

# PDC

## PORTLAND DEVELOPMENT COMMISSION

**DATE:** August 24, 2011

**TO:** Board of Commissioners

**FROM:** Patrick Quinton, Executive Director

**SUBJECT:** Report Number 11-65  
Authorize Architectural and Engineering Contract for an Amount Not to Exceed \$2,760,000 for the Veterans Memorial Coliseum Renovation

### EXECUTIVE SUMMARY

#### BOARD ACTION REQUESTED

Adopt Resolution No. 6903

#### ACTION SUMMARY

This action will authorize the PDC Executive Director to enter into a multi-phased architectural and engineering (A/E) professional services contract, in an amount not to exceed \$2,760,000, to provide design and construction administration services related to the redevelopment of the Veterans Memorial Coliseum (VMC).

PDC has led a broad-based community outreach process to consider options for the revitalization of Veterans Memorial Coliseum (VMC), a summary of which is set forth in the Background section below. These efforts have recently produced a conceptual design for VMC that PDC and the City of Portland and current redevelopment partners Portland Arena Management (PAM) and the Portland Winterhawks (PWH) believe provide a base for desirable improvements and upgrades.

On May 11, 2011, this Board made public findings that investing urban renewal funds in the renovation and improvement of VMC was of public benefit and of benefit to the Oregon Convention Center Urban Renewal Area (OCCURA). On August 10, 2011, the Portland City Council concurred and approved the 19<sup>th</sup> Amendment to the Oregon Convention Center Urban Renewal Plan, permitting PDC to use funds for this project.

The City of Portland, PDC, PAM and the PWH are now poised to negotiate a definitive Redevelopment Agreement (RDA) for the upgrade and redevelopment of VMC. The parties have agreed in principle to the conceptual design which all believe will i) improve this valued community and architectural asset, ii) improve the vitality of the Rose Quarter, and iii) provide the opportunity for increased community utilization of the VMC.

While the parties to the RDA all desire to proceed with renovation of the VMC, they are presently unable to reach definitive agreement without first better understanding with a level of higher certainty the costs of the improvements contemplated in the conceptual plan. As

such, all the parties to the negotiations desire that PDC enter into the A/E contract contemplated by this action, to develop the design of the project in order to determine with higher levels of certainty the actual costs of the constituent elements set forth in the conceptual design.

On November 17, 2010, City Council Adopted Resolution No. 36826 (Attachment C) which granted the Office of Management and Finance (OMF) the authority to delegate tasks to PDC as it deems appropriate related to the VMC renovation. With the concurrence of the City of Portland, PDC on July 22, 2011, released a Request for Proposals for A/E services (Attachment D). Two responses were received August 11, 2011. The approval by the Board of this action would permit the Executive Director to enter into a multi-phased contract with the successful proposer to i) prepare high confidence schematic design, ii) complete design development, iii) prepare final construction documentation and iv) provide construction administration. It is anticipated that the cost of the first phase of the A/E contract (schematic design and high confidence cost estimates) will be less than \$500,000, and no phase after schematic design will be commenced except by express direction of PDC (or its assignee). It is contemplated that if this project proceeds to full construction, the rights under the A/E contract will be assigned to a third party, most likely PAM or the City of Portland. If the development partners are unable to reach final agreement on the scope and financing for the redevelopment, it is not contemplated that PDC will authorize future phases of the A/E contract.

## **PUBLIC BENEFIT**

Engagement of the A/E team in an expedited manner will maintain the project schedule to start construction on the VMC renovation in summer 2012. Currently, the PWH are considering a significant financial investment in the VMC renovation, and time is a critical factor in their willingness to invest in the project. Private investment in the VMC will reduce the public expenditure on the project, and create greater public benefit in the final project. For example, the PWH have expressed an interest in running a public ice skating program that would open the VMC to additional community utilization and recreational opportunities for the public.

Due to the limited window of opportunity for construction in 2012, a year delay would increase costs for the project due to the escalation of material and labor costs. Maintaining an aggressive schedule will reduce the public investment in the project, thereby engaging the A/E team in an expedited manner will be a benefit to the public.

### **This action will support the following PDC goals:**

- Strong Economic Growth and Competitiveness
- Sustainability and Social Equity
- Healthy Neighborhoods
- A Vibrant Central City
- Effective Stewardship over our Resources and Operations, and Employee Investment

## **PUBLIC PARTICIPATION AND FEEDBACK**

No public participation has been initiated specific to this action; however renovation of the VMC as an enhanced spectator facility is the approach that has gained widespread support amongst the SAC and the community during the extensive public outreach from September 2009 to the present. A six member RFP evaluation committee comprised of members of the Rose Quarter Stakeholder Advisory Committee, Veterans Focus Group, the City, PDC, and a minority evaluator will evaluate and provide a recommendation for the A/E consultant selection process.

## **COMPLIANCE WITH ADOPTED PLANS AND POLICIES**

Investment in the rehabilitation of Memorial Coliseum is consistent with the 19<sup>th</sup> Amendment to the OCC URA Plan as approved by the PDC Board on May 11 2011 and by the City Council on August 10, 2010, these actions declare that redevelopment of VMC of public benefit and which authorizes the investment of PDC TIF funds in the VMC as a public facility in the OCC URA. The RFP for A/E services complies with the Board's Local Contract Review Board Rules including all related policies.

## **FINANCIAL IMPACT**

The financial impact of this project is up to \$2,760,000 for the A/E contract, which is budgeted in the Oregon Convention Center URA FY 2011-12 line item H25613. The total authorization includes a 20 percent design contingency. The anticipated cost for the A/E design contract from schematic design through construction administration is \$2,300,000, which is a percentage of the total project value based on the industry standard of 10 percent of project value. Due to the size of the project, and the potential that increased design costs may be incurred during the design process, a 20 percent contingency in the amount of \$460,000 is recommended by PDC Staff with concurrence by OMF.

## **RISK ASSESSMENT**

This action is being sought because the product of Phase I of the A/E contract (Schematic Design) will result in a high level of confidence in the cost of desired renovation, a prerequisite for any final agreement amongst the development partners. The cost of Phase I is anticipated to be less than \$500,000. However, it is at present uncertain whether the parties can reach mutual agreement on the financing and reconstruction of the VMC until the Phase I A/E work is completed. If the parties are unable to reach mutual agreement, PDC will not proceed with the other phases of the A/E contract.

In addition, any comprehensive redevelopment of the VMC will require that the facility to be closed for approximately four months. PAM and PWH presently desire that the construction window be between June, 2012 and November, 2012, in order to minimize disruption to operations and facility revenues. It is at present uncertain i) whether the A/E contract will confirm that the desired renovations can be completed in this time frame, and ii) whether the necessary financing for this work can be finalized before construction must begin in this time

window. On the other hand, delay in commencing Phase I of the A/E work will almost certainly make it impossible to meet this optimal construction window.

In any event, none of the parties to the potential redevelopment are willing to proceed until the Phase I work contemplated by this contract is completed. However, the products and documents produced, and the information obtained, from Phase I of the A/E contract will be of value to the City of Portland and PDC, whether or not the current development partners reach final agreement to redevelop VMC.

The suggested design schedule is extremely aggressive to meet the timeline for building construction. The high building occupancy, including the Winterhawks season schedule, provides a very short construction window during the summer and early fall of 2012. Inability to meet the construction window will result in a year delay for project completion. Granting PDC's Executive Director the authority to authorize the contract immediately upon A/E team selection will expedite the schedule by four weeks. The timeline for RFP submission has been shortened, and the overall design schedule has been compressed to assist in mitigating the risk of missing the 2012 construction window as well.

## **WORK LOAD IMPACT**

Staff resources are available and programmed to support the proposed action.

## **ALTERNATIVE ACTIONS**

If the Board does not approve the delegated authority to execute a contract the design work will not commence this September and the project will risk not being through permitting by June 2012 in time for the VMC construction closure period.

The Board could choose to wait for the design team selection to be finalized, and request that the final contract authorization be approved by the Board. In this case, staff would return to the Board for consideration in late September; this would result in a loss of one month in an already expedited design contract.

The Board could choose not to approve funding for the A/E contract, resulting in a delay and potential termination of the project.

## **CONCURRENCE**

On August 10, 2011, the Portland City Council declared the public benefit of the project by making a public building finding to ensure that the action was reflected in the OCC URA Plan. PDC released a RFP for A/E services (Attachment D) with the concurrence of OMF.

City Council and the PDC Board will have the opportunity to consider the RDA in late 2011 / early 2012 that will outline the scope of the renovation project, public and private funding, and the roles and relationships of all parties prior to the start of any construction activities in 2012.

## BACKGROUND

The future use of the Veterans Memorial Coliseum has been a subject for consideration of the City Council and the PDC Board since construction of the Rose Garden in 1993. The Veterans Memorial Coliseum is passionately embraced by many as one of the few named symbols that honor those killed in war. It is also recognized for its unique modern design and fondly remembered by others who graduated under its roof or attended a sports or entertainment event there.

