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# Architectural and Engineering Services

## RFP 12-1903

### **Metro Oregon Zoo**

600 NE Grand Ave.  
Portland, OR 97232  
503-797-1700

### **Project Manager**

Randy Whitworth  
Randy.Whitworth@oregonzoo.org  
503-220-5720

### **Procurement Analyst**

Karen Slusarenko, CPPB  
Karen.slusarenko@oregonmetro.gov  
503-797-1809

Notice is hereby given that proposals for RFP 12-1903 for Architectural and Engineering services shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on July 12, 2011. It is the sole responsibility of the proposer to ensure that Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and condition.

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## I. INTRODUCTION

The Oregon Zoo, a Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for Architectural and Engineering Services including:

- 1) Design Development;
- 2) City of Portland Reviews: Construction Permits;
- 3) Construction Documents: including Architectural and Engineering services (Structural, Mechanical, and Electrical. Coordinate with Existing Civil);
- 4) Cost Estimating;
- 5) Bid Process Support; and
- 6) Construction Administration

Proposals will be due as indicated on the RFP cover page. Details concerning the project and proposal are contained in this document.

## II. BACKGROUND/HISTORY OF PROJECT

Metro is requesting proposals for architectural and engineering services on two identified projects and for on-call services. The identified projects are as follows:

Project 1 - The Cascades Beaver Marsh Aviary and Exhibit were completed in 1982. Some modifications to a couple of the pole tops and guy wires were made during an adjacent project in 2006. In July 2010 the Oregon Zoo hired KPFF to investigate the condition of the cables and top of the poles. This report (see Attachment B) showed significant rot and splitting of the top of the wood poles and cable tensions that need to be addressed.

In February and March 2011, respectively, we had Carlson Testing complete Resistograph and Boroscope tests of most of the wood poles. It was determined that the wood poles in the ground have minimal rot, if any, and are sound enough for several more years of use. These reports will be available upon request.

Project 2 - The Africa Lagoon was originally built in 1990 to house Spoonbill/Ibis and ducks. The exhibit area is approximately 2,800 square feet and is covered with stainless steel wire mesh, a shallow pool that is approximately 700 square feet that is dump and fill, a small duiker holding barn with a visitors pass through and viewing from the Swamp building are in the mesh enclosure (see Attachment C).

It is the intent of the Oregon Zoo to modify this exhibit to hold and display flamingos and other birds. This will require changes to the landscape, pool renovations, additional holding and slight modifications to existing holding facilities.

On-call Architectural and Engineering Services: Metro anticipates the need for on-call services for additional projects. Metro makes no guarantees to the amount of work available to contractors.

## III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform architectural and engineering services for the following two projects and provide on-call services. In addition to the proposed scope of work below, Attachment A-Scope of Work includes more detailed information regarding the requested services.

Project 1 - Cascade Beaver Marsh Aviary and Exhibit:  
Estimated Construction Budget: \$ 325,000.00.

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Estimated completion date: January 31, 2012.

1. Develop engineered specifications and drawings for bid purposes to replace the existing mesh with stainless steel 2" by 2" mesh side panels. Specifications to repair or replace cables, cable connections and wood post top repairs as needed.
2. Develop architectural drawings and specifications for changes to visitor viewing pathways and safe visitor access into the Aviary.
3. Develop exhibit landscape drawings to support changes to exhibit that supports the path changes and or repairs to the pond and filtration required by netting replacement, pole repairs and visitor path.
4. Update the monthly design schedule, during the course of design development.

### Project 2- Africa Lagoon

Estimated Construction Budget: \$175,000.00

Estimated completion date: February 29, 2012.

1. Develop architectural drawings and specifications for new flamingo holding, modifications to add two new animal access doors into the existing building and small modifications to the existing duiker holding out building.
2. Develop architectural drawings and specifications for new pools to support flamingos and other bird species that will include two feeding ponds. Main pool may include a filtration system to support life support.
3. Develop landscape drawings to support the changes in yard elevations, new pools and visitor pathways.
4. Update the monthly design schedule, during the course of design development.

