thoroughly review the construction documents for each discipline to confirm interdisciplinary coordination is both complete and correct.

5.6 PROJECT APPROACH AND METHODS

Our Quality Enhancement Program is integrated in all stages of the design process. Key features of this program include thorough milestone reviews by experienced staff that provide a “fresh set of eyes” and independent document review. Further, our project core team will lead the effort from initial design all the way through Construction Administration – the benefit to PDC is enhanced continuity and coordination of design.

COST MODELING

Our process integrates cost analysis from the very first phases of the project through detailed design. Successful projects are not developed by estimating or hoping the design is on budget. They are derived from an integrated, thoughtful approach to design and price at every phase. This differs from traditional end-of-phase cost estimating by integrating cost based evaluations parallel to traditional design development. With Davis Langdon as an integrated member of AECOM, we are able to leverage extensive cost database to develop baseline parameters for our clients. These assumptions are reviewed during the initial benchmarking visits or discussions and refined as the design is developed. These assumptions are evaluated and confirmed with the project team during the balance of design to ensure continuity of cost expectations and integration with the CM / GC team.

COLLABORATIVE DESIGN METHODOLOGY

One of the most important foundations for a successful, high quality project is effective communication. A large complex renovation project like the VMC will involve the coordination of numerous stakeholders, consultants, and agencies, all focused on achieving a project that is not only on-time and on-budget, but importantly a significant addition to the city's public realm. The Opsis and AECOM is highly successful across the region and country in facilitating an inclusive, yet structured communication process.

PUBLIC OUTREACH

Informational Updates: Uppermost in our methods of communication will be to communicate accurately and often, in a meaningful way with residents, landowners, key stakeholders such as Veteran's Organizations and business owner's. Communication techniques will be evaluated to the best ways these communities like to receive information, such as newsletters, public postings or meetings and in ways that will reach a large majority of the population. All information will be coordinated with and approved by the Bureau and Team Project Managers.

Informational Updates Community Stakeholder Concerns: One of our early steps in a communication plan is to identify with the City who the impacted stakeholders are and what it is in addition to our basic information on scheduling, planning and design updates they want to hear about. They may be concerned about preservation of historical issues for the community and veterans issues among others during the planning process.

Identification of Potential Controversy: A good communications team becomes familiar with the area they are working in and develops key relationships and networks in the area, by frequenting local gathering places like weekly alum meetings and business association meetings, or other local meetings to stay abreast of and keep their team and owners informed of any community controversial issues.

Identification of Stakeholders Interest Groups and Media Outlets

Public Communication Procedures: Our team will have many methods to communicate and we will use all that are appropriate and cost effective at our services, coordinating those efforts with the City of Portland that will include but are not limited to newsletters, public notices and bulletin boards, door to door communication and or leaving door hangers participating at regular existing public meetings and associations or gatherings. All informational notices will be submitted to the Bureau and Team Project Manager for review and comment prior to distribution.

5.6 PROJECT APPROACH AND METHODS

Providing for regular updates and meetings with the Bureau Project Manager will be included.

Description of Public Stakeholder Informational Process: All materials circulated and posted will have contact information for informational purposes. Every attempt will be made for the interested party to talk directly with a live person regarding their issue when that is not possible their calls will be returned within a very short turn around period. If their question is one that requires research the complaining party will be notified that the research is being conducted and a response will be available and made to them at the earliest possible time.

Informational Materials: F M Burch; the designated Public Involvement Coordinator has experience designing stakeholder communications and working with Bureaus to meet deadlines to craft just the right information key details and messages.

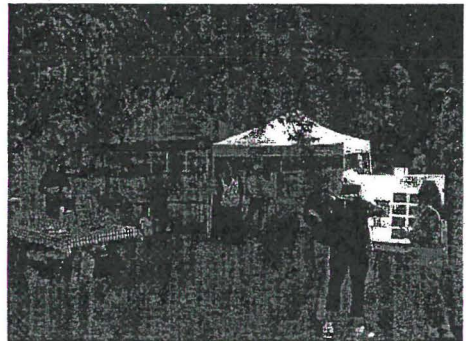
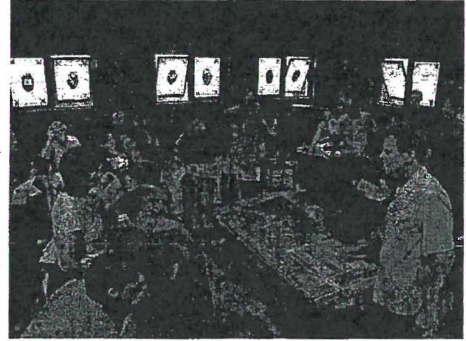
If needed walking teams will be made up of local residents and familiar faces walking along with a trained Public Information Officer.

Public Events F M Burch has extensive experience in meeting planning and facilitation and designing public and community Forums and Informational processes in a format that is engaging and allows opportunity for public input. Work plans with key dates and tasks will provided to the Bureau. Locations will be selected that meet Bureau approval and public agency special accommodation requirements.