Completion of the VMC renovation would fulfill goals set forth by the Rose Quarter Stakeholder Advisory Committee (RQSAC) created to determine the future of the Rose Quarter and the Veterans Memorial Coliseum. The RQSAC Aspirational Statement (Attachment E) has been used to establish specific goals for the renovation project. Consideration of an action to use Tax Increment Financing (TIF) resources to renovate the VMC is the initial step to revitalize the Rose Quarter.

In use by nearly half a million people each year, the Veterans Memorial Coliseum needs major capital improvements as the useful life of many of the building systems is nearing an end. The Rose Quarter Stakeholder Advisory Committee (RQSAC) was created by the Mayor's office in September 2009, to advise the City Council and PDC Board on the future of the Veterans Memorial Coliseum and the Rose Quarter. Community support for retaining the VMC has resulted in the building's nomination by the Friends of Memorial Coliseum, a citizens group established to nominate to the National Register of Historic places, which has clarified the future of the building by identifying its character defining features including; a concrete seating bowl in a glass box, the entry pagoda, and the two lower level memorial gardens.

On May 11, 2011, this Board made public findings that investing urban renewal funds in the renovation and improvement of VMC was of public benefit and of benefit to the Oregon Convention Center Urban Renewal Area. On August 10, 2011, the Portland City Council concurred and approved the 19<sup>th</sup> Amendment to the OCC Urban Renewal Plan, permitting PDC to use funds for this project.

The 19<sup>th</sup> Amendment, as stated;

### II) Redevelopment of the Veterans Memorial Coliseum

The Development Commission may participate in the renovation and improvement of the Veterans Memorial Coliseum (the Coliseum). The Development Commission's participation in this public building project will benefit the Oregon Convention Center Urban Renewal Area by creating a more vibrant Coliseum that is expected to catalyze future Rose Quarter development and grow the tax base. The renovation and improvement of the Coliseum is expected to increase the quality and number of recreational and cultural events, which will serve the convention trade and associated job creation at the Convention Center within the urban renewal area. Renovation and improvement of the Coliseum will enhance the Convention Center setting and environment within the urban renewal area to help reflect the best of Portland to visitors,

thereby extending convention stays and return visits and business recruitment to the region. Enhancement of the Coliseum is expected to provide additional community access to gathering space, recreation and cultural opportunities that will support neighborhood livability and attract new area businesses to create new jobs.

Since the issuance of the Enhanced Spectator Facility Proposal By the Mayor on August 10, 2010, PDC, OMF, the Portland Winterhawks (PWH), and Portland Arena Management (PAM) have prepared a concept design and cost estimate that reflects the shared objectives of renovating the facility in a manner that respects the historic status of the building, and increase utilization of the facility. Extensive building systems analyses have been completed. The project team has completed value engineering in order to minimize cost and prioritized the improvements into these general categories:

**Capital Repair and Improvements**, including but not limited to:

- Mechanical, electrical, and plumbing (MEP)
- Architectural and structural
- Life safety and code upgrades
- Americans with Disabilities Act (ADA) compliance requirements

**Operational Enhancements**, including but not limited to:

- Concessions
- Seating
- Lighting
- Signage
- Restroom improvements
- Locker room improvements
- Acoustics
- Upgrade of finishes in meeting rooms

**Enhanced Community Uses**, including but not limited to:

- Memorial gardens renovation
- Public ice skating amenities
- East plaza improvements

Issuance of the RFP by PDC for the architectural and engineering services for the VMC renovation on July 22, 2011, reflects the project scope as jointly agreed to by the project team. A review team comprised of a Veterans representative, three SAC members, a minority reviewer, and a representative from OMF will score the responses to the RFP and provide a recommendation for the A/E team selection. PDC's Executive Director, in consultation with OMF will make the final decision on selection of the A/E team.

The selected A/E team will move directly into schematic design and as the design progresses it will inform negotiations that will result in a Redevelopment Agreement (RDA) for the VMC development – an agreement that will set forth the terms for the project including among other things: public and private investment, financing structure, roles and responsibilities and the business terms of the agreement. This agreement will be considered by both the Portland City Council and the PDC Board in winter 2011/12, and final determination on investment in the VMC will be made at that time. Assignment of the

A/E contract to PAM is anticipated to occur after the approval of the RDA by City Council in late 2011 or early 2012.

**ATTACHMENTS:**

- A. URA Budget
- B. Project Summary
- C. City Council Resolution No. 36826
- D. Veterans Memorial Coliseum Architectural and Engineering Request For Proposals
- E. Veterans Memorial Coliseum Aspirational Statement

### URA FINANCIAL SUMMARY

#### Five-Year Forecast Project Requirements

	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
<b>Convention Center URA</b>						
<b>Resources</b>						
Beginning Fund Balance	3,054,495	1,638,487	1,864,342	2,065,828	39,175	303,122
Interest on Investments	75,000	50,000	25,000	0	0	0
Loan Collections	527,079	325,000	300,000	300,000	300,000	300,000
Property Income	208,000	0	0	0	0	0
TIF Proceeds	7,495,500	20,495,500	19,198,939	0	0	0
<b>Total Fund Resources</b>	<b>11,360,074</b>	<b>22,508,987</b>	<b>21,388,281</b>	<b>2,365,828</b>	<b>339,175</b>	<b>603,122</b>
<b>Requirements</b>						
<b>Program Expenditures</b>						
<b>Administration</b>						
Finance Admin						
H98001 Debt Management	27,250	28,613	30,044	30,044	30,044	30,044
Strategic Planning/Policy & Prgm Dvlpmnt						
H60041 Eastside Central City Plan	141,173	0	0	0	0	0
Urban Renewal Plan Area Development						
H60042 NINE Economic Dev Initiative	85,792	45,660	0	0	0	0
<b>Administration Total</b>	<b>254,215</b>	<b>74,273</b>	<b>30,044</b>	<b>30,044</b>	<b>30,044</b>	<b>30,044</b>
<b>Business Development</b>						
Business Lending						
H79020 Business Finance	512,500	500,000	500,000	0	0	0
Cluster Industry Development						
H72026 Cluster Development	0	200,000	200,000	0	0	0
H79022 Business Retention	20,000	0	0	0	0	0
H79100 Site Recruitment	0	38,000	38,000	38,000	0	0
Small Business & Entrepreneurship						
H72030 Neighborhood Economic Development	100,000	100,000	100,000	0	0	0
<b>Business Development Total</b>	<b>632,500</b>	<b>838,000</b>	<b>838,000</b>	<b>38,000</b>	<b>0</b>	<b>0</b>
<b>Housing</b>						
PHB Housing						
H19032 King/Parks Affordable Housing	250,000	1,519,066	0	0	0	0
H80002 MFH - 2nd and Wasco	5,000	0	0	0	0	0
H80003 Lloyd Cascadian Phase II	3,000	0	0	0	0	0
H80026 Grant Warehouse - Affordable Housing	285,392	0	0	0	0	0
H80042 OCC Miracles Club	3,151,863	0	0	0	0	0
H80043 Rose Qtr Afford Rental Housing	89,000	0	0	0	0	0
H89049 McCoy Apartments Rehab	989,455	387,600	0	0	0	0
<b>Housing Total</b>	<b>4,773,710</b>	<b>1,906,666</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Infrastructure</b>						
Public Facilities						
H25537 MLK Jr Blvd Gateway Improve	290,000	500,000	0	0	0	0
Transportation						
H28072 Rose Quarter Connection	0	0	150,000	0	0	0
<b>Infrastructure Total</b>	<b>290,000</b>	<b>500,000</b>	<b>150,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Property Redevelopment</b>						
Commercial Real Estate Lending						
H25533 Vanport Redevelopment	15,000	0	0	0	0	0
H25610 Bee Car Rental Redevelopment	7,000	0	0	0	0	0
H26030 Redevelopment Loan Projects	700,000	0	160,000	0	0	0
Community Redevelopment Grants						
H27001 Storefront Grants	300,000	250,000	150,000	0	0	0
H27050 DOS Grants	60,000	30,000	30,000	0	0	0
Property Redevelopment						
H11601 Community Outreach	80,000	5,000	5,000	0	0	0



### Five-Year Forecast Project Requirements

	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
H11602 Property Management	0	75,000	75,000	0	0	0
H16237 HQ Hotel/Blocks 43/26	150,000	3,193,986	0	0	0	0
H25606 Lloyd Commercial Development	0	0	4,044,000	0	0	0
H25612 King/Parks Commercial	0	700,000	0	0	0	0
H25613 Rose Quarter Revitalization	430,000	9,044,000	10,400,000	1,500,000	0	0
H26079 Eco District Commercial Retro	0	200,000	0	0	0	0
H61005 Eco District	70,000	70,000	220,000	0	0	0
<b>Property Redevelopment Total</b>	<b>1,812,000</b>	<b>13,567,986</b>	<b>15,084,000</b>	<b>1,500,000</b>	<b>0</b>	<b>0</b>
<b>Total Program Expenditures</b>	<b>7,762,425</b>	<b>16,886,925</b>	<b>16,102,044</b>	<b>1,568,044</b>	<b>30,044</b>	<b>30,044</b>
Personal Services	422,294	713,765	579,674	256,450	1,442	1,442
Transfers - Indirect	1,164,340	2,790,079	2,222,082	500,390	3,846	3,846
PHB Staff/Admin	372,528	253,875	418,653	1,769	721	721
<b>Total Fund Expenditures</b>	<b>9,721,587</b>	<b>20,644,644</b>	<b>19,322,453</b>	<b>2,326,653</b>	<b>36,053</b>	<b>36,053</b>
Contingency	1,638,487	1,864,343	2,065,828	39,175	303,122	567,069
Ending Fund Balance	0	0	0	0	0	0
<b>Total Requirements</b>	<b>11,360,074</b>	<b>22,508,987</b>	<b>21,388,281</b>	<b>2,365,828</b>	<b>339,175</b>	<b>603,122</b>