### On-call Architectural and Engineering Services

Anticipated contract term: July 2011 through June 2013, with the option of three one-year extensions at Metro's discretion.

1. Assist with development and design.
2. Assist solicitation and bid process for contractors.
3. Assist in obtaining all permits if required.
4. Provide estimated costs for construction.

## **IV. QUALIFICATIONS/EXPERIENCE**

Proposers shall have the following:

1. Professionals licensed in the State of Oregon in the following disciplines: Architecture, Mechanical, Electrical, Structural, Civil, Cost Estimating.
2. A minimum of three years experience for similar projects.
3. Experience with working on Public Agency projects.
4. Experience with the coordination of multiple design trades.
5. Ability to use Microsoft Project for Schedule Control.

## **V. PROJECT ADMINISTRATION**

Metro's project manager, Randy Whitworth, will administer the resulting contract(s) for the identified project 1 & 2. Proposer shall indicate one point of contact for the resulting contract(s).

For the on-call services contracts, Metro will issue a work order for specific projects, as the need arises. Metro reserves the right to designate additional project managers for the on-call services contracts. All work under these contracts are subject to the project manager's approval, as well as all invoices. Proposer shall indicate one point of contact for the resulting contract.

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Metro will make payment on a Net 30 day basis, after invoice approval by designated project manager.

### VI. PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Four (4) copies of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services  
Attn: Karen Slusarenko, RFP 12-1903  
600 NE Grand Avenue  
Portland, OR 97232-2736

B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.

C. RFP as Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Karen Slusarenko, Karen.slusarenko@oregonmetro.gov. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 3:00 pm on June 28, 2011.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

F. Pre-Proposal Conference

A voluntary pre-proposal conference will be held at 4001 SW Canyon Road, Portland, OR 97221 on June 22, 2011 at 9:00 a.m.. Interested proposers are encouraged to attend the conference in order to gain information about the RFP requirements Directions to pre-proposal conference location: Enter the Zoo's main gate and go to the Sunset Room located on the main floor of the Cascade Grill.

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### VII. PROPOSAL CONTENTS

The proposal should contain no more than twenty five (25) pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: For each identified project, describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule. Indicate work-times, reviews, revision time and completion for each project element as indicated in Section III. Proposed Scope of Work/Schedule.
- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends and reserves the right to award the identified project work to one or more firms. In addition, Metro intends and reserves the right to award contracts to multiple firms for the on-call architectural and engineering services. The proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any sub-contractor work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Cost/Budget: Present the proposed cost of each identified project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and sub-consultant fees (if any). Requested expenses should also be listed. For the on-call services, list hourly rates for personnel, total personnel expenditures, support services, expenses and sub-contractor fees (if any).
- F: Diversity in Employment and Contracting:
- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
  - Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example,

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- joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.
- G: Sustainable Business Practices
- Economy: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
  - Environment: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
  - Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members. All other employee benefits are to be including, such as vacation, sick leave, pension, disability insurance, profit sharing, childcare, health memberships, company vehicle, public transportation, etc.
- H. Exceptions to Standard Agreement and RFP: Carefully review the Standard Agreement attached hereto as Exhibit A and incorporated herein. This is the standard agreement that successful respondents to this RFP will be required to execute. RFP respondents wishing to propose any exceptions or alternative clauses to the agreement or to any specified criteria within this RFP must propose those exceptions or alternative clauses in their proposal; Metro shall not be required to consider contract revisions proposed during contract negotiation and award. Proposed exceptions or alternative clauses should be accompanied by explanatory comments that are succinct, thorough and clear.

### VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

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- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see [www.oregonmetro.gov](http://www.oregonmetro.gov).