Meeting notes will be prepared following meetings.

SCHEDULE REFINEMENT

At the project outset we work closely with our full consultant team to develop a detailed schedule showing critical timelines and decision points throughout the design process. In the "full wall" scheduling, each consultant participates in not only defining when and what they deliver, but also what they specifically need from each other consultant member to meet their deadlines. The schedule will also be used to track progress of every consultant activity weekly to keep the team fully coordinated. We will meet early and frequently with all of the permitting and regulatory agencies to insure their integration into the schedule development.



Mt. Tabor neighborhood public outreach workshops

5.6 PROJECT APPROACH AND METHODS

MANAGEMENT APPROACH / WORK PLAN

At Opsis / AECOM we believe innovative, high quality public renovation projects result from the combination of an interactive, inclusive process paired with the rigor of a technical management plan that sets clear tasks, milestones and deliverables. The following outline and workplan are generated from our successful experiences working with diverse stakeholders on complex, fast tracked projects. We have based the timeline and deliverables on the schedule and key milestone dates outlined in the RFP. We would propose a project kick-off workshop with the PDC project team to verify the proposed workplan and process, identify the specific stakeholder representatives and review the tasks and deliverables.

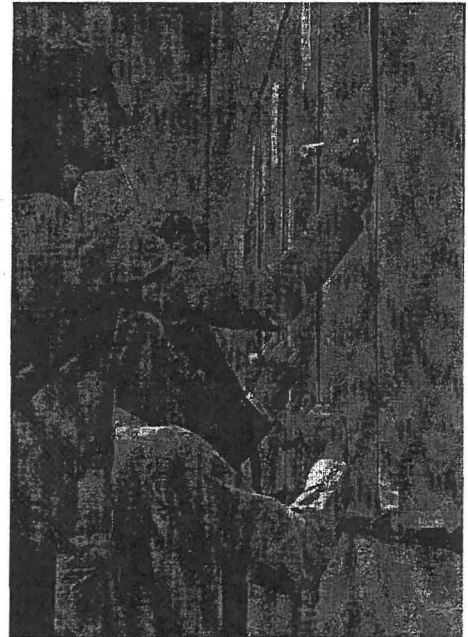
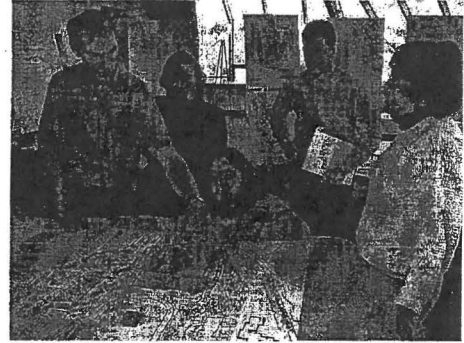
STRONG MANAGEMENT

Our approach to managing this project is the full commitment of experienced firm principals, senior staff and proven management strategies to achieve the highest quality possible for the renovated of the Veterans Memorial Coliseum. Our team members are assigned to the project from the beginning through the duration to bring continuity and quality control. We are committed to intensive partner involvement in the project, bringing our wealth of experience and leadership to all phases of the project. We will work collaboratively with all of the Districts interested stakeholders and to meet the project vision and user requirements while delivering a well-designed building on schedule and on budget. Our approach is based on a triad of Clear Organization, Integrated Coordination, and Intensive Collaboration. Overarching all of our work and inherent in everything we do is the goal to always strive for the very highest level of quality that provides the greatest value to our clients.

WORK PLAN

SCHEMATIC DESIGN | SEPT 5 2011 – OCT 17 2011 SCOPE DEFINITION

Our team understands the extensive programming and due diligence that has been completed to date by consultants, the PDC and the Stakeholder Advisory Committee. We understand that the scope outlined in Exhibit A is the pre-defined project and we have used it as the basis of the work plan. At the same time we recognize that there are a number of "aspirational scope items" that may not be in this scope, yet are strongly desired by the stakeholders to become an integrated part of the Coliseum facility either in this phase or future phases. The schematic design process will be structured to not only work to resolutions of the immediate defined scope, but also focused on how each decision



Collaborative workshops with project stakeholders



Reed College project schedule - the project is being delivered on a fast track schedule using CM / GC delivery

5.6 PROJECT APPROACH AND METHODS

can support and leverage the inclusion of these aspirations in the future development of the facility. In addition, with the continued uncertainty of the construction cost market, our team would develop add / deduct alternatives that would allow the City to achieve the highest value from the resources available.

