

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7299

AUTHORIZING AN AMENDMENT TO THE PRE-DEVELOPMENT SERVICES CONTRACT WITH MORTENSON CONSTRUCTION FOR DESIGN OF THE 100 MULTNOMAH OFFICE BUILDING IN THE OREGON CONVENTION CENTER URBAN RENEWAL AREA

WHEREAS, in 1991 the Prosper Portland Board of Commissioners (“Board”) through Resolution No. 4178 authorized the acquisition of a 0.88-acre parcel located at the southwest corner of NE Multnomah Street and NE 2nd Avenue (the “Block 49 Property”) in the Oregon Convention Center Urban Renewal Area (“URA”) for the purpose of assisting with the acquisition of property for a headquarters hotel site;

WHEREAS, in 2006, the Prosper Portland Board through Resolution No. 6355 adopted a Development Vision for the Oregon Convention Center Blocks, which includes the Block 49 Property;

WHEREAS, in 2016 and 2018, the Prosper Portland Board through Resolution Nos. 7165, 7222, and 7294 authorized the terms of a Parking Structure Development Agreement with Mortenson Development (the “Development Agreement”) for the design and construction of a 442-space Convention Center Parking Garage (“Garage”) which will be owned and operated by Prosper Portland and support the development and operation of the adjacent 600-room Hyatt Regency Portland at the Oregon Convention Center Hotel (the “Hotel”);

WHEREAS, to maximize development of the Block 49 Property, the design and construction of the Garage has incorporated design and foundation elements to support the development of an office building located adjacent to and on top of the Garage;

WHEREAS, in 2018, the Prosper Portland Board through Resolution No. 7263 authorized a contract-specific special procurement to enter into a Pre-Development Services Contract with Mortenson Construction for \$477,593 to prepare conceptual plans and associated cost estimates for an approximately 100,000 square foot office building and two levels of associated parking above the Garage (the “100 Multnomah Office Building”); and

WHEREAS, Prosper Portland staff proposes to amend and increase the Pre-Development Services Contract amount to \$1,602,052 to advance the design of the 100 Multnomah Office Building through schematic design and 50 percent design development and associated cost estimates.

NOW, THEREFORE, BE IT RESOLVED, that the Prosper Portland Board authorizes the Executive Director to amend the Pre-Development Services Contract substantially in the form attached hereto as

Exhibit A with Mortenson Construction to increase the agency's financial investment in the 100 Multnomah Office Building to \$1,602,052; and

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon its adoption.

Adopted by the Prosper Portland Commission on January 16, 2019



Pam Feigenbutz, Recording Secretary

**AMENDMENT NUMBER 2 TO
PERSONAL SERVICES CONTRACT #218001**

Personal Services Contract #208001 (the "Contract"), dated July 12, 2018, between the **PROSPER PORTLAND** the assumed business name of the Portland Development Commission, the urban renewal and redevelopment agency for the City of Portland and **M.A. MORTENSON COMPANY d/b/a MORTENSON CONSTRUCTION, INC.** ("Consultant") is modified by this Amendment Number 2 (this "Amendment"). This Amendment changes the Contract as follows:

1. The expiration date of the Contract is hereby changed from February 28, 2019, to **July 31, 2019**.
2. The maximum compensation payable under the Contract is hereby increased from \$472,061.00 to **\$1,602,052**.
3. EXHIBIT A of the Contract is hereby amended and restated in the attached EXHIBIT A of this Amendment. Additional services are detailed in Section 2.6 of the attached EXHIBIT A; modifications to the Performance Schedule in Section 3.0 and Cost of Services in Section 4.0 are noted in **bold underline**.

Except as expressly modified by this Amendment, all other terms and conditions of the Contract remain in full force and effect. By the signature of their authorized representatives, the parties have executed this Amendment on the date of the last signature below.

MORTENSON CONSTRUCTION, INC.