## PROJECT SUMMARY

**Project Name:** Veterans Memorial Coliseum Renovation  
**Description:** 197,000 gross square foot spectator facility and community center  
**Location:** 1401 N. Wheeler Avenue  
**URA:** Oregon Convention Center Urban Renewal Area  
**Current Phase:** Design  
**Next Milestone:** Design Team Contract Award (September 15<sup>th</sup>)  
**Completion Target:** Construction complete in winter 2012  
**Outcome:** Revitalized public facility with additional community uses  
**Site/Project Map:**



**RESOLUTION No. 36826**

Authorize a Fifth Amendment to the Development Agreement and Amendment No. 2 to the Entertainment Complex Ground Lease with Rip City Management LLC, doing business as Portland Arena Management, successor in interest to Oregon Arena Corporation in regards to the Rose Quarter development (Resolution)

WHEREAS, future Rose Quarter development will realize the long-anticipated community vision of a pedestrian-oriented, mixed-use district that showcases leading edge sustainability practices, creates jobs, and is well integrated and connected with the surrounding neighborhood and adjacent Lloyd district; and

WHEREAS, the City and the Portland Development Commission ("PDC") also embarked on a process to determine the future use of the Veterans Memorial Coliseum; and

WHEREAS, in August 2009, Mayor Sam Adams convened a 32 member Stakeholder Advisory Committee ("SAC") comprised of members representing a broad range of community interests including, among others, local advisory committees, sustainability, architectural preservation, urban planning and design, arts and entertainment, and inner eastside businesses; and

WHEREAS, the SAC solicited ideas and concepts from the public for the renovation or adaptive reuse of Veterans Memorial Coliseum, heard presentations from individuals and teams who submitted concepts for such future use, deliberated and refined its recommendations to City Council on which concept teams should be invited to the Request for Proposals stage of the process, and reaffirmed its recommendations and recommended proceeding with the Veterans Memorial Coliseum process; and

WHEREAS, on April 14, 2010, pursuant to Resolution 36777, City Council accepted the recommendations of the SAC and directed PDC to act as agent for the City in issuing Request for Proposals for the renovation or adaptive reuse of Veterans Memorial Coliseum and in undertaking other specified tasks; and

WHEREAS, City and PDC staff reviewed the individual elements of each of the three finalists' proposals, focusing on those elements that have the broadest public support and are the most financially viable; and

WHEREAS, based on this staff review and on the input of the SAC, on August 3, 2010, Mayor Sam Adams released a Draft Enhanced Spectator Facility proposal regarding the Veterans Memorial Coliseum, for public review and discussion; and

WHEREAS, the City and PDC determined that it is necessary to begin the as-planned discussion about the development potential for the entire Rose Quarter, to allow the City and PDC to target the appropriate program for the Veterans Memorial Coliseum in the context of available public funding and surrounding uses; and

WHEREAS, the City and PDC desire to create a district that is supportive of the City's Economic Development Strategy, with its focus on job creation in key-traded-sector industries,

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such as the Athletic/Outdoor Industry cluster; and

WHEREAS, the City and PDC are working to develop a Rose Quarter District Plan that is well integrated within the context of the area around the Rose Quarter, including areas North of Broadway, the Lloyd District, and Oregon Convention Center areas; and

WHEREAS, PDC has engaged the professional services of urban design advisor Mike McCulloch to assist in this planning effort; and

WHEREAS, to ensure that the plan is driven by and represents the City's best interests, an internal planning charette was held on October 15, 2010. To incorporate private plans for investment in the planning study area, the City and PDC staff have met individually with adjacent property owners; and

WHEREAS, the SAC met on November 9, 2010, to review and discuss the products of the City's internal work and discussions with adjacent property owners; and

WHEREAS, to engage the broader community, the City and PDC hosted a public open house on November 15, 2010, at the Veterans Memorial Coliseum, for the purposes of gathering all public feedback to incorporate into an updated draft District Plan; and

WHEREAS, the Community Benefits Agreement ("CBA") Subcommittee of the SAC has met to consider potential benefits to the community, including those relating to construction/contracting, workforce training and hiring, local businesses, and economic and sustainability returns, and to make final recommendations of what should be included in a CBA related to the redevelopment of the Rose Quarter; and

WHEREAS, the Eliot neighborhood and the CBA Subcommittee have discussed the redevelopment of the Rose Quarter, and the City expects PAM to work with the Eliot neighborhood in good faith to reach agreement on a Good Neighbor Agreement ("GNA"); and

WHEREAS, PDC conducted the North Northeast Economic Development Initiative in partnership with the community and sought input on urban renewal areas and PDC's investment in the community. The outcome of this community input was the formation of the North/Northeast Economic Development Initiative Community Advisory Committee ("N/NE CAC"). PDC will continue to work with the N/NE CAC to update the plans for both the Interstate Corridor and Oregon Convention Center Urban Renewal Areas; and

WHEREAS, the City and Oregon Arena Corporation are parties to that certain Development Agreement with an effective date of November 4, 1992 (as amended, the "Development Agreement") and that certain Entertainment Complex Ground Lease with an effective date of June 23, 1993 (as amended, the "Lease"); and

WHEREAS, PAM is the successor-in-interest to Oregon Arena Corporation; and

WHEREAS, the Development Agreement provides PAM with certain Development Rights with respect to certain properties owned by the City within the Rose Quarter area (the "Development Areas"). Specifically, the City granted PAM an exclusive option to develop improvements on and

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over the Public Garage Development Areas (as defined in the Development Agreement) (the “Development Rights”). In addition, the Development Agreement provides PAM with certain rights to develop the Coliseum Development Area and the PDOT Development Area (each of which is defined in the Development Agreement); and

WHEREAS, PAM’s option to exercise the Development Rights and the Lease to PAM for Phase 2 of the Entertainment Complex expire on November 24, 2010; and

WHEREAS, the City desires that PAM work diligently to propose a viable project to be developed in one of the Development Areas, to participate in the preparation of the Rose Quarter District Plan, and to undertake other tasks as specified in the Fifth Amendment to the Development Agreement; and

WHEREAS, PAM and its potential development partners are uniquely situated to bring a project to fruition in the Rose Quarter area, and both the City and PAM thus desire to extend for a period of six months (a) PAM’s Development Rights on the terms and conditions of the Fifth Amendment to the Development Agreement in substantially the form attached hereto as Exhibit A and (b) the term of the Lease as to Phase 2 of the Entertainment Complex on the terms and conditions of Amendment No. 2 to Entertainment Complex Ground Lease in substantially the form attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED that, on behalf of the City, the Chief Administrative Officer of the Office of Management and Finance or his designee is hereby authorized to enter into the Fifth Amendment to the Development Agreement substantially in the form attached hereto as Exhibit A and Amendment No. 2 to Entertainment Complex Ground Lease substantially in the form attached hereto as Exhibit B.

BE IT FURTHER RESOLVED that the Bureau of Planning and Sustainability working with PDC and delegating tasks to PDC as it deems appropriate is hereby authorized to: (a) engage an urban design advisor to facilitate the preparation of the Rose Quarter District Plan (the “District Plan”); (b) work in good faith to complete the District Plan by May 24, 2011; (c) attempt to obtain approval or acceptance, as applicable, from the City and PDC of the District Plan by May 24, 2011; and (d) initiate work to review possible legislative amendments to the Portland Zoning Code needed to carry out the District Plan.

BE IT FURTHER RESOLVED that the Office of Management and Finance working with PDC and delegating tasks to PDC as it deems appropriate is hereby authorized to: (a) negotiate with PAM to determine the level of public funding assistance for the Phase 1 Project based on the Funding Plan (as described in the Fifth Amendment) produced by PAM; (b) cooperate with PAM’s attempts to secure other external sources of funding (e.g., New Market Tax Credits); (c) if the District Plan and Phase 1 Project are approved in accordance with the Fifth Amendment, commence negotiations, in good faith, of a development agreement for the Phase 1 Project, which development agreement will contain performance requirements for the Phase 1 Project; (d) assist PAM in its efforts to secure of a major building tenant for the Phase 1 Project that supports the City’s Economic Development Strategy; and (e) recommend to City Council whether to further extend PAM’s Development Rights and the Lease as to Phase 2 and, depending on what is achieved during the extended option term, whether PAM, its affiliates or joint venture partners should be entitled to develop other portions of the Development Areas following the expiration of the extended option term.