SCHEMATIC DESIGN PROCESS / DESIGN ALTERNATIVES

While much of the essential infrastructure improvements have been agreed to as essential to this phase of work, we believe that there are significant opportunities to leverage these renovations to have the greatest impact. Some of these opportunities include:

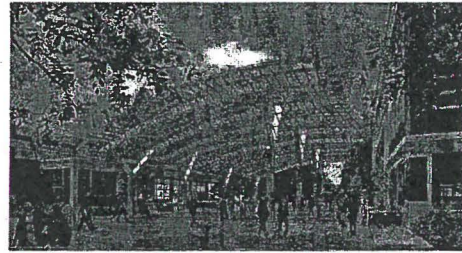
- *Architectural Lighting to Create a Dynamic VMC:* Just as Portland's historic bridges have been transformed through use of architectural lighting, the VMC could use changing and event specific architectural lighting of the "tea cup within the glass box" to both respect the original design intent while adding a new contemporary dynamic. The process could explore how the VMC appears in a "resting mode" vs. an "event mode" in ways that would bring forth the diversity of activities that happen within.
- *Environmental Graphics that Connect to Place:* Wayfinding / Environmental graphics need to simply allow people to find their way through large public venues, but they also can be a primary vehicle for bringing forward other messages about our culture and place. The rich multi-cultural heritage of both the historical Rose Quarter neighborhoods and the current surrounding communities, combined with the history of Veterans in Portland could be foundations for creating a truly unique sense of place.
- *Glass canopy:* The OSU canopy has been designed to allow the new architecture to blend within the historic contexts.

PUBLIC MEETINGS

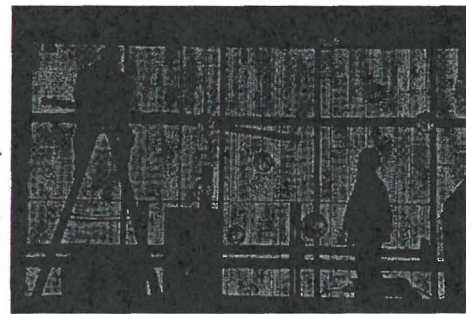
Opsis brings a deep level of experience in presenting and facilitating public meetings in Oregon. Our open and listening attitude is particularly effective at building community support for the projects we work on. For all public meetings we will coordinate closely with the project team staff to develop objectives and presentation material with sufficient time for review and editing prior to the meeting date. Recently, Opsis led the public process for resolving years of conflict in the Mount Tabor neighborhood for the Portland Parks and Recreation Department Master Plan that brought together a committee of over 30 civic stakeholders.

EXISTING CONDITIONS DOCUMENTATION REVIEW

We have reviewed the existing documentation in the PDC Project Library and believe there is a substantial base upon which to quickly build a set of 2-D backgrounds for the existing building conditions. Each consultant team member will immediately begin a process of on-site inspections and review of revised existing conditions documents.



Glass canopy at OSU is designed so the new architecture blends within the historical context surrounding the Student Experience Center



Architectural lighting at the University of Oregon Ford Alumni Center

5.6 PROJECT APPROACH AND METHODS

SD COST ESTIMATE

- The key to setting a solid basis for schematic design will be a review and updating of the full project budget that has been developed to date. It is important to combine both soft and hard costs into one comprehensive project estimate to ensure all budget parameters are covered.
- With the decision to move to a CMGC process we would work with PDC and the stakeholders to determine the specific scope items that would be under the CMGC scope vs. direct vendor procurement.
- Our team's combination of Davis Langdon and AECOM bring a national depth of experience in the renovation of similar facilities that gives us a strong database to develop realistic cost estimates for each scope item.

MEMORIAL GARDENS

Our team understands the fundamental importance of the Veterans involvement and recognition as a principal participant in the renovation and enhancements to the Memorial Coliseum. We have worked on numerous public projects throughout the State incorporating public art and have worked closely with RACC. Our team's landscape architect, Carol Mayer Reed has worked on many of the city's most visible public spaces many of which have incorporated public art including the Oregon Convention Center and Eastbank Esplanade. She will work closely with the separately contracted Veterans Focus Group landscape architect to create a seamless final installation that honors the memorial aspirations.

MEP SYSTEMS DESIGN

The MEP consultant will participate in work sessions with building stakeholders and facilities staff to discuss the implications of replacing building systems and the alternatives available.

- *Alternative Systems Matrix:* Our integrated design approach seeks a range of solution options that are jointly evaluated by the design team and PDC representatives to find the right balance between first costs, operating costs and reliability / functionality.
- *Life Cycle Cost:* Today, building operating costs are becoming one of the most important areas for a campus to control fixed costs. With all large event facilities today, reducing mechanical maintenance and operational costs is a key goal.

SHARED THERMAL ENERGY SYSTEMS

PAE Consulting Engineers will work closely with the separately contracted energy services provider to determine the feasibility and implications of connecting the VMC systems to a District Energy System.

PAE's mechanical team has the expertise to provide innovative design solutions for the project scope. With the new heating and cooling sources being a part of this work, creative and innovative design solutions will be presented and explored. Heat recovery, energy conservation, simplified maintenance and operational ease will be a large part of the design option being explored. With this facility having areas of multiple different environments being operated simultaneously, the ability to share energy resources has tremendous potential.

