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# Consulting Services – Original Building Roof Replacement – Oregon Convention Center

**RFP 13-2133**

**Oregon Convention Center**  
777 NE Martin Luther King Jr. Blvd.  
Portland, OR 97232  
503-797-1911

**Project Manager**  
Josh Lipscomb  
Josh.lipscomb@oregonmetro.gov  
503-867-5967

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

Notice is hereby given that proposals for RFP 13-2133 for Consulting Services – Original Building Roof Replacement – Oregon Convention Center shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on November 13, 2012. It is the sole responsibility of the proposer to ensure that MERC 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

Metropolitan Exposition Recreation Commission (MERC), an appointed commission 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 Consulting Services – Original Building Roof Replacement – Oregon Convention Center. 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

MERC requires the services of a professional architectural, roofing consulting expertise and engineering design services for the purpose of preparing comprehensive construction documents to be used for soliciting bids for construction to replace the roof on the original building portion of the Oregon Convention Center. The original roof of the Oregon Convention Center was completed in 1990 and that roof plan is attached as Attachment A.

## III. PROPOSED SCOPE OF WORK

MERC is seeking proposals from qualified firms to provide roof design solutions for use with bidding and construction that include the following: Complete all steps as listed in this document to study, recommend, design, prepare all documentation required for bidding and oversee construction to re-roof the original portion of the Oregon Convention Center.

Contractor shall provide professional and design services for re-roof project, including, but not limited to:

- Review of project parameters. (Include structural, seismic, and wind loading design considerations).
- Existing condition review and inspection.
- Recommendations and documentation as outlined in this scope of work.
- Provide cost estimates for options listed and additional as requested, life cycle costs to be included in estimates. (Structural Review to be included for each option).
  - Green or Eco Roof Options
  - Solar Options
  - Wind Power Generating Options
  - Roofing System Options
- Outline alternative funding sources available for options listed above.
- Energy conservations upgrade recommendations to meet
  - 2010 City of Portland Green Building Implementation Guide (*Attachment B*)
  - Metro Resolution No 11-4294 Green Building Policy (*Attachment C*)
  - Eligibility for Energy Trust of Oregon Incentives
  - LEED Certification
- Incorporation of approved recommendations into complete design and detailing plan sets (Including Record Sets upon completion)
- Only a complete design for selected roofing system is to be provided. It is expected that any solar, wind, green/eco roof options will be pursued at MERC's request and subject to a separate proposal.
- Bid document preparation including:
  - Demolition plan preparation
  - Construction plan sets
  - Specifications

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- Provide schedule related to ongoing operations during construction.
- Review of construction bids
- Construction administration
  - Submittal review
- Closeout and Warranty Services
- Site Visits
  - Preconstruction site visits
  - Minimum of one visit per week during construction, prior to each pay request and for all milestone inspections including punch list, manufactures representative and regulatory inspections.
  - Punch list and Substantial Completion Inspection (may be conducted as a monthly inspection)
  - Final Completion Inspection
  - Warranty Inspection

## Outline of Basic Services

### *Basic Services*

- Without limiting any obligations arising under law, Consultant's Basic Services are listed for each of the phases described below and include normal Architectural, Roofing Consultant, Energy Consulting, Structural and Electrical Engineering services as required.

### *Schematic Phase*

- Consultant shall prepare a project scoping document with the Owner to ascertain the requirements of the Project and shall review Consultant's understanding of such requirements with Owner.
- Consultant shall provide a preliminary evaluation of the project scope and the Project budget requirements, each in terms of the other.
- Consultant shall review with Owner alternative approaches to design and construction of the Project including cost benefit analysis with payback estimates for proposed design solutions.
- Based on the mutually agreed-upon scope and Project budget requirements, Consultant shall prepare, for approval by Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and interrelationship of Project components.
- Consultant shall submit to Owner a Statement of Probable Construction Cost based on area, volume, or other unit costs, in conformity with all elements of the Schematic Design Documents

### *Design Development Phase*

- Based on the approved Schematic Design Documents and any other adjustments authorized by Owner or Project budget, Consultant shall prepare, for approval by Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate.
- Consultant shall submit to Owner a further Statement of Probable Construction Cost, in conformity with all elements of the Design Development Documents.