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Adopted by the Council: NOV 17 2010

Mayor Sam Adams

Prepared by: Skip Newberry

Date Prepared: November 10, 2010

**LaVonne Griffin-Valade**  
Auditor of the City of Portland

By

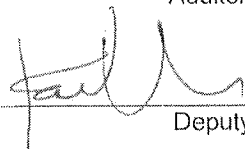


Deputy

1488

Agenda No.  
**RESOLUTION NO. 36826**  
 Title

Authorize a Fifth Amendment to the Development Agreement and Amendment No. 2 to the Entertainment Complex Ground Lease with Rip City Management LLC, doing business as Portland Arena Management, successor in interest to Oregon Arena Corporation in regards to the Rose Quarter development (Resolution)

<p><b>INTRODUCED BY</b>                  Commissioner/Auditor:  <b>Mayor Sam Adams</b></p>	<p>CLERK USE: DATE FILED <u>NOV 12 2010</u></p>
<p><b>COMMISSIONER APPROVAL</b></p> <p>Mayor—Finance and Administration <u>Adams</u></p> <p>Position 1/Utilities - Fritz</p> <p>Position 2/Works - Fish</p> <p>Position 3/Affairs - Saltzman</p> <p>Position 4/Safety - Leonard</p>	<p style="text-align: center;">LaVonne Griffin-Valade                  Auditor of the City of Portland</p> <p>By: <u></u>                  Deputy</p>
<p><b>BUREAU APPROVAL</b></p> <p>Bureau:                  Bureau Head:</p>	<p><b>ACTION TAKEN:</b></p>
<p>Prepared by: Skip Newberry                  Date Prepared: 11/10/2010</p>	
<p>Financial Impact Statement</p> <p>Completed <input type="checkbox"/> Amends Budget <input type="checkbox"/>                  Not Required <input checked="" type="checkbox"/></p>	
<p>Portland Policy Document                  If "Yes" requires City Policy paragraph stated in document.                  Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	
<p>Council Meeting Date                  11/17/2010</p>	
<p>City Attorney Approval <u>HRM</u></p>	

<b>AGENDA</b>
<p><b>TIME CERTAIN</b> <input checked="" type="checkbox"/>                  Start time: <u>10 am</u></p> <p>Total amount of time needed: <u>45</u>                  (for presentation, testimony and discussion)</p>
<p><b>CONSENT</b> <input type="checkbox"/></p>
<p><b>REGULAR</b> <input type="checkbox"/>                  Total amount of time needed: _____                  (for presentation, testimony and discussion)</p>

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
	YEAS	NAYS
1. Fritz	✓	
2. Fish	✓	
3. Saltzman	—	
4. Leonard	✓	
Adams	✓	



# **REQUEST FOR PROPOSALS #11-02 ARCHITECTURAL DESIGN AND ENGINEERING: VETERANS MEMORIAL COLISEUM RENOVATION**

**Proposals Due: August 11, 2011**  
by 2:00 PM (Pacific)

A voluntary pre-proposal meeting for this RFP will be held on  
**Wednesday, July 27, 2011 at 9:30 AM** in the Fountain Room at the **Memorial Coliseum**  
(see Section 1.4 of this RFP)

**Direct all questions and submit one (1) original, ten (10) color photocopies,  
and one (1) electronic proposal (on CD-R) to PDC's SOLE POINT OF CONTACT for this RFP:**

Daniel Spero, CPPB  
Senior Contracts and Procurement Specialist  
Portland Development Commission  
222 NW Fifth Avenue  
Portland, Oregon 97209

(503) 823-3291 (direct)  
(503) 865-3738 (fax)  
[SperoD@pdc.us](mailto:SperoD@pdc.us) (email)  
<http://www.pdc.us/> (www)



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### EXHIBITS

- EXHIBIT A, Renovation Scope
- EXHIBIT B, Building Systems Analysis Appendix
- EXHIBIT C, Renovation Conceptual Design
- EXHIBIT D, National Register of Historic Places Registration

## 1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

### 1.1 RFP DATA and CONTACT INFORMATION

Request for Proposals Title: **Architectural Design and Engineering: Veterans Memorial Coliseum Renovation**

Solicitation Number: **RFP # 11-02**

Solicitation Coordinator\*: **Daniel Spero**, CPPB; Sr. Contracts and Procurement Specialist

Contact Information: **(503) 823-3291** (direct)  
**(503) 865-3738** (fax)  
[SperoD@pdc.us](mailto:SperoD@pdc.us) (email)

Proposal Delivery Location: **Portland Development Commission**  
**Attn: Daniel Spero, Professional Services**  
**222 NW 5th Avenue**  
**Portland, OR 97209**

### 1.2 RFP SUMMARY and PROJECT OBJECTIVES

Through this Request for Proposals (this “RFP”), the **Portland Development Commission** (“PDC”) on behalf of the City of Portland, Oregon (“City”) is soliciting competitive proposals from qualified and experienced firms or teams (“Proposers” or “you(r)”) for architectural and engineering services (“A/E”) for the renovation of the Veterans Memorial Coliseum (the “Memorial Coliseum,” “VMC,” “Property,” or “Project”). These renovations are identified in EXHIBIT A of this RFP. The Memorial Coliseum is located at 1401 N. Wheeler Avenue (sometimes also listed as 300 N. Winning Way) in the City’s Oregon Convention Center Urban Renewal Area (“URA”). Currently used as a multipurpose arena and conference center, the VMC is a 197,600 gross square foot building that was dedicated in 1961 and recently placed on the National Register of Historic Places<sup>1</sup>.

The goal of the City and the PDC is to select a Proposer (the “A/E Team”) to take the completed conceptual design from schematic design to the completion of construction documentation and construction administration. The starting point for the schematic design is a fully-vetted and complete conceptual design and cost estimate (see Section 2.5 below). Extensive building systems analyses have been completed and are provided in full as EXHIBIT B of this RFP. The project team has completed value engineering in order to minimize cost and prioritized the improvements into these general categories:

- ❖ **Capital Repair and Improvements**, including but not limited to:
  - Mechanical, electrical, and plumbing (“MEP”)
  - Architectural and structural
  - Life safety and code upgrades
  - Americans with Disabilities Act (“ADA”) compliance requirements
  
- ❖ **Operational Enhancements**, including but not limited to:
  - Concessions
  - Seating

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<sup>1</sup> refer to [www.rosequarterdevelopment.org/library.php](http://www.rosequarterdevelopment.org/library.php) for specific information related to the Coliseum’s historic listing

- Lighting
- Signage
- Restroom improvements
- Locker room improvements
- Acoustics
- Upgrade of finishes in meeting rooms

❖ **Enhanced Community Uses**, including but not limited to:

- Memorial gardens renovation
- Public ice skating amenities
- East plaza improvements

### 1.3 PHASES OF WORK

The work completed under the contract awarded from this RFP will be in two phases commencing with the selection of the successful A/E Team. This is anticipated to happen in August or September 2011. **Before PDC can sign a contract for the work, Portland City Council must have considered and approved the 19<sup>th</sup> Amendment to the Oregon Convention Center Urban Renewal Area.** This item is anticipated to be complete in August 2011 and is unlikely to impact the timeline for the selected A/E Team.

Phase One of the contract work will be from Schematic Design (“SD”) through the completion of Design Development (“DD”). Upon City Council approval of the project and cost at the end of DD, the second phase of the contract work will commence. Phase Two of the contract will be Construction Documentation (“CD”) through Construction Administration (“CA”). If Portland City Council does not approve the project to move forward at the end of DD, PDC reserves the right to cancel some or all of Phase Two of the contract.

### 1.4 PRE-PROPOSAL MEETING

A voluntary pre-proposal meeting for this RFP will be held on **Wednesday, July 27, 2011 at 9:30 AM** (Pacific Time) at the **Memorial Coliseum** (see address in section 1.2 above) in the **Fountain Room** on the event level. This RFP, the Project, and PDC’s procurement process and contract requirements will be explained at the pre-proposal meeting. A tour of the Property will be conducted immediately after the meeting.

Attendees will also be given the opportunity to ask questions to project team members to clarify expectations of the Project. Verbal comments or responses given at this meeting are not binding and will not serve to modify any portion of this RFP unless later confirmed in a written addendum to this RFP. PDC may request that particularly detailed or technical questions, or those that require additional consideration and research, be submitted in writing (see Section 6.2 below). Proposers are encouraged to bring a copy of this RFP to the Pre-Proposal meeting as copies will not be provided. Proposers are responsible for all costs associated with attendance at this meeting.

### 1.5 SOLE POINT OF CONTACT

PDC’s sole point of contact for this RFP is Daniel Spero, CPPB, Senior Contracts and Procurement Specialist for PDC. He can be reached by phone at (503) 823-3291 or email at [Sperod@pdc.us](mailto:Sperod@pdc.us).