## IX. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. An evaluation committee of not less than three (3) shall evaluate the proposals. Interviews may be requested prior to final selection of firm(s). Each of the identified projects and on-call services will be scored separately in the evaluation criteria areas of Approach/Project Work Plan and Cost. Award will be made to the highest ranked Proposer according to the evaluation criteria for each identified project. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer. For the on-call services, the award will be made to the highest ranked Proposers. The number of awards will be based on the quality of submitted proposals.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

|  | Percentage of Total Score |
|--|---------------------------|
| Approach/Project Work Plan                             | 30                        |
| 1. Project 1: Beaver Marsh Aviary and Exhibit          |                           |
| 2. Project 2: African Lagoon                           |                           |
| 3. On-call services                                    |                           |
| Project Staffing Experience                            |                           |
| 1. Design Team   | 20                        |
| Budget/Cost Proposal                                   | 30                        |
| 1. Cost for Project 1: Beaver Marsh Aviary and Exhibit |                           |
| 2. Cost for Project 2: Africa Lagoon                   |                           |
| 3. Reasonableness of Hourly Rates for On-Call Services |                           |
| Diversity  | 10                        |
| 1. Work Force Diversity                                |                           |
| 2. Diversity in Contracting                            |                           |
| 3. Diversity of Firm                                   |                           |

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|   |      |
|---|------|
| Sustainable Business Practices          | 10   |
| 1 Environmental Impact                  |      |
| 2 Support of local business and markets |      |
| 3 Employee compensation structure       |      |
|   | 100% |

### X. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within seven (7) days of issuance of the notice of intent to award by Metro. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

### XI. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached agreement included herein reflects preliminary, draft contract language and selected, proposed contract terms for this procurement. Proposers should be aware that such language terms and provisions are for illustrative purposes only and that Metro reserves the right, following submission and ranking of all proposals submitted in response to this procurement, to amend, modify or negotiate over any and all such contract language, terms and provisions before making a final determination regarding the issuance of the Notice of Intent to Award the agreement arising from this procurement. By submitting a proposal in response to this procurement, proposers acknowledge that they are aware of and do not object to any later, potential amendment and modification of such preliminary, draft language and terms. In addition, by responding to this procurement, proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein.



600 NE Grand Ave.  
Portland, OR 97232-2736  
503-797-1700

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## Personal Service Agreement

Metro Contract No. XXXXXX

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Company Name, referred to herein as "Contractor," located at address, City, State Zip.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective Month XX, 201X and shall remain in effect until and including Month XX, 201X, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Attachment A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed XXXXXX AND XX/100THS DOLLARS (\$XXXXXX.XX). Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.
4. Insurance. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
  - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
  - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
  - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
  - (d) If required by the Scope of Work, Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

Contractor shall provide to Metro 30 days notice of any material change or policy cancellation.

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide

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Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

- a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:
  - (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
  - (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
  - (3) Any cost and pricing data relating to the contract; and
  - (4) Payments made to all suppliers and subcontractors.
- b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.
- g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.



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7. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

8. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

9. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without Metro's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

CONTRACTOR  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

METRO  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

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## Attachment A – Scope of Work

### A. DESIGN DEVELOPMENT SERVICES

1. In the Design Development Stage, the Contractor shall assist the Zoo with development of the plans, defined by the approved Program, Schematic Design Documents and Approved Budget. For approval by the Zoo, the Design Development Documents will consist of Drawings and Specifications and other documents to fix and describe the size and character of the entire project, including architectural, structural, mechanical, electrical systems, life safety, energy management, and alternative energy systems and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation.
2. Based upon the approved Schematic Design, the Contractor shall prepare the documents for this Design Development Phase according to the following guidelines:
  - a. Architectural design documentation services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the project through:
    - (1) Plans, sections and elevations.
    - (2) Typical construction details.
    - (3) Fenestration, building enclosure.
    - (4) Character and quality of project elements.
    - (5) Preliminary color/material palette.
    - (6) Final materials selections.
    - (7) Equipment layouts
    - (8) Building cross sections.
  - b. Structural design documentation services consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish:
    - (1) Basic structural system and dimensions.
    - (2) Final structural design criteria.
    - (3) Foundation design criteria.
    - (4) Sizing of major structural components.
    - (5) Critical coordination clearances.
    - (6) Drawings and Specifications and materials lists.
    - (7) Typical sections.
  - c. Mechanical design documentation services:
    - (1) HVAC
    - (2) Plumbing
  - d. Electrical design documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Drawings and Specifications and materials lists to establish:
    - (1) Criteria for lighting, electrical and communications systems.