Approved by: _____
 Authorized Signature _____ Date _____

Printed Name and Title: _____

PROSPER PORTLAND

Approved as to Form: _____
 Prosper Portland Legal Counsel _____ Date _____

Approved by: _____
 Kimberly Branam, Executive Director _____ Date _____

**EXHIBIT A to the PERSONAL SERVICES CONTRACT for
Pre-Development Services: Convention Center Garage Office Expansion Development Project**

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

1.0 CONTRACT SUMMARY

Under this Personal Services Contract (this “Contract”), M.A. Mortenson Company d/b/a Mortenson Construction (“Consultant”) agrees to provide Prosper Portland with Pre-Development Services including due diligence, conceptual design, and cost estimating for the design and development of an approximately 100,000 square foot office building and two floors of parking to be located on top of the Prosper Portland-owned Convention Center Garage (the “Project”). Prosper Portland and Mortenson Development, Inc. entered into a Parking Structure Development Agreement (December 14, 2016) and Funding Agreement (August 9, 2017) for the purpose of developing and constructing a 442-stall, seven-story parking garage located on Block 49 between NE 1st and NE 2nd Avenues and NE Holladay and NE Multnomah Streets in Portland, Oregon (the “Garage”). Consultant is the general contractor responsible for design and construction of the Garage which is anticipated to begin construction in February 2018 and be completed in April 2019.

2.0 STATEMENT OF WORK

Consultant’s specific activities and deliverables (or “Work”) to be provided under this Contract is described below.

2.1 Predevelopment/Due Diligence Investigations

- a. Conduct kick-off meeting.
- b. Investigate permitting process and relationship to garage construction and occupancy.
- c. Investigate zoning and building code requirements and code updates.
- d. Develop initial programming and floorplate options with Prosper Portland and the Leasing Broker selected by Prosper Portland under a separate agreement.
- e. Investigate Garage structure expansion size, configuration, and construction type options.
- f. Identify high-level LEED Gold for New Construction strategies.
- g. Identify Green Building Technology options and strategies.
- h. Prepare a technical memorandum that summarizes the results and findings of these investigations.

Task 2.1 Deliverables: Technical Memorandum referenced in 2.1(h) above and

Task 2.1 Pre-Work Submittal: Professional Services Subcontracting Plan listed in Section 2.5(a) below.

2.2 Concept Design

- a. Establish program in association with Prosper Portland.
- b. Prepare conceptual architectural drawings of:
 - i. Building envelope showing approximate scale and massing of the proposed Project;
 - ii. Preliminary sections and elevations, floorplans, and approximate dimensions, areas, and volumes.
- c. Written conceptual description of key design elements and building systems – including but not limited to materials, equipment, and technological requirements – and specific research and information confirming that such materials, equipment and technologies are commercially available.
- d. Develop structural load calculations.
- e. For mechanical, electrical, and plumbing systems (MEP), develop baseline design and approximate MEP room sizes and layout, review equipment location and layout, provide design narratives, coordinate with utilities.
- f. Identify means and methods and solutions to constructability issues including permit close-out and site utilization that address impacts to Garage operations.
- g. Plan to obtain LEED Gold certification and incorporate Green Building Technology.
- h. Conduct regularly-scheduled Project team meetings which shall include, without limitation, Prosper Portland staff being invited to and included in regularly-scheduled team meetings held by Consultant and subcontractors pertaining to the Project. Failure of Prosper Portland to appear at any such meeting shall not waive Consultant's obligation to invite and include Prosper Portland into any such subsequent meeting.

Task 2.2 Deliverables:

- Development program showing proposed uses and quantities of those uses in approximate square footage
- Architectural drawings described in 2.2(b) above
- Preliminary Structural studies
- MEP design and narrative
- Constructability and permitting memo
- LEED checklist
- Final Certified Firm Professional Services Report (see Task 2.5)
- Project team meetings

2.3 Project Budget and Schedule

- a. Prepare concept plan budget (+/- 5%) including hard costs, general conditions, allowances, contractor fee, contingencies, insurances (e.g., liability and builder's risk) and bonding, etc.
- b. Prepare high level project schedule, including critical path items
- c. Updating project schedule for the term of this Contract.

Task 2.3 Deliverables: Project budget and schedule.

2.4 Construction Subcontracting Plan

Should the Project be deemed feasible by Prosper Portland and advance to final design and construction, Prosper Portland anticipates construction of the Project will be subject to Prosper Portland's Business Equity Specifications and Workforce Equity Specifications, as those specifications may be amended, which include goals and requirements for hiring of State of Oregon certified Minority-Owned, Women-Owned, Disadvantaged, and Emerging small businesses ("Certified Firms"), apprentices, people of color, and women in order to promote economic growth, and increase the capacity and to expand competition in the market. For construction of this Project, Prosper Portland anticipates establishing goals that exceed the 20 percent Certified Firm utilization rate with a particular emphasis on contracting with Minority-Owned and Disadvantaged firms and providing meaningful opportunities for advancement of people of color within the construction industry.