## 1.6 SCHEDULE OF SOLICITATION AND CONTRACT AWARD EVENTS

PDC reserves the right to change the following schedule for any reason. PDC may make a courtesy effort to contact interested parties that this schedule has changed, but interested parties are ultimately responsible for being aware of PDC's published changes to this RFP by checking the webpage for this RFP on the PDC website: [www.pdc.us/RFP11-02](http://www.pdc.us/RFP11-02).

Request for Proposals Issued	July 18, 2011
Pre-Proposal Meeting (see Section 1.4)	July 27, 2011 at 9:30 AM
Deadline for Questions and Requests for Changes	August 1, 2011 by 5:00 PM
<b>PROPOSAL DUE DATE AND TIME (no later than)</b>	<b>AUGUST 11, 2011 by 2:00 PM (Pacific Time)</b>
Finalist Interviews ( <i>optional</i> )	Week of August 29, 2011
Notice of Intent to Award, Issued ( <i>tentative</i> )	September 2, 2011
Deadline for Protest of Intent to Award	Seven (7) calendar days after Notice of Intent to Award is issued
Anticipated Contract Effective Date ( <i>tentative</i> )	September 15, 2011

## 2.0 PDC AND PROJECT BACKGROUND

### 2.1 ABOUT THE PORTLAND DEVELOPMENT COMMISSION

Created by Portland voters in 1958, PDC plays a major role in making Portland, Oregon one of America's most livable cities. As Portland's urban renewal and economic development agency, PDC is pursuing an aggressive strategy to create the most sustainable economy in the world, by connecting people and resources to achieve the city's vision of healthy neighborhoods, a vibrant central city, a strong regional economy, and quality jobs and housing for all. PDC is internationally recognized as a model for urban renewal success and sustainable practices.

PDC professionals are focused in the fields of real estate development, finance, construction, environmental sustainability, urban planning, project management, economic and neighborhood development, architecture, law and other specialties to meet our strategic goals:

- ❖ Strong Economic Growth and Competitiveness
- ❖ Sustainability and Social Equity
- ❖ Healthy Neighborhoods
- ❖ A Vibrant Central City
- ❖ Effective Stewardship over our Resources and Operations, and Employee Investment

As the city's economic development agency, PDC helps existing and new businesses navigate a wide variety of public and non-profit resources; assists businesses in evaluating Portland as a viable and effective location where a company can thrive; and connects business owners with financial and technical resources that can give companies a competitive edge.

For more information, visit the PDC website at <http://www.pdc.us>.

## 2.2 ABOUT THE PROPERTY

2.2.1 **Property Characteristics.** The Memorial Coliseum is located on the eastside of the Willamette River fronting N. Interstate Avenue to the west and N. Winning Way to the north. The site includes the Memorial Coliseum, a 9,000 to 12,000 seat multi-purpose arena facility with an underground exhibit hall of approximately 40,000 square feet. The building is situated on a large public plaza with visitor access limited to the main entry grade. The Property slopes to N. Interstate Avenue along the west side of the building with landscaping on three sides. The square footprint, box-shaped building is part of a larger 30-acre area known as the Rose Quarter. The Rose Quarter includes the Rose Garden Arena, four parking garages, and One Center Court, a mixed use office and retail building. Additional site information is available at [www.portlandmaps.com](http://www.portlandmaps.com).

### 2.2.2 Legal Characteristics

- Tax Lot: R215949
- Street Address: 1401 N. Wheeler Avenue (300 N. Winning Way)
- Legal Description: see [here](#)<sup>2</sup>
- Ownership Status: City of Portland, Oregon

2.2.3 **Existing Structure.**<sup>3</sup> The building is a 360-foot by 362-foot square building containing a free-standing concrete seating bowl with seating for 9,000 fixed seats and up to 12,000 people with movable seating in place. The exterior walls primarily consist of modular glass panels, affording expansive exterior views and views of the seating bowl from the outside. Totalling 197,600 gross square feet, the building is contained within a 129,600 square foot footprint. In addition to the main arena and concourse levels, there is approximately 18,000 square feet of meeting space and 40,000 gross square feet of exhibition space located below the exterior plazas on the northeast side of the building. Exterior features include two memorial plazas at the exhibit hall level and a freestanding concrete canopy at the main entrance at the concourse level.<sup>4</sup>



<sup>2</sup> [http://rosequarterdevelopment.org/library\\_maps\\_and\\_plans.php](http://rosequarterdevelopment.org/library_maps_and_plans.php)

<sup>3</sup> Architectural drawings and plans can be found at [http://rosequarterdevelopment.org/library\\_maps\\_and\\_plans.php](http://rosequarterdevelopment.org/library_maps_and_plans.php)

<sup>4</sup> Additional information about the operating and management structure, historic status, architectural, engineering, electrical, and plumbing issues along with cost estimates for upgrades can be found in the Memorial Coliseum Baseline Conditions Report available at [www.rosequarterdevelopment.org/library.php](http://www.rosequarterdevelopment.org/library.php)

- 2.2.4 **Zoning and Land Use Review.** The parcel on which the Memorial Coliseum sits is zoned Central Commercial (“CX”), with a Design (“d”) Overlay. The CX zone allows a broad array of commercial, residential, and institutional uses. The site is also subject to the provisions of the Central City plan district, which addresses the special circumstances of the Central City area. The site has a current base Floor Area Ratio (“FAR”) allowance of 4:1 and a maximum height of 100 feet. FAR bonuses may be applicable (FAR bonuses are described in detail in Portland Zoning Code section 33.510.210).

Since the Memorial Coliseum is listed on the National Register of Historic Places, rehabilitation and alteration of the Memorial Coliseum will require Historic Design Review. The approval criteria for this review will include the Central City Fundamental Design Guidelines, the Lloyd District Design Guidelines and the historic resource-specific guidelines contained in Zoning Code section 33.846.060.G.<sup>5</sup> Additional zoning and regulatory information can be accessed via [www.portlandmaps.com](http://www.portlandmaps.com) and by consulting the Portland Zoning Code, [www.portlandonline.com/bps/](http://www.portlandonline.com/bps/).

- 2.2.5 **Access.** The Memorial Coliseum site has convenient access to Interstate 5 via the Wheeler Avenue on-ramp headed southbound and the Williams Avenue on-ramp headed northbound. Portland’s central business district can be accessed by automobiles, bicycles, and pedestrians via the Broadway and Steel Bridges located directly northwest and south, respectively. Access to the Oregon Convention Center is provided via NE Holladay Street to the south. Loading is accessible via the parking lot on N. Winning Way near N. Interstate Avenue.
- 2.2.6 **Public transportation.** The Memorial Coliseum is accessible via bus and regional light-rail service from the Rose Quarter Transit Center to the southeast. Additionally, the new eastside streetcar will provide transit riders access to the site from Broadway.
- 2.2.7 **Views.** Desirable views from the site are primarily westward and include the Willamette River, a portion of the downtown skyline, the West Hills, and the Broadway Bridge.
- 2.2.5 **Neighboring Development.** Located within the Rose Quarter District, the Coliseum is adjacent to the Rose Garden Arena, four parking structures, and the One Center Court Complex. Refer to the map immediately below for a depiction of neighboring properties and the ownership structure for the district. Redevelopment of the Memorial Coliseum will likely coincide with the Rose Quarter development project.

This project aims to create a vibrant, pedestrian-oriented, mixed-use district with year-round night and day active public uses that should:

- Support the future of the Rose Quarter district
- Showcase leading edge sustainability practices
- Create jobs
- Provide visitor amenities, and

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<sup>5</sup> Refer to the Memorial Coliseum Landmarks Technical Memo at [www.rosequarterdevelopment.org/library.php](http://www.rosequarterdevelopment.org/library.php) for more specific information related to the Coliseum’s historic listing

- Integrate and connect the district with neighboring portions of the Lloyd District and Oregon Convention Center area, as well as the Willamette River and surrounding neighborhoods.



2.2.6 **Status of environmental reviews.** Current Phase 1 or Phase 2 environmental assessments are not available. An Asbestos Survey Report for the Memorial Coliseum was conducted in 2006.<sup>6</sup>

## 2.3 PLANNING AND POLICY CONTEXT

Development in the URA is guided by several planning and policy documents. The following information is provided as background and context of the Project and its relationship to adopted public policy and planning documents.

### 2.3.1 **Central City Plan** (1988 as amended)

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

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

<sup>6</sup> The full Asbestos Survey Report is available at [www.rosequarterdevelopment.org/library.php](http://www.rosequarterdevelopment.org/library.php)

2.3.2 **Central City Transportation Management Plan** (1995)

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

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

2.3.3 **Parks 2020 Vision** (1999)

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

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

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

[http://www.pdc.us/pubs/inv\\_detail.asp?id=178&ty=17](http://www.pdc.us/pubs/inv_detail.asp?id=178&ty=17)

The Project is envisioned to build on key principles of the Rose Quarter Urban Design Plan and Development Strategy. These principles were reaffirmed by the [Stakeholder Advisory Committee](#)<sup>7</sup> ("SAC") on October 27<sup>th</sup>, 2009 and can be found in detail at <http://rosequarterdevelopment.org/library.php>.