### *Construction Documents Phase*

- Based on the approved Design Development Documents and any further adjustments authorized by Owner in the scope or quality of the Project or in the Project budget, Consultant shall prepare, for approval by Owner, Construction Documents consisting of Drawings, Specifications, and other items as may be required to detail the requirements for the construction of the entire project for public

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bidding in accordance with good design practice and all requirements of agencies having jurisdiction over the work.

- Consultant shall provide all documents for this Project in a format and on media approved by Owner with a base minimum of drawings completed using AutoCad.
- Consultant shall provide in the Construction Documents all of the necessary bidding information, including site plans, floor plans, elevations, sections and details, specifications, sufficient to show all the requirements of the work. If required by Owner, Consultant shall prepare the Construction Documents for additive alternate bids, unit prices, and phasing of the work.
- The substantial aspects of the design as indicated by the Working Drawings and Specifications shall comply with the requirements and regulations adopted pursuant to the Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act (ADA), and all requirements of local and state building, fire, mechanical, electrical and other codes in effect at the time of completion of the Construction Documents Phase of work. Consultant shall prepare the required documents for the approval of federal, state and local governmental authorities having jurisdiction over the project and shall be responsible for obtaining all necessary approvals.
- Consultant shall provide such additional information as may be required by regulatory agencies in order for such agencies to certify the relevant applications as complete.
- Consultant shall submit to Owner a final Statement of Probable Construction cost of the project, including a bidding and design contingency of five percent (10%).

### *Bidding Phase*

- Consultant, following Owner's approval of the Construction Documents and the final Statement of Probable Construction Cost, shall assist Owner by preparing the publication ready electronic and paper originals for the Project Manual, and Contract Drawings. Consultant shall participate in a pre-bid conference, prepare addenda, review bids, and assist in evaluating bidder's qualifications.
- Consultant shall attend any mandatory pre-bid conference and shall assist with documents required to correct errors or omissions in the bid documents, or to clarify items in the bid documents.

### *Construction Phase*

- The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is approved by Owner and all close out documentation is completed.
- Consultant shall administer the Construction Contract as set forth herein, and the extent of Consultant's duties and responsibilities and the limitations of Consultant's authority as assigned hereunder shall not be modified without the written consent of both parties.
- Consultant, as the representative of Owner during the Construction Phase, shall advise and consult continually with Owner. Both Consultant and Owner shall at all times have access to the Work wherever it is in preparation or progress. Instructions to the contractor shall be issued through the owner designated representative. Consultant shall provide Owner with copies of all correspondence relating to the Project and shall promptly inform Owner of any circumstances affecting the quality, cost or completion of the work. Consultant shall organize a system of filing and transmitting all documents and correspondence relating to the project.

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- Owner shall have the right to make all final determinations whether an item or material, proposed by the contractor as a substitute for a specified item or material, equals or exceeds the quality of that specified in the Construction Documents. Owner shall make a final determination within seven (7) days after receipt of written request by Consultant.
- For the Contract fee, Consultant, appropriate staff personnel, and Consultant's consultants, shall make periodic visits to the site, as approved by Owner in advance, for familiarization generally with the progress and quality of the work, conformance with the design intent and as required for completion of record drawings. Consultant shall plan for weekly site meetings and specified meetings above.
- Consultant shall provide additional inspection services beyond those described herein upon request of Owner. Consultant will provide a proposal for additional work requested.
- Consultant shall, in the first instance, interpret and explain the requirements of the contract documents, and be judge of the performance thereunder by the contractor. Consultant shall make the initial decision on all claims and questions of the contractor relating to the execution and progress of the Work, and on all other matters or questions related thereto.
- Consultant shall have authority to reject Work, which does not conform to the contract documents. Whenever, in Consultant's reasonable opinion, Consultant considers it necessary or advisable to ensure the proper implementation of the intent of the contract documents. With Owners approval, Consultant will have authority to require special inspection or testing of any Work in accordance with the provisions of the contract documents, whether or not such work be fabricated, installed, or completed.
- Consultant shall review and accept (as complying with design concept and the requirements of the contract documents) or take other appropriate action upon the contractor's submittals such as shop drawings, product data, and samples. Such action shall be performed within 5 working days after receipt of the contractor's submittals. Consultant's acceptance of a specific item shall not indicate approval of assembly of which the item is a component.
- Consultant shall prepare Change Orders for Owner's approval and execution in accordance with the contract documents. Consultant shall have authority to order minor changes in the work not involving an adjustment in Contract Sum or an extension of Contract Time, and not inconsistent with the intent of the contract documents. Consultant shall notify Owner in writing, on a form approved by Owner, of all changes including authorized extras at no additional cost.
- Consultant shall conduct inspections to determine the dates of Substantial Completion and Final Completion as defined in the contract documents. Consultant shall determine the date of Substantial Completion and issue a Certificate of Substantial Completion allowing for beneficial occupancy by Owner. The Certificate of Substantial Completion shall set a reasonable time for the contractor to complete the work and to correct any deficiencies noted by Consultant. Consultant shall make recommendations (based on then current market values and labor costs) of the amounts of payment to be withheld by Owner until the deficiencies are corrected and the Work completed. Consultant shall receive, review, and transmit to Owner written guarantees, warranties, and related documents assembled by the contractor. Consultant shall issue a final Certificate for Payment upon final completion of the work.
- Consultant shall not be responsible for (1) construction means, methods, techniques, sequences or procedures; or (2) the safety precautions or programs of the Contractor; or (3) any acts or omissions of the contractor, any subcontractor, or any of the Contractor's or subcontractors' agents or employees, or of any other person performing any of the work.