- a. Meet with Prosper Portland and Metropolitan Contracting Improvement Partnership (MCIP), hired by Prosper Portland under separate agreement, to discuss the anticipated bidding and contracting approach and schedule in order to identify opportunities to maximize participation by Minority-Owned and Disadvantaged firms and people of color.
- b. Prepare a Construction Subcontracting Plan outline that describes an approach, timeline, and anticipated efforts Consultant will make in future phases of the project to maximize opportunities for Minority-Owned and Disadvantaged firms and people of color to participate in construction of the Project. Efforts may include focused outreach to increase awareness of the contracting opportunities, encouraging currently uncertified firms to become certified, and internship and mentorship opportunities.

Task 2.4 Deliverables:

- Meeting with MCIP and Prosper Portland
- Construction Subcontracting Plan

2.5 **Business Equity Specifications; Reporting**

Consultant will endeavor to achieve the Prosper Portland Business Equity Specifications utilization goal by expending a minimum of 20 percent of Consultant’s professional services costs through the hiring of State of Oregon certified Minority-Owned, Women-Owned, Disadvantaged, and Emerging small businesses (“Certified Firms”) in order to promote economic growth, to increase the capacity and to expand competition in the market. Consultant’s self-performed services (i.e. project management, estimating, etc.), insurance and fee shall not be included in this calculation.

- a. **Subcontracting Plan.** Consultant has provided Prosper Portland with an initial Subcontracting Plan documenting efforts made to contract with Certified Firms and the anticipated utilization rate for the Work performed under this Contract. To the extent the anticipated utilization rate is below the 20 percent goal, Consultant will work with Prosper Portland to conduct outreach to Certified Firms to increase awareness of the contracting opportunities and maximize Certified Firms participation to the extent feasible.
- b. **Allowances and Contingency.** As allowances and contingency are authorized for expenditure, Contractor shall conduct outreach to Certified Firms to maximize opportunities for Certified Firms to participate. Contractor shall update the Subcontracting Plan and anticipated utilization rate when these are authorized.
- c. **Final Report.** Upon completion of this Contract, Consultant shall provide a final reporting of the Certified Firm professional services utilization rate.

Task 2.5 Deliverables:

- Subcontracting Plan (delivered as a pre-Work submittal)
- Final Certified Firm Professional Services Report (delivered as part of Task 2.2)

(ADDITIONAL WORK AUTHORIZED BY AMENDMENT 2 TO THE CONTRACT)

2.6 **Services Through Design Review**

Consultant shall:

- Develop design to a level to achieve City of Portland Design Review approval.
- Finalize Shell and Core program requirements, specifically core size and locations, shafts, support spaces (mechanical and electrical rooms, rooftop equipment, etc.), structural spans and member sizes, etc.
- Conduct regularly-scheduled team coordination meetings.
- Prepare, coordinate and submit documents as required for all municipal and governmental reviews including any resubmissions while participating in any required reviews (assume that up to one Design Advice Review and two Design Reviews could be required).

- Development of cost estimates and validate project is within scope, schedule, and budget.
- Identify potential building systems and materials to generate a schematic design specification.
- Continue to coordinate documents required for municipal and governmental reviews and participate in meetings. Incorporate feedback from these groups into the schematic design.
- Generated renderings developed in the course of normal design development may be used for Prosper Portland's marketing. Additional renderings generated specifically for marketing purposes or at Prosper Portland's request will be an additional service.
- Programming and space planning studies for specific tenant leasing fit-up would be an additional service, which would be handled under Prosper Portland allowance noted in Exhibit A, Section 4.2.