2.3.5 **Oregon Convention Center Urban Renewal Area Plan** (1989)

[http://www.pdc.us/pdf/ura/convention\\_center/urban\\_renewal\\_plan.pdf](http://www.pdc.us/pdf/ura/convention_center/urban_renewal_plan.pdf)

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

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

[http://www.pdc.us/pubs/inv\\_detail.asp?id=592&ty=17](http://www.pdc.us/pubs/inv_detail.asp?id=592&ty=17)

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

2.3.7 **Portland Economic Development Strategy** (2009)

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

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

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<sup>7</sup> <http://www.rosequarterdevelopment.org/sac.php>



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

[http://rosequarterdevelopment.org/files/rq\\_design\\_vision\\_and\\_principles\\_20091030.pdf](http://rosequarterdevelopment.org/files/rq_design_vision_and_principles_20091030.pdf)

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

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

<http://rosequarterdevelopment.org/library.php> (when available)

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

## 2.4 HISTORIC BUILDINGS AND STRUCTURES

All projects that contemplate removal, demolition, or significant alteration to interior or exterior historic materials on City-owned buildings or structures that are designated historic landmarks, listed in the National Register of Historic Places, contributing resources in historic and conservation districts, or listed in Portland's Historic Resources Inventory will consult with the City of Portland Historic Landmarks Commission for advice on preservation, reuse and salvage of historic building materials and advice on the alterations or improvements.

## 2.6 CONCEPTUAL DESIGN WORK

Significant design work and due diligence has been completed to date with Boora Architects as the lead consultant for that work. The scope of the project as outlined in EXHIBIT A is the pre-defined project that has been subject to significant negotiation and Value Engineering. The building analyses in EXHIBIT B outline the detailed on-site and investigatory analysis that has been completed to date to arrive at a thorough understanding of the VMC's existing condition. **The expedited design schedule that is reflected in this RFP is directly related to the highly specific nature of the improvements to be designed through the contract and the limitations of the time, and time of year, VMC can be out of service.**

While Boora Architects has completed the conceptual design work for the Veterans Memorial Coliseum renovation, the firm will not be favored during the evaluation process of this RFP, should they choose to propose. PDC will consider and evaluate all responsive proposals in a fair and impartial manner.

## 2.5 RENOVATION PROJECT OBJECTIVES

In addition to the planning and policy context described in the previous section, the Stakeholder Advisory Committee ("SAC") developed the following materials to offer guidance to the renovation of the Memorial Coliseum. This information has been included to provide background and context for parties interested in submitting a proposal for this RFP. Much of the work to establish the programming of the facility has been done, but the information below provides background to the recommendation provided by the SAC and the public.

2.4.1 **Project Program and Design Objectives.** Below is the list of uses identified in the SAC Aspirational Statement<sup>8</sup>:

- Enhanced Veterans Memorial
- Meeting Space with Priority Usage by Veterans
- Eco-district features, design, and operating systems that reflect state of the art sustainability features
- Amateur Athletics Fitness Facility, including an aquatics center
- Live Entertainment Venue
- Amateur and Professional Sports Spectator Facility
- Regulation Hockey Rink
- Space for Visual Arts and Performances
- Restaurants
- Skylights, roof penetrations, and other natural light features
- Programming that reflects the aspiration of educating as well as entertaining users of the facility.

2.4.2 **Innovative Sustainable Development and Operations**

- Project is **required** to include LEED Gold certification, at a minimum<sup>9</sup>
- Project is **required** to meet the State of Oregon's 1.5% for Solar Technologies administrative rule<sup>10</sup>. The rule requires public entities to spend 1.5% of the total contract price of a public improvement contract on solar energy technology. Team is encouraged to review the *Portland Memorial Coliseum Roof Analysis: Structural Assessment Report* and the *Memorial Coliseum Solar Feasibility Report*<sup>11</sup>.
- The following sustainability opportunities are encouraged for consideration as part of the Project:
  - **Energy Use Reduction.** Consider the goals of the 2009 Climate Action Plan<sup>12</sup>, which calls for the reduction of total energy use in all buildings built before 2010 by 25% and ensures that new buildings and major remodels can adapt to the changing climate.
  - **EcoDistrict**<sup>13</sup>. In a separate solicitation, the City is soliciting interest from the qualified thermal energy providers that are interested in exploring the feasibility of a thermal energy system at the VMC that could potentially serve the Rose Quarter. If such a provider is selected prior to the completion of Design Development, the A/E Team will be required to work with the provider to determine how such a system might require modifications to the design.

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<sup>8</sup> [http://rosequarterdevelopment.org/files/rqsac11\\_20100325\\_updated\\_rec\\_asp\\_statement.pdf](http://rosequarterdevelopment.org/files/rqsac11_20100325_updated_rec_asp_statement.pdf)

<sup>9</sup> PDC's Green Building Policy: [http://www.pdc.us/pdf/dev\\_serv/green-building-guidelines.pdf](http://www.pdc.us/pdf/dev_serv/green-building-guidelines.pdf)

<sup>10</sup> Solar Technologies Administrative Rule: <http://www.oregon.gov/ENERGY/CONS/PublicSolar.shtml>

<sup>11</sup> Reports available at: [http://rosequarterdevelopment.org/library\\_coliseum\\_info.php](http://rosequarterdevelopment.org/library_coliseum_info.php)

<sup>12</sup> Climate Action Plan: <http://www.portlandonline.com/bps/index.cfm?c=41896>

<sup>13</sup> Ecodistrict Initiative: [http://www.pdxinstitute.org/images/posi\\_publications/ecodistricts\\_10-12-09.pdf](http://www.pdxinstitute.org/images/posi_publications/ecodistricts_10-12-09.pdf)

- **Watershed Management**<sup>14</sup>. Utilize vegetated natural systems in the management of stormwater flow and pollutants. Integrate strategies for on site, at the source, at the surface stormwater management and revegetation which reduce impervious areas, increase infiltration, slow runoff, trap sediment, and remove and absorb pollutants.

## 3.0 WORK REQUIREMENTS

This section describes the work to be performed by the successful Proposer (the “A/E Team”) under the contract awarded from this RFP (the “Contract”). When performing work under the Contract, the A/E Team must meet the highest standards prevalent in the industry most closely related to the services being provided.

### 3.1 STATEMENT OF WORK

Key services the A/E Team shall provide PDC under the Contract include:

- ❖ **Schematic Design (“SD”)** – Section 3.1.1
- ❖ **Design Development (“DD”) and City Design Review** – Section 3.1.2
- ❖ **Construction Documentation (“CD”)** – Section 3.1.3
- ❖ **Entitlements** – Section 3.1.4
- ❖ **Technical Assistance During the Bidding Phase** – Section 3.1.5
- ❖ **Construction Administration (“CA”)** – Section 3.1.6

Specifically, the A/E Team will perform the following tasks and activities and provide PDC with the following deliverables or “Work Products” (meeting the “Work Products Requirements” listed in Section 3.3 below):

3.1.1 **Schematic Design (“SD”) Phase.** SD phase activities and deliverables include:

- 3.1.1.1 **Schematic Design (“SD”).** Prepare schematic designs, based on the scope of renovation work described in EXHIBIT A, and create two (2) alternative SD options for PDC the City of Portland’s Office of Management and Finance (“OMF”) consideration. The project team will make a final determination on project scope to be carried through Design Development at the end of Schematic Design, but until that point, all items identified in EXHIBIT A are to be included in the SD design. Anticipate four (4) two-hour meetings with PDC/OMF staff.
- 3.1.1.2 **SD Cost Estimate.** Prepare SD-level cost estimates.
- 3.1.1.3 **Public meeting(s).** Prepare presentation materials and present SD options to up to two (2) neighborhood / community / stakeholder groups prior to Design Advice Request hearing. Anticipate two (2) two-hour evening meetings.