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- Consultant shall furnish Owner, within 60 days after final completion of the work, one (1) complete set of mylar reproducible record drawings and one (1) electronic copy (as-builts) bound, showing significant changes in the work made during construction based on marked-up prints, drawings, and other data furnished by the contractor. The Consultant shall take and incorporate the redline comments from the contractor, project RFI and change directives, and update with those changes into the As Built drawings and specs electronically for the use by MERC.

## IV. SCHEDULE

The term of the contract is anticipated to be November 12, 2012 through December 31, 2013. An anticipated schedule is as follows:

12/1/2012	Investigation Completed
12/15/2012	Recommendations
1/3/2013	Design Approval
2/11/2013	Completed design
4/30/2013	Bidding Completed
6/5/2013	Contract Award
10/30/2013	Completion of Site Work
12/31/2013	Project Completed

## V. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

- (1) Minimum five (5) projects specifying commercial systems/products and completion of reroofing projects for larger commercial buildings.
- (2) Minimum five (5) commercial green/eco roof projects completed.
- (3) Demonstrated experience with commercial/industrial or public roofing projects over 40,000 square feet.
- (4) Demonstrated experience with multiple commercial roofing products.

## VI. PROJECT ADMINISTRATION

Josh Lipscomb, MERC's project manager, will administer the project. Proposer shall identify one point of contact for the resulting contract.

## VII. PROPOSAL INSTRUCTIONS

### A. Submission of Proposals

Five (5) paper copies and one (1) electronic version of the proposal shall be furnished to Metro in a sealed envelope, addressed to:

Metro Procurement Services  
Attention: Karen Slusarenko RFP 13-2133  
600 NE Grand Ave  
Portland, OR 97232

### B. Deadline

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

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- C. RFP as Basis for Proposals:  
This Request for Proposals represents the most definitive statement MERC 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 MERC 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 MERC, warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP. MERC may not respond to questions received after 3:00 p.m. on November 5, 2012.
- D. Information Release  
All Proposers are hereby advised that MERC 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 MERC 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. First Opportunity Target Area (FOTA) Program  
In the event that any subcontracts are to be utilized in the performance of this agreement, the Bidder's attention is directed to MERC's First Opportunity Area (FOTA) Program which is intended to provide maximum employment for economically disadvantages residents living in the target area, in accordance with House Bill 3075, passed by the Oregon Legislature in 1989. Additional information regarding the FOTA Program is available from Metro Procurement Services, 600 NE Grand Avenue, Portland, OR 97232, 503-797-1648.
- G. Pre-Proposal Conference  
A voluntary pre-proposal conference will be held at main lobby of the Oregon Convention Center located at 777 NE MLK Jr. Blvd, Portland OR, 97232 on October 30, 2012 at 2:30 p.m. Interested proposers are encouraged to attend the conference in order to gain information about the RFP requirements.