2.6.1 **100% Schematic Design**

In the schematic design phase, from the Prosper Portland-approved programming information, Consultant shall provide those Basic Services necessary to prepare schematic design documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components (the "Schematic Design Documents") for acceptance by Prosper Portland. Designs will be conceptual in character and based on program requirements provided by Prosper Portland. Consultant's Services shall consist of the following:

- a. **Architectural Design/Documentation Services.** Consultant shall respond to Shell and Core program requirements and prepare: conceptual building plans; preliminary sections and elevations; and development of approximate dimensions, areas and volumes. These Services shall also include the following:
 - i. Single-line drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
 - ii. Narrative or drawings identifying all proposed finishes (includes all exterior surfaces, doors and windows) of major items of work.
- b. **Structural Design/Documentation Services.** Consultant shall recommend basic structural materials and systems, analyses, and develop conceptual design solutions for a primary structural system. These Services shall also include the following:
 - i. Structural systems layout with overall dimensions and floor elevations. Identification of structural system (pre-cast, structural steel with composite deck, structural steel with bar joists, etc.).
 - ii. Identification of foundation requirements (fill requirements, piles, caissons, spread footings, etc.).

- c. **Mechanical Design/Documentation Services.** Consultant shall respond to program requirements and prepare conceptual design solutions and performance specifications for: energy sources; energy conservation; heating and ventilating; air conditioning; plumbing; fire protection; and general space requirements necessary to allow for installation and utilization. These Services shall also include the following:
 - i. Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
 - ii. Location of all major equipment in allocated spaces.
- d. **Electrical Design/Documentation Services.** Consultant shall respond to program requirements and prepare conceptual design solutions and performance specifications for: lighting; electrical; fire alarm; security and telecommunications systems. These Services shall also include the following:
 - i. Location of all major equipment in allocated spaces.
 - ii. Location of all major equipment in allocated spaces.
 - iii. Itemized sizing of all major HVAC and plumbing equipment
- e. **Civil Design/Documentation Services.** Begin utility coordination. Determine anticipated scope of civil required by City.
- f. **Materials Research/Specifications Services.** Consultant shall: identify potential architectural materials, systems and equipment, including their criteria and quality standards, which are consistent with the conceptual design; investigate availability and suitability of alternative architectural materials, systems and equipment; and coordinate similar activities of other disciplines.
- g. **Interior Design Services.** Consultant shall provide interior Shell and Core space planning based on functional relationships, conceptual design solutions for architectural, structural, mechanical, electrical and equipment requirements, and required circulation including ingress and egress in order to establish an integrated design approach for a fully functional and coordinated building environment.
- h. **Green Building Design Services.** Consultant shall conduct a workshop coordinated with the Energy Trust of Oregon and update the LEED Gold scorecard and present options for achieving Gold certification.
- i. **Project Development Scheduling Services.** Consultant shall update the project schedule, as previously established.
- j. **Statement of Probable Construction Cost Services.** Consultant shall update its Feasibility Budget by utilizing its Cost Management Log to update any major changes.

- k. **City of Portland Design Review.** Consultant shall submit the application and application materials for and present the materials at a Portland Design Commission Design Advice Request (DAR). This process will extend into Task 2.6.2, and progress within the City Design Review is not always linear and therefore Task 2.6.1 may complete without achieving a specific milestone along this process.

Task 2.6.1 Deliverables:

- 100% Schematic Design
- Project Schedule
- LEED Workshop, LEED Gold Scorecard and Path to LEED Gold
- Cost Management Log Update
- DAR Applications, Materials, and Presentation (anticipated but not required)

b. **50% Design Development**

In the design development phase Consultant shall prepare, in response to comments received from City of Portland Design Advise Review process and from the Prosper Portland-approved Schematic Design Documents, the design development documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical, electrical, and other systems, materials and such other elements as may be appropriate (the “50% Design Development Documents”). Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, Prosper Portland's safety and maintenance requirements, sustainability and energy conservation. Outline specifications shall be prepared in accordance with the Construction Specification Institute standards and shall include, but not be limited to, general and product information. Consultant's services shall consist of the following:

- a. **Architectural Design/Documentation Services.** On an ongoing basis, Consultant shall develop and expand architectural Schematic Design Documents to establish the scope, relationship, forms, size and appearance of the Project through: plans, sections and elevations; typical construction details; and equipment layouts. These Services shall also include the following:
- i. Floor plans with final room locations including all openings, and stairs and elevators.
 - ii. Building sections showing coordination and relationship between components.
 - iii. Wall sections showing final dimensional relationships, materials and component relationships.
 - iv. Identification of all fixed and loose equipment to be installed.
 - v. Preliminary finish schedule identifying all finishes.