<sup>14</sup> Portland Watershed Management Plan: <http://www.portlandonline.com/bes/index.cfm?c=38965>

- 3.1.1.4 **Memorial Gardens.** The Veterans Memorial Gardens, the two lower level plazas which the 2% for art will apply, will be undergoing conceptual design with the Veterans Focus Group and the Regional Arts and Culture Council (“RACC”). At the time this RFP is issued, the landscape architecture firm that will prepare the conceptual design for the Memorial Gardens has not been determined. It is expected that a conceptual design will be available in late summer 2011, and will then be integrated into the project design. The A/E Team must coordinate some activities with the Veterans Focus Group and RACC to integrate the conceptual design into the overall plan. Anticipate up to three (3) one-hour meetings in the SD phase.
- 3.1.1.5 **Shared Thermal Energy System.** PDC and the City will be issuing a separate Request for Qualifications to identify providers of thermal energy services that are capable of developing, owning, and operating a thermal energy system to provide heating and cooling services to the VMC and potentially to other facilities in the Rose Quarter. This may inform the Schematic Design process for the VMC. If a provider is selected to explore this opportunity, the A/E Team will be required to coordinate with the provider to determine which mechanical components will need to be modified to allow for such a system. If such a system is deemed feasible at the end of SD, there will be additional coordination necessary in subsequent phases.
- 3.1.1.6 **Design Advice Request.** Prepare materials for and present SD options to Portland Landmarks Commission in a Design Advice Request. Anticipate one (1) two-hour Design Advice Hearing.
- 3.1.1.7 **Design Selection.** Prepare a summary of Project design options, neighborhood and Landmarks Commission feedback for review with PDC staff. Anticipate three (3) two-hour meetings with PDC staff and others as determined by PDC.
- 3.1.1.8 **Deliverables.** Deliverables to be provided by the A/E Team to PDC for the activities described above include:
- Plan and elevation schematic drawings
  - SD level cost estimates
  - Public meetings and preparatory materials
  - Design Advice Request and preparatory materials
- 3.1.2 **Design Development (“DD”) Phase and City Design Review.** Upon approval of the final SD drawings by PDC and OMF, the A/E Team shall begin DD phase activities and deliverables; these include:
- 3.1.2.1 **60% Design Development.** Prepare 60% DD drawings to include plan view, elevations, and preliminary structural design. PDC will schedule informal consultation with the City of Portland’s Bureau of Development Services (“BDS”) or other City staff, as needed, to discuss key design considerations. Anticipate one (1) two-hour review meeting with PDC and one (1) separate two-hour meeting with the project team to review 60% DD. PDC and OMF will approve final 60% DD prior to proceeding to next phase.

- 3.1.2.2 **60% DD Cost Estimate.** Perform 60% DD cost estimate based on completed drawings.
- 3.1.2.3 **LEED Consideration.** Meet with PDC's project manager, and the Bureau of Planning and Sustainability ("BPS") to review opportunities for incorporating green design/sustainable elements. Note the project is intended to be U.S. Green Building Leadership in Energy and Environmental Design ("LEED") Gold certified.
- 3.1.2.4 **Memorial Gardens.** Continue to coordinate design activities with the Veterans Focus Group and RACC regarding the Veterans Memorial Gardens. Anticipate up to three (3) one-hour meetings in the DD phase.
- 3.1.2.4 **90% DD Design Review Submittal.** Prepare and submit an application to BDS for Landmarks Commission Review of the Project. A Type III Review will be required. The A/E Team shall prepare all required documents and presentation materials. Graphics should include plans, cross sections, elevations, and presentation materials that include perspectives and elevations. Deliverables include coordination with BDS staff, OMF staff, and others as necessary to develop all narrative, plans, and details required to submit a complete application. Preparation of 90% DD drawing set.
- 3.1.2.2 **90% DD Cost Estimate.** Perform 90% DD cost estimate based on completed drawings.
- 3.1.2.5 **Public Meetings.** Present Design Review materials to neighborhood groups in advance of Design Review Hearing. Anticipate up to three (3) 2-hour evening meetings.
- 3.1.2.6 **Coordination with CM/GC.** It is anticipated that a Construction Manager / General Contractor ("CM/GC") project delivery method will be employed for the renovations (see Section 3.1.6 below). The A/E Team must engage the selected CM/GC during the DD phase to assist with constructability and value engineering services. Assume up to six (6) one-hour meetings.
- 3.1.2.7 **Landmarks Commission Approval and State Historic Preservation Office Submittal.** Due to the historic status of the VMC, the Portland Historic Landmarks Commission will be the design review body for the Project. The A/E Team shall attend Landmarks Commission meeting(s) with PDC to present the Project and assist in answering any questions. PDC will pay Design Review application fees. A/E Team must also submit materials for State Historic Preservation Office ("SHPO") review and approval.
- 3.1.2.8 **100% Final Design Development Drawings, Renderings and Preliminary Cost Estimate.** Make any revisions to 90% DD design based on comments and input from Landmarks Commission, as directed by PDC, and prepare 100% DD. Prepare a list and identify potential Value Engineering ("VE") items and potential Add/Deduct Alternatives. Anticipate one (1) 2-hour review meeting with the project team to review 100% DD.
- 3.1.2.9 **100% DD Cost Estimate.** Perform 100% DD cost estimate based on completed drawings, VE, and Add Alternate items.

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

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

3.1.3 **Construction Document (“CD”) Phase.** Upon PDC and OMF’s approval of the 100% DD drawings, and subsequent to City Council’s approval of the project, the A/E Team shall begin CD phase activities and deliverables; these include:

3.1.3.1 **60% Construction Documents.** Prepare 60% CD drawings and draft technical specifications (except for Division 0 & 1 general sections) to include all necessary plan view, section and details anticipated for the project. PDC will specify the format. Initiate any Right of Way permit design work as may be necessary for street, storm, and/or utility work. Update the list of potential VE items and potential Add/Deduct Alternatives. Anticipate one (1) two-hour review meeting with the project team to review 60% CD.

3.1.3.2 **60% CD Cost Estimate.** Perform 60% CD cost estimate based on completed drawings, VE, and Add Alt items. PDC and OMF will make final decisions on VE items and Add/Deduct items.

3.1.3.3 **90% Construction Documents.** Make all changes requested after review of 60% CD drawings and technical specifications and prepare 90% CD drawings and draft technical specifications (except for Division 0 & 1 general sections) to include all necessary plan view, section, and details anticipated for the project. Anticipate one (1) 2-hour review meeting with the project team to review 90% CD.

3.1.3.4 **90% CD Cost Estimate.** Perform 90% CD cost estimate based on completed drawings, VE, and Add Alt items.

3.1.3.5 **Final (100%) Construction Documents.** Make all changes requested after review of 90% CD drawings and technical specifications and prepare 100% CD drawings and draft technical specifications (except for Division 0 & 1 general sections) to include all necessary plan view, section and details anticipated for the project. Final drawings and technical specifications will become the property of the PDC.

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

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

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

3.1.4 **Entitlements.** As outlined above and prior to construction, the A/E Team shall assist PDC in obtaining all necessary entitlements and permit approvals necessary to construct the Project, as follows:

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

The A/E Team shall assist PDC in permit application BDS for permit review. Activities include:

- 3.1.4.1 Attend any pre-application meetings and other visits to BDS as required to complete plans and specifications as directed.
- 3.1.4.2 Make changes to the permit set to address code-required changes identified during the permit review process.
- 3.1.4.3 Revise any drawings and prepare final Construction Set of drawings and technical specifications. PDC shall pay all application fees and any system development charges.

3.1.5 **Technical Assistance During the Bidding Phase.** As mentioned above and below, the Project will utilize a CM/GC delivery with a selected contractor engaged for Value Engineering and constructability services during the DD phase. The A/E Team's bidding assistance activities include:

- 3.1.5.1 Attending pre-bid meeting with potential bidders as directed by PDC.
- 3.1.5.2 Prepare any technical response to construction contractor questions, substitution requests, and to enable PDC to generate any Addenda. Anticipate three (3) addenda during the bid period.

3.1.6 **Construction Administration ("CA") Phase.** It is assumed that Portland Arena Management ("PAM") will select, award, and manage the CM/GC contract as is allowable under their Operating Agreement on the VMC. Upon award of the CM/GC construction contract and issuance of Notice to Proceed, the A/E Team shall perform the tasks outlined below. The construction period is anticipated to be nine (9) months. Upon PDC's assignment of the Contract awarded from this RFP to PAM (see also Section 7.7 below), PAM intends to provide overall Construction Project Management services to include contract management, payments, special inspection services, selecting a commissioning agent, etc. The A/E Team's activities include:

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

Change Order Requests. All information to/from construction contractor will flow through PAM’s Construction Project Manager (TBD).

- 3.1.6.2 **Attend Weekly On-Site Construction Meetings and Field Observations.** Participate in weekly on-site meetings. Anticipate a one (1) hour meeting plus four (4) hours field observation weekly. Respond to any technical issues and observe work for general conformance with contract documents. Advise Construction Project Manager of any and all technical issues.
- 3.1.6.3 **BDS, PBOT and BES Deferred Submittals (if any).** Coordinate and prepare any technical information necessary for permit deferred submittals necessary to obtain final approval. General contractor will be responsible for obtaining any and all specialty permits.
- 3.1.6.4 **Substantial Completion and Closeout Documents.** Participate in substantial completion punch-list walk-through and prepare technical punch-list items for Construction Project Manager. Re-inspect any punch-list work as directed. Review any technical closeout documents to include contractor furnished as-built drawings, O&M manuals and manufacturer warranty information (if any). Electronic “as-builts” will be required.
- 3.1.6.5 **Commissioning Services.** Participate with PAM’s Commissioning Agent on activities related to the commissioning of renovated building systems including, but not limited to, elevator, HVAC, ice rink etc. Provide technical information on system design, efficiency and assist Commissioning Agent on resolving any issues.