Plumbing at PAE has been a strength for over 40 years. The engineers at PAE have designed plumbing systems to withstand the high utilization at Portland International Airport and the new Jeld Wen Field. Kitchens, concessions and other food service equipment coordination is very much an integral part of this facility. From food courts to hotel projects, PAE has been involved in the design of a wide range of demanding installations.

From our electrical evaluation of the facility for City of Portland 10 years ago, the electrical group at PAE has a history with this facility. PAE's electrical team has done a wide range of projects for public facilities. The electrical system supports almost every system within a building and our team has the answers. Critical systems and fire life safety are very important to a project where events are held. We have designed bright and comfortable office space at less than half the code allowed lighting power density. We integrate control strategies to balance daylight and electric light for seamless transitions from daylight to darkness. In recent work of the Jeld Wen Field, the challenge was to bring broadcast lighting standards for Major League Soccer to the project given tight budget and existing facility configuration constraints.

5.6 PROJECT APPROACH AND METHODS

SUSTAINABLE DESIGN SCHEMATIC PLANNING

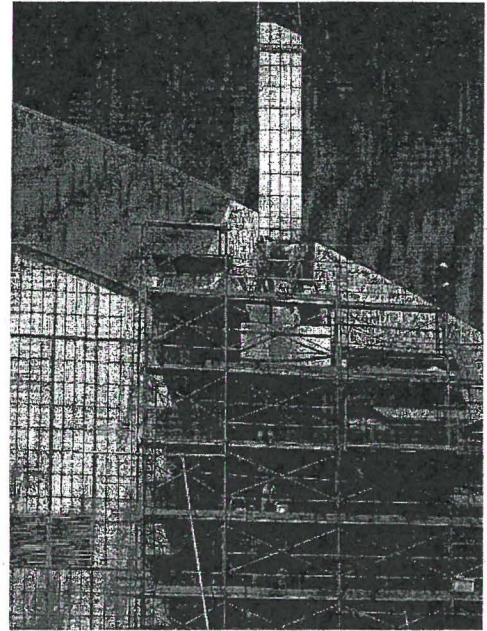
We believe the most effective sustainable design strategies are developed in the early stages of a project where they can be fully integrated into the design concepts and leverage the base infrastructure planned for the renovation. Opsis / AECOM and Green Building Services bring are national and regional leaders in the design of sustainable public and multi-purpose venues. We would immediately commence an Eco-charrette bringing together all of the consultant team members and stakeholders to explore how both the initial scope projects and future development of the VMC could make the facility a significant public example of sustainable renovation. We also understand that these same strategies offer significant opportunities to reduce operating costs, one of the critical factors in making a large indoor venue viable. GBS recently completed the LEED Gold certification of the Rose garden and offers this distinct experience to the VMC project.

STRUCTURAL SYSTEMS DESIGN

KPFF consulting engineers has worked extensively on the previous studies of the VMC and will work with the project team to develop approaches to event specific structural components such as improving the point rigging loads. While overall seismic upgrades are not contemplated in this phase, consideration will be given where other infrastructure work is being completed to upgrade lateral systems.

PORTLAND LANDMARKS COMMISSION / DESIGN ADVICE REQUEST

We understand and value the mid-century modern architecture of the Coliseum and believe that this project is a significant opportunity through renovations and improvements to preserve restore and highlight the unique qualities of this architecture. It is our understanding that both PDC and private sector historic consultants have met with the State Historic Preservation Office prior to the RFP for the purpose of informing the SHPO of the proposed work and soliciting feedback comments. Peter Meijer Architect PC would build on the conversation and communication to date while augmenting the process with additional information and clarification. We propose meeting the standards to SHPO and NPS regarding tax credit application prior to presentation with the Portland Historic Landmarks Commission. In part, this process is based on PMA experience that the NPS and SHPO are more tolerant of changes and alterations of historic fabric than is the local PHLC. Support by SHPO and NPS provides additional support of proposed project alterations. PMA proposes presentation in early Schematic Design with Design Advice Review presentation and final approval in mid- Design Development.



Using alternative compliance strategies Opsis transformed the 400,000 renovation of the University of Idaho Kibbie Athletic Facility from a 1960's poorly functioning, non-compliant structure into a state-of-the-art multi-purpose indoor basketball, football, track and field and convention event space.

5.6 PROJECT APPROACH AND METHODS

ENTITLEMENTS / LIFE SAFETY / CODE COMPLIANCE REVIEW

In addition to the historic design review the project will require City of Portland zoning and building permit reviews. Our team has worked closely with the City through a range of large institutional permitting processes including the Portland Community College Sylvania Campus-wide renovation and expansion. Our team includes code specialist consultant FP&C, who bring a national expertise in the code issues surrounding arenas and large public event venues. As an existing venue we will be studying Alternative Code Compliance and Performance Based Compliance avenues where they are appropriate to achieve equal public safety within the constraints of an existing facility and infrastructure.