- vi. Preliminary door and hardware schedule showing final quantity plus type and quality levels.
 - vii. Preliminary development of details and large-scale blow-ups of unique architectural components and standard detailing of floor and wall assemblies.
 - viii. Legend showing all symbols used on the drawings.
 - ix. Outline specifications, in accordance with the CSI standards.
 - x. Reflected ceiling development including ceiling grid and all devices that penetrate ceiling (i.e., light fixtures, sensors, sprinkler heads, ceiling register or diffusers, etc.).
- b. **Structural Design/Documentation Services.** On an ongoing basis, Consultant shall develop the specific structural system(s) and Schematic Design Documents in sufficient detail to establish: basic structural system and dimensions; final structural design criteria; foundation design criteria; preliminary sizing of additional major structural components; critical coordination clearances; and outline specifications or materials lists. These Services shall also include the following:
- i. Plan drawings with all structural members located and sized.
 - ii. Footing, beam, column and connection schedules.
 - iii. Final building elevations.
 - iv. Outline specifications.
 - v. Foundation drawings.
- c. **Mechanical Design/Documentation Services.** On an ongoing basis, Consultant shall update and refine mechanical Schematic Design Documents and performance specifications including: required space for equipment; required chases and clearances
- d. **Electrical Design/Documentation Services.** On an ongoing basis, Consultant shall update and refine electrical Schematic Design Documents and performance specifications including: criteria for lighting, electrical, security and telecommunications systems; approximate sizes and capacities of major components; required space for equipment; and required chases and clearances.
- e. **Civil Design/Documentation Services.** On an ongoing basis, Consultant shall develop and expand civil Schematic Design Documents and develop outline specifications or materials lists to establish the final scope and preliminary details for on-site engineering services.
- f. **Landscape Design/Documentation Services.** On an ongoing basis, Consultant shall develop and expand landscape Schematic Design Documents and develop

outline specifications or materials lists to establish final scope and preliminary details for landscape work.

- g. **Materials Research/Specifications Services.** Consultant shall: prepare for Prosper Portland's approval the proposed Special Conditions; develop architectural outline specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment and their criteria and quality standards; coordinate similar activities of other disciplines; produce a design manual, including design criteria and outline specifications or materials lists. Where applicable, Consultant shall include: less toxic materials specifications or materials lists reviewed by third-party certification programs; safer products which are already commercially available to the extent that is practical; safer options that also limit premium costs and overall lifecycle costs.
- h. **Interior Design/Documentation Services.** Consultant shall further develop and coordinate the approved schematic interior Shell and Core space plan based on functional relationships and code requirements. Consultant shall develop conceptual design solutions that are coordinated with architectural, structural, mechanical, electrical and equipment requirements and dimensions in order to establish an integrated design approach for a fully functional building.
- i. **Project Development Scheduling Services.** Consultant shall review and update previously established schedules for the Project.
- j. **Statement of Probable Construction Cost Services.** Upon completion of City of Portland Design Review, Consultant shall estimate an anticipated budget for the project, into consideration: availability of materials and labor; project delivery procedures; construction sequencing and scheduling; changes in scope of the Project; and adjustments in quality standards. Completion of these Services shall result in the "50% Design Development Phase Statement of Probable Construction Cost."
- k. **City of Portland Design Review.** Consultant shall submit the application and application materials for and present the materials at a Portland Design Commission Design Review (DR).
- l. **Green Building Design Services.** Consultant shall review and update the LEED Gold scorecard demonstrating the capability to achieve Gold certification, and shall register the project (costs to register will be paid by Prosper Portland).

Task 2.6.2 Deliverables:

- 50% Design Development Documents
- Project Schedule
- LEED Gold Scorecard and Path to LEED Gold
- Cost Estimate
- Completion of Design Review

3.0 **PERFORMANCE SCHEDULE**

Task	Schedule
2.1: Due Diligence and Programming	Six (6) weeks from Notice to Proceed (NTP)
2.2: Concept Design	Twelve (12) weeks from NTP
2.3: Project Budget	Sixteen (16) weeks from NTP
2.4: Construction Subcontracting Plan	Sixteen (16) weeks from NTP
<u>2.6.1: 100% Schematic Design</u>	<u>January – February 2019</u>
<u>2.6.2: 50% Design Development</u>	<u>February – March 2019</u>
Total Performance Period	Four (4) months total

This schedule may be modified by the written agreement between the Project Managers of Prosper Portland and the Consultant. An email exchange establishing alternative due dates for the Work will suffice for the purpose of the “written agreement” required by this paragraph.