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- (2) Sizes and capacities of major components.
    - (3) Equipment layouts.
    - (4) Energy Management system.
    - (5) Service entry feeds.
    - (6) Energy conservation measures related to lighting and other potentials.
  - e. Civil design documentation services consisting of continued development and expansion of Civil Design Documents and development of Drawings and Specifications and materials lists to establish:
    - (1) Site plans showing buildings, paving, sidewalks, curbs, driveways, landscaped areas, service areas and special features.
    - (2) Plan showing existing grades – data provided by the Zoo
    - (3) Storm water System - Site drainage layout and location of utilities and points from which services will be run to the building.
    - (4) Domestic Water System
    - (5) Site lighting and distribution from sources.
  - f. Interior finishes documentation services. Schematic Design Documents and development of Drawings and Specifications and materials lists to establish final scope and preliminary details.
3. At approximately one-half of completion of the Design Development Phase, the Contractor shall conduct a review of the design process with the Zoo to ascertain that the Design Development Documents are on schedule and addressing the Zoo's program requirements.
  4. Contractor, as part of its production of the Design Development Documents, shall develop and refine as a single integrated document a written description of the criteria and standards to be incorporated into the final Construction Documents, where such design has not been explicitly defined in the Design Development Documents.
  5. During the course of this phase, Contractor shall prepare evaluations of building materials and systems for the purpose of comparing construction costs, operating costs and short- and long-term benefits, i.e., value engineering/life-cycle analysis.
  6. Contractor shall prepare a project cost estimates in sufficient detail to assist the Zoo in determining the reasonable construction costs of the project. The estimates will take into account the availability of materials, labor, sequencing and schedule. If the estimates exceed the "Approved Budget", the Contractor at the Architect's/Engineer's expense, will redraw, revise and value engineer the project, as directed by the Zoo. If the Zoo concludes that the Architect's/Engineer's estimate is inaccurate, program adjustments and/or alternates shall be prepared by the Contractor.
  7. Contractor shall coordinate its work with the work of the Zoo's separate contracts for this Project. Contractor shall consult the City of Portland as required to obtain the building permit(s). Contractor shall also prepare written and graphic explanatory materials and appear as may be required on the Zoo's behalf at all agency meetings.
  8. Contractor shall conduct informal meetings with City Planning staff to solicit and receive their comments with respect to the Project and the Amendment to the 1997 Conditional Use Master Plan.

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9. At the end of the Design Development Phase, the Contractor shall present for approval, by the Zoo, the Design Development Drawings and other documents as may be appropriate. In addition, Contractor shall prepare and deliver to the Zoo two final colored renderings, depicting views selected by the Zoo.
10. Contractor shall provide four (4) sets of copies of all final drawings and written material.

### **B. CONSTRUCTION DOCUMENTS SERVICES**

1. Based upon the approved Design Development, the Contractor shall prepare for approval by the Zoo, Construction Documents based on the approved Design Development Documents.
2. Contractor shall ascertain, consistent with professional A.I.A./ A.I.E. standards, that the Construction Documents are complete, accurate and coordinated between the architectural work and the work of the engineering and other involved disciplines for the Project; and that the contents of the drawings and specifications are internally consistent with the end of the Design Development Phase.

When the Zoo determines that revisions, amendments or supplementary documents are required because of a mistake on the part of Architect, Contractor shall prepare them at no expense to the Zoo.