UNIVERSAL DESIGN

We strive in all of our work to reach for Universal design standards that create equality throughout all interactions between users and the facilities. While much has been done to move the VMC towards improved accessibility, we know that the important consideration of distributed spectator seating is a key part of this project scope. With extensive experience in large venue sports and performing arts facilities we regularly utilize computer generated seating sightline studies to determine the actual views and possible obstructions from any location in the venue.

SITE DESIGN

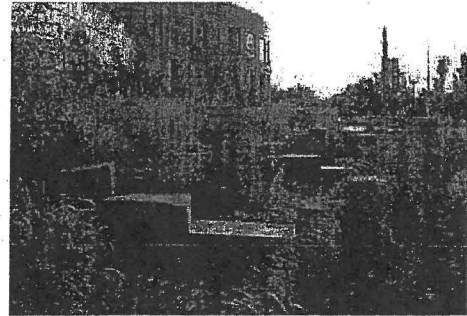
In addition to working with the Veterans Focus Group, our site design team will study alternatives to the existing interface between the building and its surrounding site. Areas of study will include protection of existing trees on the site, review of landscape components that are outside of city compliance, eg, addressing the "sea" of English Ivy which is the #1 Prohibited Plant in Portland and working on compliance with the building's emergency egress, given that the doors on the west side drop people out onto a perimeter walkway without a way to get away from the building. In addition we will look at the design opportunities for stormwater facilities, given the Rose Quarter aspires to be part of the Lloyd Eco-District.

ACOUSTICAL DESIGN

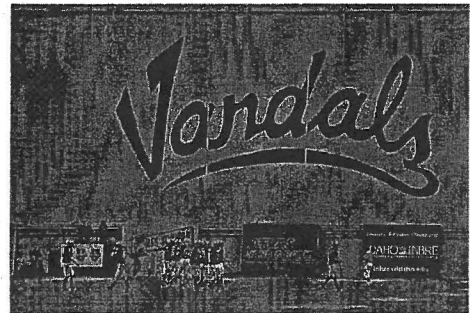
The acoustical characteristics of an events venue are key to a quality visitor experience and yet are by their nature variable within a multi-use facility. Our acoustical consultant brings a depth of experience specific to large coliseum projects and will create a long-term plan to upgrade the acoustical performance of the facility as resources permit.

AV | INFORMATION TECHNOLOGY

A contemporary multi-purpose events venue requires a robust AV infrastructure that utilizes both in-place and event specific equipment. Opsi recently converted the analog AV and television broadcasting facilities for the ASUI Kibbie dome to the latest digital technology.



Oregon Convention Center Rainwater Garden



12,000 sf of high impact panels installed in the Kibbie Dome renovation along the lower walls have significantly reduced echoes created by these flat surfaces

5.6 PROJECT APPROACH AND METHODS

Both Opsis and AECOM have worked closely with scoreboard manufactures to coordinate their equipment with architectural, structural and electrical requirements.

QUALITY CONTROL REVIEW

Each phase will include an internal quality control review by our independent senior staff QA / QC focus team. AECOM will provide additional peer review of all documents providing a double check QA process.

DELIVERABLE

- Plan and elevation schematic drawings
- SD level cost estimates
- Public meetings and preparatory materials
- Design advice request and preparatory materials

DESIGN DEVELOPMENT SERVICES |

OCT 17 2011 - DEC 12 2011

DESIGN DEVELOPMENT PROCESS

The preferred schematic plan will be further developed through detailed plans, sections, elevations and 3-D studies that integrate all architectural and engineering design consultants documents. Continuing our open workshop design methodology means that the full stakeholder group becomes an active participant in helping shape the design as it takes shape in the DD stage. In particular those aspects of character, material, finishes and details will be reviewed to ensure they both honor the history of the original design yet also meet contemporary standards and user needs. A draft specification document will be created for project team review and as a template for the cost estimate.

DD COST ESTIMATE

The DD cost estimate will begin with a full take-off of consultants 60% drawings, allowing the client and team time to make critical scope decisions that can be reconciled within the DD phase. Our team will be focused on creating early DD documents that incorporate a maximum level of detail to allow the full project scope to be apparent to the cost estimator. AECOM's experience on similar project costs from across the country will be utilized as a double check against the estimators scope and unit values. A 90% estimate update will document revisions and further developed details and materials selections and specifications. The final DD estimate will be the foundation for moving forward into the CD phase with a clear set of base scope and defined add / deductive alternatives. Sustainable Systems / LEED Coordination GBS will facilitate the coordination of all LEED tracking between the consultant groups. Strategies developed in schematic design will be further tested for cost effectiveness and ability to leverage planned infrastructure improvements. We will focus sufficiently above the Gold level to insure that through the process if certain strategies are not attainable that the project can still meet the target goal.