## VIII. PROPOSAL CONTENTS

The proposal should contain no more than ten (10) pages of written material (excluding biographies, resumes 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 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 duration of the project.
- B. Approach/Project Work Plan: Describe your team approach to completing the study of the existing conditions, proposal of new roofing solutions, cost analysis and cost benefits to the owner, constructability factors, design work, and construction management. Include a proposed work plan and schedule.

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- 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.

MERC intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with MERC. The consultant must assure responsibility for any subconsultant 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 V of this RFP. List five (5) similar reroofing projects conducted which involved services similar to the scope of work of this RFP. 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. Define your firms responsibilities and the type of roofing system / replacement process that was completed.

- E. Cost/Budget: Present the proposed cost of the project and the proposed method of compensation. List hourly rates for personnel assigned to the project, total personnel expenditures, support services, and subconsultant fees (if any). Requested reimbursable expenses should also be listed.

- 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, 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.
- MERC First Opportunity Target Area (FOTA) program - Demonstrated commitment to FOTA program (i.e. specific steps to provide employment and contract opportunities to FOTA residents, past performance and experience with FOTA program). Follow this link for information about MERC's First Opportunity Target Area: <http://www.oregonmetro.gov/index.cfm/go/by.web/id=6094>

- G. Sustainable Business Practices

- Environment: 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.
- Economy: 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

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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; MERC 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.

## IX. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit MERC to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. MERC 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 MERC before reimbursement of services can occur. Contractor's invoices shall include the contract number, 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 MERC 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 MERC is evaluating the proposal.
- D. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of MERC or MERC has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of MERC; 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 MERC 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. MERC 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).

## X. 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. Interviews may be requested prior to final selection of one firm. Award shall be made to the highest ranked Proposer based on the stated evaluation criteria. In the event negotiations are unsuccessful, MERC reserves the right to negotiate with the next highest ranked firms.

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- 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
Project Work Plan/Approach	
1. Demonstration of understanding of the project objectives	10
2. Performance Methodology	10
Project Staffing Experience	
1. Firm and Staff experience	10
2. Similar project experience	10
Budget/Cost Proposal	30
1. Projected cost/benefit of proposed work plan/approach	
Diversity in Employment and Contracting	20
1. Work Force Diversity, Diversity in Contracting, Diversity of Firm, FOTA	
Sustainable Business Practices	10
1. Environment, Economy, Community	
	100%

## XI. APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within five (5) days of issuance of the notice of intent to award by MERC. Appeals must be submitted to General Manager of Visitor Venues, 600 NE Grand Avenue, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. MERC will issue a written response to the appeal in a timely manner.

## XII. 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 MERC 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 rising 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.



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## Personal Service Agreement over \$50,000

THIS AGREEMENT is between Metro Exposition Recreation Commission (MERC), an appointed commission of Metro, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and \_\_\_\_\_, referred to herein as "Contractor," located at \_\_\_\_\_.

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 \_\_\_\_\_, 20\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_, 20\_\_\_\_ unless terminated or extended as provided in this Agreement. This agreement may extended at MERC's sole discretion.
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.** MERC 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 \_\_\_\_\_ AND \_\_\_/100THS DOLLARS (\$\_\_\_\_\_). Payment shall be made by MERC 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) 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, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

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

Contractor shall provide MERC with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

5. **Indemnification.** Contractor shall indemnify and hold MERC, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses 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 MERC and for any claims or disputes involving subcontractors.

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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 MERC, 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 MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC 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.

# Consulting Services Original Building Roof Replacement Oregon Convention Center Request for Proposals (RFP 13-2133)

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

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.

7. Project Information. Contractor shall share all project information and fully cooperate with MERC, informing MERC 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 MERC.

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 MERC. 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 MERC.

9. Right to Withhold Payments. MERC shall have the right to withhold from payments due to Contractor such sums as necessary, in MERC's sole opinion, to protect MERC 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 MERC's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, MERC 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 MERC 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. MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose



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changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by

MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

16. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

17. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

18. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Contractor Contact  
Firm Name  
Address  
City State Zip  
\_\_\_\_\_ fax

To MERC: Project Manager Name  
MERC  
600 NE Grand Ave  
Portland, Oregon 97232  
\_\_\_\_\_ fax

19. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials \_\_\_\_\_.**

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION  
COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_