3. The Contractor shall present Construction Documents at 85 percent and final stages for the Zoo's review and comment. The Contractor shall provide evaluation of budget, schedule and response to program and design objectives at each stage.
4. The Contractor shall advise the Zoo of any recommended adjustments to the Project's "Approved Design Budget" indicated by changes in Project scope requirements or general market conditions.
5. The Contractor shall provide an independent estimate based on the 85 percent Construction Document Stage. If the Architect's/Engineer's estimate exceeds the "Approved Design Budget," the Contractor shall, at the Architect's/Engineer's expense, redraw, revise and/or value engineer the Project, if so directed by the Zoo, so that the estimate is within the " Approved Design Budget". If the Zoo concludes that Architect's/Engineer's budget is inaccurate, program adjustments and/or alternates shall be prepared the Architect.
6. The Contractor shall assist the Zoo in connection with the Zoo's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
7. The Contractor shall conduct informal meetings with City Planning staff to solicit and receive their comments with respect to the Project and the 1997 Conditional Use Master Plan amendment process.
8. The Contractor shall attend governing agency meetings with the Zoo as required to assist the Zoo in obtaining guidelines for the Project from regulatory agencies having approval jurisdiction.
9. The Contractor shall prepare written and graphic materials as may be required from time to time for the Zoo to obtain necessary uses, appeals, site and other governmental permits and approvals.

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10. Contractor shall, as part of the development of Division 1 of the Specifications, assist the Zoo in preparing a Project Procedures Manual outlining all procedures to be followed for the processing, change orders, reporting, and control of all shop drawings, transmittals, submittals, substitutions, catalogs, project reports, field orders, test reports, inspections, maintenance manuals, and other construction documentation. The Contractor is responsible for all RFI, ASI and shall answer them as previously described in this document.
11. Contractor shall prepare a complete set of signed reproducible Construction Documents and Specifications as the deliverable work product of this phase and suitable for use as bidding documents.
12. Contractor shall prepare upon completion of Construction Documents Phase, an assessment of the estimated cost of construction based upon these final documents as compared to those documents used for the 85 percent construction document phase estimate. Assessment will provide the Zoo with the Architect's/Engineer's assessment of the anticipated lowest responsible general contract bid versus the "Approved Design Budget" prior to the Zoo's decision to go out for construction bids.
13. The Contractor shall provide final selection and obtain approval, from the Zoo, of colors and materials.
14. The Contractor shall provide presentation services for presentations of Construction Documents for final approval, by the Zoo, prior to bidding.

### C. BIDDING PHASE

1. The Contractor shall assist the Zoo with respect to the following matters regarding solicitation and obtaining bids from Trade Contractors:
  - a. Assisting the Zoo in conducting pre-bid conferences with prospective bidders to familiarize bidders with the bidding documents and management techniques and with any special systems, materials or methods called for by the documents.
  - b. Answering questions and evaluating substitution requests and issuing bid document addenda.
2. Contractor shall assist the Zoo with the preparation of all bid packages including alternates if required, General Conditions, Instructions to Bidders, bidding forms and other similar documents. The Zoo shall advertise, issue addenda, and have available plans and specifications for bid.
3. Contractor shall assist in the Zoo's review and analysis of low bid and participate in pre-award conferences with the successful bidder to discuss procedures and applicable regulations.
4. If addenda are issued during the bidding phase and/or changes are made prior to execution of the construction contract for any respective bid package, such drawings and specifications as require revisions shall be conformed to the required construction condition and re-issued by as part of a complete reproducible set of Conformed Construction Documents.
5. In the event that the lowest responsible bid shall exceed the "Approved Design Budget," as contained in Construction Documents and accepted by the Zoo by more than five percent (5%), Contractor shall, at Architect's/Engineer's expense, redraw and revise the plans and specifications, if so directed

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by the Zoo, so that a responsible bid within said "Approved Design Budget" may be obtained either by formal re-bidding or negotiation.