- USGBC Registration: Sustainability goals will be implemented and a file created with USGBC. A score sheet depicting how the project will meet LEED Gold or better will be developed and updated throughout the design process.

MEMORIAL GARDENS COORDINATION

Our team will work closely to not only technically coordinate with the selected Memorial design team but also look for ways that design can integrate and extend its impact into the new fabric of the building renovation.

5.6 PROJECT APPROACH AND METHODS

CM / GC COORDINATION AND PHASING STRATEGY

The design team will meet regularly with the CM / GC to establish a coordinated collaborative team approach to meet the project mandatory requirements for a minimum shut-down period. Opsi brings extensive experience on large Oregon CM / GC contracts and have embraced the process with an approach to maximum value from their participation. They will be an integral team member throughout the design process.

- *Phasing and Construction Access Planning:* Plan the sequencing of construction packages and timelines, while understanding how construction access options can mitigate the impact the campus pedestrian environment
- *Value Engineering:* Working with the CM / GC our team will explore alternative building systems to maximize value
- *Constructability Reviews / Sub-Contractor Workshops:* Bring in specialized sub-contractor expertise to constructability workshops where we together explore how best to solve specific material and detailing issues.
- *Materials / Details Workbook:* A workbook is developed with representative details and photographic images of similar construction systems, details and materials to allow both the CMGC and the cost estimators to have a full understanding of the intended final design.
- *CM / GC Cost Reconciliation:* Davis Langdon, the CM / GC and the design team will work through the cost estimate reconciliation. This provides an important venue for clarifying design intent and project scope. We view this process as a positive, proactive step to verify the "true costs" of the documented and intended project scope. If the project scope exceeds the budget, the design team will identify potential reductions and possible alternates to ensure the project is in alignment with the approved budget

INTERIOR DESIGN

The VMC renovation project presents a number of opportunities through the use of new finishes and surfaces to substantially upgrade and update the character of the public spaces. Our sustainable design approach looks for materials that utilize high recycled content, are recyclable, beautiful and in particular highly durable for the intense demands of this facility type. Working closely with the environmental graphics design approach, our team will work closely with the stakeholder group to develop a new cohesive palette that respects the history while creating an inviting and comfortable environment.

DELIVERABLE

- 60% DD Drawings and preliminary cost estimate.
- 90% DD Drawings, presentation renderings and preliminary cost estimate
- Public meetings in advance of Design Review Hearing and preparatory materials
- 100% DD Drawings, presentation renderings, and preliminary cost estimate
- Landmarks Commission Submittal and preparatory materials
- Landmarks Commission approval
- SHPO submittal materials

5.6 PROJECT APPROACH AND METHODS

CONSTRUCTION DOCUMENTS | DEC 12 2011-FEB 27 2012.

CONSTRUCTION DOCUMENTS

With a highly developed design development package completed, the team will move forward with the detailing, specifications and coordination required to produce quality bidding documents. The 60 % CD documents will include all plans, sections and details appropriate for a project team review. Right of Way permit design work will be completed if needed for street, storm and utility work for early submittals to review agencies. Add / Deduct Alternatives and VE options will be updated for review by the owner.

CD COST ESTIMATE

The CD estimates will be completed by the CM / GC and confirmed through the independent cost estimator. These will include all Add / Deduct Alternatives and VE options for final owner decisions.

- CM / GC and Independent Cost Estimate Reconciliation: The Davis Langdon and CM / GC estimates will be reconciled, updated and reviewed with the project team for verification of scope and intent.
- FF&E Budget: A detailed cost estimate will be prepared to refine the FF&E scope that will track new, re-used and refurbished equipment.

SUSTAINABLE DESIGN / LEED COORDINATION

Sustainable systems will be engineered and materials selected for final review. The LEED scorecard will be update allowing additional points above LEED Gold to ensure final certification at the base Gold level. A the owners commission agent will attend regular design meetings and be an active participant in consultant coordination.

LIFE SAFETY / CODE REVIEW

Detailed code compliance plans will be developed including area separations, occupancies, exit paths and other applicable criteria. We will submit required documents to review agencies. Documentation of approval will be obtained from applicable agencies.

ENVELOPE ANALYSIS

Our team includes Morrison Hershfield the envelope consulting firm that provided the PDC with analysis of the existing building enclosure system. Their team will independently review all enclosure systems, flashing and specifications to ensure the buildings properly detailed. They will be an integral part of all CM / GC constructability review meetings and QA / QC processes. During construction, the consultant will perform on-site reviews of systems installations.

DEMOLITION DOCUMENTATION

We will create detailed demolition drawings that clearly articulate all systems that are to be removed and those to remain. We often augment these drawings with accompanying photographic images that allow a contractor to understand the full scope of the work.

CMGC COORDINATION / PHASED PACKAGES

Due to the limited timeframe allowable for the project we would work with the CMGC to determine where early and phased buy-outs of packages would be advantageous to bring sub-contractors on board during the CD phase.