4.0 **COST OF SERVICES**

4.1 **Maximum Compensation and Payment Type.** In consideration of the satisfactory performance of services Consultant agrees to provide under this Contract, Prosper Portland agrees to compensate Consultant a sum of **one million six hundred two thousand fifty-two and 00/100 dollars (\$\$1,602,052)** for completion of the Work. This amount is payable in a certain number of fixed price payments (see Section 4.2).

4.2 **Milestone Payments.** The following fixed price amounts will be payable by Prosper Portland to Consultant **for the completion of all deliverables associated with each task:**

Milestone	Cost
Prosper Portland’s acceptance of all deliverables listed in Task 2.1 (Due Diligence and Programming)	\$ 145,558
Prosper Portland’s acceptance of all deliverables listed in Tasks 2.2 and 2.5 (Concept Design; Business Equity Specifications and Reporting)	\$ 145,558
Prosper Portland’s acceptance of all deliverables listed in Task 2.3 (Project Budget and Schedule)	\$ 72,780
Allowances (see 4.3 below): <ul style="list-style-type: none"> • Traffic Engineering (40,000) • Survey (\$15,000) • Miscellaneous Consultants (12,000) • <u>Tenant Test Fits (\$75,000)</u> 	<u>\$ 142,000</u>
Prosper Portland’s acceptance of all deliverables listed in Task 2.4 (Construction Subcontracting Plan)	\$ 6,500
<u>Prosper Portland’s acceptance of all deliverables listed</u>	<u>\$ 394,316</u>

<u>in Task 2.6.1 (100% Schematic Design)</u>	
<u>Prosper Portland’s acceptance of all deliverables listed in Task 2.6.2 (50% Schematic Design)</u>	<u>\$ 660,675</u>
Subtotal	<u>\$ 1,567,387</u>
Contingency (see 4.4 below)	\$ 34,665
TOTAL	\$ 1,602,052

4.3 **Allowances.** Allowances may be authorized upon mutual written agreement between the Prosper Portland and Consultant Project Managers (such as through email). Such written agreements shall identify the tasks, deliverables, schedule, subcontractors authorized to perform the identified work, and lump sum costs. Increasing the sum of the allowances listed in Section 4.2 will require an amendment to this Contract. Consultant acknowledges and understands that Prosper Portland intends to focus approvals for any such Allowances requiring additional subcontracting on Minority-owned Certified Firms and agrees to employ all commercially reasonable efforts to assist Prosper Portland achieve this intent.

4.4 **Contingency.** Prosper Portland’s contingency budget for this Contract is the amount listed in Section 4.2 above. At its sole and absolute discretion, Prosper Portland may allocate those funds if Prosper Portland requests the performance of other activities that will incur significant cost or effort to the Consultant beyond that listed in the Section 2 of this Contract. Such allocation shall not increase the maximum compensation of this Contract but shall instead reduce the Contingency budget. Consultant shall not be entitled to claim that the contingency budget applies to any work unless the Prosper Portland project manager listed above approves in writing, in advance, that the contingency budget is applicable to any work performed under this Contract. Consultant acknowledges and understands that Prosper Portland intends to focus approvals for any contingency budget items requiring additional subcontracting on Minority-owned Certified Firms and agrees to employ all commercially reasonable efforts to assist Prosper Portland achieve this intent.

4.5 **Reimbursable Expenses Included in Contract Amount.** Payment of the foregoing amounts constitutes full and complete compensation to the Consultant for performing the Work required by this Contract, including all necessary reimbursable expenses to complete the Work.