### D. CONSTRUCTION PHASE

**The Contractor will assist the Zoo's Project Manager with Construction Administration (as defined by the following tasks). The Zoo's Project Managers will assume a lead in the Construction Administration, but will not accept responsibility for engineering design provided by the Architect.**

1. The Construction Phase will commence with the award of the first contract for construction and, together with Architect's/Engineer's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractors is due, or in absence of a final Certificate of Payment or of such due date, sixty (60) days after the Date of Substantial Completion of the work, or beneficial occupancy, whichever occurs first.
2. Contractor shall meet, advise, and consult with the Zoo and Contractors, as needed, to review design compliance, respond to RFI requests in a most timely manner, monitor workmanship, and acceptability of the Contractor's performance and final product.
3. Contractor shall assist in the administration of the construction contracts as set forth in the General Conditions. Contractor shall meet with and advise the Zoo as requested to facilitate prompt, economical and satisfactory completion of construction.
4. Instruction by Contractor to the Contractors shall be forwarded through the Zoo as an ASI, except as may be required in the event of an emergency. Contractor shall have authority to act on behalf of the Zoo only the extent provided in the Contract Documents unless otherwise modified in writing by the Zoo.
5. Contractor shall assist the Zoo in conducting pre-construction and progress meetings at which the Zoo, Architect, and the Contractor(s) will discuss jointly such matters as procedure, progress, problems and scheduling.
6. Contractor shall inform the Zoo in writing of any meetings and discussions with the Contractor or subcontractors that result in decisions or actions by the Contractor which affect the Project.
7. Contractor shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, for any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
8. Contractor shall at all times have access to the work. He shall visit the site as necessary during the construction phase, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in conformity with the Contract Documents. However, Contractor shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. He shall prepare and submit to the Zoo a written report detailing his observations at each visit to the Project site. On the basis of such on-site observations as an architect, Contractor shall keep the Zoo informed of the progress and quality of the work and shall advise the Zoo if the work in general is not proceeding in conformance with the Contract Documents. Contractor shall endeavor to guard the Zoo against defects and deficiencies in the work of the Contractor.

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9. Contractor shall be the interpreter of the requirements of the Contract Documents as regards the compliance and workmanship in accordance with the design documents. Contractor shall render interpretations necessary for the proper execution or progress of the work upon written request of the Zoo. Unless a longer period is agreed to by the Zoo, Contractor shall render written decisions, within five (5) working days of receipt thereof, on all claims, disputes and other matters in question between the Zoo and the Contractor relating to the compliance with design of the work or the interpretation of the Contract Documents.
10. Interpretations and decisions of Contractor shall be provided to the Zoo within five (5) working days of Architect's/Engineer's receipt of the requests for information (RFI), interpretations or decisions relating to compliance with the intent of the construction documents. When a period of greater than five (5) working days is required to resolve such matters, Contractor shall nonetheless indicate in writing within five (5) days the effort and time required and shall confer with the Zoo as relates to the priority of such information. The information provided by Contractor shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form.
11. Contractor shall notify the Zoo of any work which he observes does not conform to the Contract Documents and, upon instruction from the Zoo, may reject such work on the Zoo's behalf.
12. Contractor shall establish and implement procedures for expediting the processing, review and acceptance of shop drawings and samples.
13. In accordance with professional practice, Contractor shall review and note any exceptions or errors, or take other appropriate action, on the Contractor's submittals such as shop drawings, product data, samples, or other written or graphic material for conformance with the design concept of the work. Such review shall include whether or not the Contractor(s) has conformed with the Project design concept and the Construction Documents. Such action shall be taken by Contractor and its consultants consistent with the scheduling and progress of the Project and within the priority assigned to the requirement for such information by Contractor(s) or the Zoo. All submittals by the Contractor(s) and their return by Contractor shall be routed through the Zoo. Architect's/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Contractor shall endeavor to protect the Zoo against defects, discrepancies, and deficiencies in such submittals of which Contractor is aware or of which Contractor in the exercise of reasonable care and through its development of the Construction Documents should be aware. Architect's/Engineer's review will not relieve Contractor(s) of any of its obligations under the Contract Documents.
14. Contractor shall, **with the Zoo staff's input**, carefully review the Contractor's written requests for substitutions for specific products, materials, equipment, or systems, and other departures from the Construction Documents. Contractor shall promptly complete its review so as to not unnecessarily disrupt the orderly progress of the work as represented by the current construction schedule maintained by Contractor. Contractor shall provide to the Zoo a written response on the subject request, with a recommendation for its disposition and the reasons therefore.
15. Contractor shall prepare Drawings, Specifications and supporting data and provide other services in connection with a Change Order to the extent that the Change Order is to remedy a deficiency or to clarify the Drawings and Specifications. This additional information shall be issued as a part of a complete reproducible set of Conformed Construction Documents.