DELIVERABLES

- 60% CD documents, cost estimate and all required application materials
- 90% CD documents and cost estimate
- 100% CD Bid Set and final cost estimate

5.6 PROJECT APPROACH AND METHODS

BIDDING SERVICES | FEB 27 2012 - MAY 29

As noted in the CMGC coordination section above it is anticipated that bidding services may include multiple packages for targeted buy-outs. Our team will attend pre-bid meetings and prepare all technical responses to contractor questions, substitution requests and prepare up to three additional addenda as required by the owner.

CONSTRUCTION PHASE SERVICES, JAN 2014 - APRIL 2016

Proper management during the construction phase is critical to successful project delivery in terms of schedule, budget and quality. Opsi / AECOM will utilize the same senior staff that lead the design and documentation phases during construction to assure continuity. As the prime Architect of Record, Opsi will review the submitted project schedules and tracking forms, requests for clarifications and submittals. Services will include:

- Review of all submittals, Requests for Information, Substitutions, Architectural Supplemental Instructions, Design Build documents, Proposal Requests and Change Order Requests
- Attend Weekly On-Site Construction meetings and Field Observations.
- BDS / PBOT / BES Deferred Submittals will be coordinated with technical information necessary for approval.

PROJECT CLOSEOUT

Towards the end of each phase our team will begin closeout activities including punch-list and record documents. We will certify when the CM / GC is substantially complete with work, when final corrections have been made and when specified surplus materials are in the Owner's possession. The O&M manuals will be reviewed with the owner and commissioning agent to assure completeness.

We will assure that final certificates of occupancy and permitting processes are delivered to the University. The final application for payment will be certified and submitted to the Owner including a release of lien by all subs. We will verify the CM / GC has completed the LEED documentation and will submit final forms to USGBC.

SYSTEMS & METHODS TO ASSURE RELIABILITY & QUALITY OF WORK

The reliability and quality of the proposed work is directly related to document coordination, constructability, and completeness. We attribute our past success to the integration of a quality management plan from project conception to project completion. For this project we propose the following Quality Management Plan:

EFFECTIVE MANAGEMENT / COMMUNICATION SYSTEM

Our project manager, Randall Heeb, will be the main point of contact for the project manager, stakeholder committee, and consultant team members. He will be responsible for coordinating the flow of information within the design team and to all client constituents. Our team-based process allows information to move through multiple channels without encountering bottlenecks inherent in single-source structures. By establishing regular information distributions in the form of weekly updates, we keep all team members informed.

Weekly E-mail Updates: Our team issues weekly project e-mail updates that keep all of the team participants on track with the wide range of issues that arise in complex public projects. These updates are organized for easy use with key action items highlighted. Through the use of e-mail, the updates are distributed across the

5.6 PROJECT APPROACH AND METHODS

campus and to the consultants so that everyone is seeing the same information.

Action Meeting Minutes: In recording meeting information with action points, responsibility and time frame issues are clear for the whole team. Issue resolutions are recorded and carried forward in successive minutes to become a single source for tracking decisions.

ELECTRONIC PROJECT WEB POSTING

Using web-based project sites we allow all team consultants access to the most current drawings and specifications. This system greatly improves coordination between disciplines through all design phases.

QA / QC PROCESS

INTEGRATED QUALITY ASSURANCE

Our teams quality assurance program is holistic in its approach starting at the very beginning of a project's design and following through to final completion. Our approach encompasses all aspects of our practice and integrates our engineering consultants work directly into the process. Leading this effort is our internal QA / QC Focus Team that is comprised of our senior project architects and managers. This team is focused on ensuring the documents and specifications for every Opsis project achieves the highest level of coordination, constructability and completeness. The team meets regularly to establish office-wide standards and address special issues that arise on projects. At each key point in a project's QC schedule, the Focus Team performs a fully independent peer review of all project documents following an office standard check-list format.

**EXHIBIT E to the PERSONAL SERVICES CONTRACT for
Architectural Design and Engineering: Veterans Memorial Coliseum Renovations**

LEED CERTIFICATION SERVICES

1.0 SUPPLEMENT TO AGREEMENT SERVICES

The A/E's performance of the services related to obtaining the U.S. Green Building Council's ("USGBC's") Leadership in Energy and Environmental Design ("LEED") certification for the VMC described in this Exhibit are in addition to and supplement any LEED services described elsewhere in this Contract and its exhibits. In the event of any conflict between the provisions of this Exhibit and the remainder of the Contract, the provision that provides the greater quantity or quality of services to PDC shall prevail.