5.0 **SUBCONTRACTS**

The following subcontractors are approved to perform work under this contract:

- a. ZGF (architect of record)
 - Lund Opsahl (structural engineering) (DBE, WBE)
 - Janet Turner Engineering (civil engineer) (DBE, WBE)
 - The Greenbusch Group (acoustical and elevator) (WBE)
 - Brightworks (LEED consulting) (ESB)

- b. ESG (consulting architect)
- c. JH Kelly (mechanical/plumbing)
 - WBS (mechanical/plumbing engineering)
- d. OEG (electrical)
 - Samata (electrical engineering)
- e. Morrison Hershfield (enclosures)

6.0 BILLING AND PAYMENT PROCEDURE

- 6.1 This is a lump sum contract. Consultant shall be paid monthly based on a percentage complete for tasks and deliverables in accordance with Section 4.0.
- 6.2 Consultant must submit invoices to Prosper Portland to receive payments under this Contract. Each invoice must contain sufficient detail to determine the work performed for the amount requested and contain, at a minimum, the following details:
 - Invoice date
 - Contract number
 - Range of dates over which the services being invoiced were provided
 - Description of completed Milestones and corresponding fee (see Section 4.2 above)
- 6.3 The form shall be determined by the Prosper Portland Project Manager. Invoices may be submitted monthly, or at such other interval as is specified by the Prosper Portland Project Manager.
- 6.4 Prosper Portland shall process payment in its normal course and manner for accounts payable, Payment terms: NET 30 DAYS. Discounts offered by the Consultant for earlier payment are encouraged, but Prosper Portland shall not be obligated to make payment in less than 30 days from the date the invoice is received.
- 6.5 Payment information will be reported to the U.S. Internal Revenue Service (“IRS”) under the name listed on the first page of this Contract with the taxpayer identification number provided by the Consultant prior to the Contract Effective Date. Information not matching IRS records may result in 20% backup withholding of payments.
- 6.6 Prosper Portland reserves the right to reject and refuse payment of any invoice received by Prosper Portland either (a) more than 90 days following the date on which the final work product is accepted by Prosper Portland, or (b) more than 90 days following the Expiration Date of this Contract, whichever is sooner.

7.0 WORK PRODUCTS REQUIREMENTS

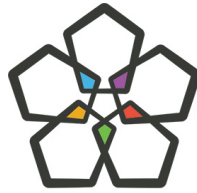
- 7.1 **Electronic Requirements.** Any Work Product provided to Prosper Portland under this Contract must be in electronic format on CD, DVD, and/or send through email (at the Prosper Portland’s Project Manager’s request), meeting the following requirements:

- When requested by Prosper Portland, Consultant shall provide materials in the native file format of the program in which they were created (e.g., Microsoft Word, PowerPoint, or Excel; Adobe InDesign, Illustrator, Fireworks, or Photoshop)
- Print projects require high-resolution electronic files of all “placed art and images” used in the layout (300-dpi minimum resolution in TIF, PSD, EPS, or JPEG format, as appropriate)
- Web projects require web-optimized graphics (all in their native file format), editable Photoshop and Flash files used to produce graphics and animations, and HTML and CSS files created in the development of the website
- If any materials are protected by password, Consultant shall supply the applicable password to Prosper Portland

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

- Print quality (high resolution) PDF document suitable for print
- Web quality (standard resolution) PDF documents suitable for posting on the Internet

7.2 **Hard Copy Requirements.** When requested by Prosper Portland, Consultant shall also provide three (3) hard copies of any document, preferably using double-sided printing on paper containing a minimum of 40% post-consumer waste recycled content. If any materials are used to bind the Work Products, such as three-ring binders, those materials should also be easily recyclable.



**PROSPER
PORTLAND**
Building an Equitable Economy

RESOLUTION NO. 7299

RESOLUTION TITLE:

AUTHORIZING AN AMENDMENT TO THE PRE-DEVELOPMENT SERVICES CONTRACT WITH MORTENSON CONSTRUCTION FOR DESIGN OF THE 100 MULTNOMAH OFFICE BUILDING IN THE OREGON CONVENTION CENTER URBAN RENEWAL AREA

Adopted by the Prosper Portland Commission on January 16, 2019

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Gustavo J. Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Alisha Moreland-Capuia MD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Francesca Gambetti	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Peter Platt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner William Myers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Consent Agenda Regular Agenda

CERTIFICATION

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Prosper Portland Commission and as duly recorded in the official minutes of the meeting.

Pam Feigenbutz, Recording Secretary

Date:

January 17, 2019