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16. Based on Architect's/Engineer's observations and evaluations of the Contractor's Applications for Payment, the Contractor shall, **with the Zoo staff's input**, review and certify the amounts due to the Contractor. The Architect's/Engineer's certification for payment shall constitute a representation to the Zoo, based on the Architect's/Engineer's observations at the site and on the data comprising the Contractor's Application for Payment that, to the best of the Architect's/Engineer's knowledge, information and belief the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect.
  17. Contractor shall review the work to determine, in consultation with the Zoo, the occurrence of the Date of Substantial Completion of a portion of the work done by the Contractor(s) and the date upon which such portion is finally completed. The Contractor shall also determine, in consultation with the Zoo, the occurrence of the Date of Substantial Completion of all portions of the work and the date of final completion of the work. The Contractor shall, based on his observations and investigation, compile a list of incomplete and unsatisfactory items to be forwarded to the Zoo who shall obtain from Contractor a schedule for their completion. The Contractor shall review written warranties, as-builts, operation and maintenance manuals and related documents required by the Contract Documents as assembled by the Contractor.
  18. Contractor shall review the testing and inspection reports of independent testing agencies, and make written recommendations to the Zoo as the evaluation of the report data dictates.
  19. Contractor shall review and become knowledgeable with the Contractor's construction schedule as accepted by the Zoo. Its reviews, approvals, investigations, clarifications, interpretations and all other activities needed shall be carried out in a prompt manner so as not to delay the Project in any way except if authorized in advance in writing by the Zoo.
  20. Contractor in conjunction with the Mechanical engineer shall provide testing, water quality, load trending, commissioning, and air balancing criteria for all equipment and systems and shall review testing and balancing reports and advise the Zoo whether the equipment and systems meet design criteria. If systems and equipment do not meet design criteria, Contractor and the Mechanical engineer shall advise the Zoo of appropriate remedial action to be taken by Contractor.
  21. Architect's/Engineer's mechanical, electrical and specialty engineers and designers in conjunction with the Contractor's specified training sessions, will conduct a walk-through seminar of appropriate length and detail to explain to the Zoo personnel the specific operation of equipment and systems and assist in building and exhibit start-up.
  22. Contractor shall advise the Zoo of changes in applicable codes and regulations that have taken place after the Building Permit is issued as the Contractor becomes aware of them.
  23. The extent of the duties, responsibilities and limitations of authority of the Contractor as a representative of the Zoo during construction shall not be modified or extended without written consent of the Zoo.
- E. POST -CONSTRUCTION PHASE

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Based on information provided by the Contractor, the Contractor shall provide the Zoo with reproducible full-size record (as-built) drawings and/or specifications. In addition, Contractor shall provide to the Zoo as-built drawings on AutoCAD. The final record drawings, specifications and CAD discs shall be delivered to the Zoo within sixty (60) calendar days after receipt of all necessary written information

### **Payment and Billing**

Contractor shall perform the above work for a maximum price not to exceed XXXXXXXX AND XX/100<sup>TH</sup> DOLLARS (\$XXXXXX.XX).

INCLUDE HOURLY RATES OR TASK BASED PAYMENTS IF APPLICABLE

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Oregon Zoo Facilities, Attention: Accounts Payable, 4001 SW Canyon Road, Portland, OR 97221. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.