2.0 LEED CERTIFICATION SERVICES

- 2.1 **General.** The A/E shall consult with the PDC, research applicable criteria, attend Project meetings, communicate with members of the Project team, and issue progress reports. The A/E shall coordinate the services provided by the A/E and the A/E's consultants with those services provided by the PDC and the PDC's consultants.
- 2.2 **Submittals.** The A/E shall submit the USGBC's LEED certification documentation to PDC at intervals appropriate to the LEED certification process for purposes of evaluation and approval by PDC.
- 2.3 **Pre-design Workshop.** If requested by PDC, the A/E shall conduct a predesign workshop with the staff from PDC, OMF, PAM, the Portland Winterhawks and other relevant project partners to review the LEED green building rating system. The participants will also examine each LEED credit utilizing the appropriate Green Building Rating System Project Checklist as a template for establishing green building goals, identify potential LEED points, examine strategies for implementation, assess the impact on the Project's program and budget, and determine the LEED points to be targeted.
- 2.4. **LEED Certification Plan.** The A/E shall prepare a LEED Certification Plan based on the LEED points targeted. The LEED Certification Plan must describe:
- LEED certification process
 - Description of the green building goals established
 - LEED points targeted
 - Implementation strategies selected
 - List of participants and their roles and responsibilities
 - Description of how the Certification Plan is to be implemented
 - Certification schedule
 - Specific details about design reviews
 - List of systems and components to be certified
 - Certification documentation required.

The A/E shall revise the LEED Certification Plan as the design and construction of the Project progresses to reflect any changes approved by PDC.

2.5 LEED Certification Documentation

- 2.5.1 The A/E shall organize and manage the LEED design documentation and certification process.
- 2.5.2 The A/E shall review the LEED certification process and regularly report progress to PDC.
- 2.5.3 The A/E shall provide the services of LEED accredited professionals necessary for certification of the Project.
- 2.5.4 The A/E shall register the Project with the USGBC. Registration fees charged by the USGBC shall be a Reimbursable Expense under this Contract (see EXHIBIT A, Section 5.8).
- 2.5.5 The A/E shall prepare submittals for Credit Rulings from the USGBC for interpretation of credit language, principles, or implementation strategies. Credit Ruling fees charged by the USGBC shall be a Reimbursable Expense under this contract (see EXHIBIT A, Section 5.8).
- 2.5.6 The A/E shall prepare and submit a LEED Certification Application for the Project to the USGBC, including required calculations and documentation for each LEED credit claimed, in accordance with the LEED Certification Plan.
- 2.5.7 The A/E shall prepare responses and submit additional documentation required by comments or questions received from the USGBC after review of the original submission for certification.

2.6 LEED Certification Specifications. The A/E shall provide specifications that incorporate LEED requirements for inclusion in the Construction Documents. The Construction Documents shall define the construction contractor's responsibilities and documentation requirements related to LEED certification, including Construction Waste Management, Construction Indoor Air Quality, and obtaining materials credits.

2.7 LEED Certification Services during Bidding. In addition to the services described in EXHIBIT A, Section 3.1.5 (Technical Assistance During Bidding), the A/E shall (a) explain the differences between current standard construction practices and LEED principles, procedures, and requirements; (b) respond to LEED-related question from prospective bidders and provide clarifications and interpretations of the in the form of addenda; (c) consider requests for substitutions, if permitted by the bidding documents, and prepare addenda identifying approved substitutions related to LEED certification; and (d) assist PDC in bid validation or proposal evaluation and determination of the successful bid or proposal, if any, related to LEED certification.

2.8 LEED Certification Services during Construction Administration

- 2.8.1 The A/E shall review requests by the contractor for additional information about the Construction Documents related to LEED certification.
- 2.8.2 If appropriate, the A/E shall, on the PDC's behalf, prepare, reproduce, and distribute supplemental drawings, specifications, and information in response to requests for information by the Contractor related to LEED certification.
- 2.8.3 The A/E, as a representative of PDC, shall visit the Project Site at intervals appropriate to the stage of the contractor's operations, to become generally familiar with, and to keep the PDC informed about the progress of the portions of the work related to LEED certification.

- 2.8.4 A/E's review and approval of contractor's submittals (e.g., shop drawings, product data, and samples), shall include checking for conformance with requirements for LEED certification.
- 2.8.5 The A/E shall review requests by the PDC, PDC's consultants or the construction contractor for changes in the Work related to LEED certification. If the A/E determines that requested changes in the Work are not materially different from the requirements for LEED certification, the A/E shall recommend an order for a minor change in the Work be issued or recommend that the requested change be denied.
- 2.8.6 If the A/E determines that implementation of the requested changes would result in a material change to the LEED certification, the A/E shall notify PDC, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the construction contractor, if any, the A/E shall make a recommendation to the PDC regarding the implementation of the requested changes.
- 2.9 **Final LEED Certification Report.** The A/E shall prepare and submit to PDC a Final LEED Certification Report which documents the LEED rating the Project achieved. The Final LEED Certification Report must also include the LEED Certification Plan, all LEED Certification Documentation submitted to the USGBC, LEED Certification Reviews received from the USGBC, together with the specific LEED points that the Project is recognized as having received, all clarifications or interpretations of credits, and any re-certification requirements.