### 3.2 PERFORMANCE SCHEDULE

The A/E Team is expected to meet the following work schedule, unless PDC and the A/E Team agree to modify the schedule:

PERFORMANCE SCHEDULE	
Tasks, Activities and Deliverables	Estimate Performance Period / Deliverable Due Date
Anticipated Contract Effective Date	See Section 1.6 of this RFP
Design Advice Request Hearing	October 10, 2011
SD Complete	October 17, 2011
DD Complete	December 12, 2011
CD Complete	February 27, 2012
Entitlements Complete	May 1, 2012

### 3.3 WORK PRODUCTS REQUIREMENTS

Any document provided to PDC under the Contract should be in electronic format on CD, DVD and/or email, meeting the following criteria:

- When requested by PDC, the A/E Team must provide materials in the native file format of the programs they were created in: Microsoft Word, Quark Express, and Adobe



Creative Suite (InDesign, Illustrator and Photoshop). The A/E Team will work with PDC to ensure that font(s) used in materials are either (1) already owned by PDC or (2) will be provided to PDC by the A/E Team.

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

The A/E Team will also provide three (3) hard copies of any document preferably on recycled paper.

## 4.0 CONTRACT REQUIREMENTS

### 4.1 FORM OF AGREEMENT

The Proposer selected from this RFP (the “A/E Team”) will be invited to enter into a Personal Services Contract with PDC (the “Contract”). The terms and conditions that will govern the Contract can be found in Section 7.0 of this RFP, “Terms of the Contract.” PDC reserves the right to modify any Contract term or condition prior to execution of the Contract. The Contract will become effective upon execution by the parties to the Contract; commencement of work will be ordered upon PDC’s issuance of a Notice to Proceed to the A/E Team.

### 4.2 ACTIONS BY CITY COUNCIL

**The Contract will not be signed until City Council approves the Oregon Convention Center Urban Renewal Area 19<sup>th</sup> Amendment which is anticipated to happen in early August 2011. Any delay by City Council in approving the 19<sup>th</sup> Amendment will cause delays in the anticipated project schedule.**

### 4.3 COMPENSATION AND PAYMENT

The “Not to Exceed” value of the Contract will be based on the sum of all proposed costs, including personnel hours and applicable billing rates as well as reasonable reimbursable expenses, including travel expenses. The A/E Team’s personnel and reimbursable expenses, up to the Not to Exceed amount, will be payable on the basis of the A/E Team’s time and materials, based on the proposed billing and reimbursable rate schedules. PDC PAYMENT TERMS: NET 30 DAYS. Any subsequent change to the billing rates, maximum compensation, and/or Contract term will be implemented by written amendment to the Contract, prepared by PDC.

### 4.4 CONTRACT BUDGET

PDC’s budget for the Contract is approximately \$2 million. In addition to tax increment financing, the project team is pursuing a variety of other financing options for the Project including private capital, Historic Tax Credits, Energy Trust of Oregon incentives, New Market Tax Credits, and other incentive programs. All other PDC funds budgeted for the Project are set

aside for due diligence, environmental services, committed site improvements, permitting, and other fees, including 2% for Art and project contingency. The final project scope will be determined at 100% Schematic Design upon final resolution of financial resources available from all sources at that time.

If City Council does not approve the project scope and final cost at the end of design development, PDC reserves the right not to complete the remaining design and construction administration services. Notwithstanding the Project funding status described herein, the Proposal shall include the Proposer's complete estimated cost to perform the work described in this RFP.

#### 4.5 CONTRACT TERM

The initial term of the Contract will be for a period of approximately eighteen (18) months which may be extended upon the mutual written agreement between the parties to the Contract.

#### 4.6 CONTRACT COMPLIANCE

The lead firm of the A/E Team must comply with the following requirements before PDC will execute any Contract with that firm:

- 4.5.1 **Authority to Transact in Business in Oregon.** Be a legal entity that has the authority to [transact business in the state of Oregon](#).<sup>15</sup>
- 4.5.2 **Portland Business License.** [Obtain a city of Portland Business License](#).<sup>16</sup>
- 4.5.3 **Equal Employment Opportunity (EEO).** [Certify as an EEO employer](#).<sup>17</sup>
- 4.5.4 **Insurance Requirement.** Comply with Section 4.6 below.

**Fulfilling the requirements listed in this section is NOT a condition to respond to this RFP and apply only to the selected A/E Team.**

#### 4.7 INSURANCE REQUIREMENTS

Prior to execution of the Contract, the lead firm of the A/E Team must provide PDC with certificates of insurance consistent with the following:

- 4.7.1 **Workers' Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers. This coverage is required of contractors with one or more employees, unless exempt under ORS 656.027.
- 4.7.2 **General Liability (GL)** insurance with a combined single limit of not less than **\$2,000,000**, on an occurrence basis, for bodily injury and property damage. This type of insurance shall provide contractual liability coverage for the indemnification required under the Contract. Additionally, **"The Portland Development Commission, the City of Portland and each of their respective officers, agents and employees"** must be named as Additional Insured with respect to the lead firm's services to be provided under the contract.

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<sup>15</sup> <http://www.filinginoregon.com/business/index.htm>

<sup>16</sup> <http://www.portlandonline.com/omf/index.cfm?&c=29554>

<sup>17</sup> <http://www.portlandonline.com/omf/index.cfm?&c=45665>

- 4.7.3 **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- 4.7.4 **Professional Liability** (aka “Errors and Omissions”) insurance with a combined single limit of not less than **\$2,000,000** for liability claims arising from or due to the negligence in the performance of professional services under the Contract.
- 4.7.5 **Tail Coverage.** For Professional Liability written on a “claims made” basis and for any other required liability insurance provided on a “claims made” basis, “tail” coverage will be required at the completion of the Contract for a duration of twenty four (24) consecutive months. In lieu of “tail” coverage, continuous “claims made” liability coverage for a term of twenty four (24) consecutive months immediately following Contract completion will be acceptable to PDC, provided the retroactive date of the coverage is on or before the effective date of this contract.

The certificate(s) should be sent to the attention of the Solicitation Coordinator identified in Section 1.1 of this RFP. Insuring companies or entities are subject to PDC’s acceptance and must be licensed to provide insurance in the state of Oregon. The lead firm’s insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or PDC shall not contribute to it.

## 5.0 SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated using the following Submittal Requirements and Evaluation Criteria. All submittal requirements listed as “**Mandatory**” in this section must be addressed in sufficient detail to demonstrate your understanding of the work requirements contained in this RFP. PROPOSALS THAT DO NOT ADDRESS ALL MANDATORY SUBMITTAL REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE TO THIS RFP AND WILL NOT BE CONSIDERED FOR CONTRACT AWARD.

### 5.1 GENERAL SUBMISSION AND PREPARATION GUIDELINES

To facilitate evaluation of proposals, Proposers are asked to comply with the following requirements:

#### 5.1.1 Proposal Preparation Instructions

- Include a “Table of Contents” and organize your proposal in the order of the sections below
- On every page of your proposal, include a reference to the Solicitation Number, **RFP #11-02**, and the name of the prime firm submitting the proposal
- Number all pages (other than the cover, cover letter, and attached forms)
- Any oversized drawings or graphics submitted should be reduced to an 8.5” x 11” or 11” x 17” format and included in all proposal copies

#### 5.1.2 **Submission Instructions**

- Submit one (1) unbound original proposal containing pages with original signature(s) where required, and all attachments
- Submit ten (10) stapled, color copies
- Submit one (1) electronic copy on CD-ROM in either Adobe Acrobat or MS Word format

#### 5.1.3 **Form of Proposal**

- Proposals must be typewritten on 8.5" x 11" white paper in no less than 11-point typeface; 11" x 17" is acceptable for graphic material
- Proposals must be printed on paper containing 100% post-consumer waste recycled paper content
- Proposal should NOT be submitted using materials which cannot be easily recycled (e.g. plastic covers, binding, etc.)
- NO ORAL, EMAIL, OR FACSIMILE PROPOSALS WILL BE ACCEPTED
- PDC has not specified a page limit for proposals; however, we expect to receive proposals that are thorough, but also concise and to the point without unnecessary content. PDC expects all Proposers to use their best judgment in this regard.

#### 5.1.4 **Packaging and Labeling Instructions**

- Proposals must be submitted in a sealed package or envelope
- To ensure proper identification and handling, the package or envelope must be **clearly marked** with the following:
  - RFP Solicitation Number (**RFP #11-02**)
  - Proposer's name and address
  - Date and time proposals are due
  - Name and address of PDC's Solicitation Coordinator for this RFP:

**Portland Development Commission  
Attn: Daniel Spero, Professional Services  
222 NW 5th Avenue  
Portland, OR 97209**

- PDC will not be liable for any lost, late, or improperly marked proposals

## 5.2 **COVER LETTER**

(Submittal Requirement)

Provide a summary of your proposal in a one or two-page cover letter. This cover letter should include the following:

- A brief history of your firm and the services your firm proposes to provide PDC
- Any subcontractors or subconsultants that will be working on the project (including a brief description of their role)
- The name, mailing address, phone number, and email address of your primary point of contact for this RFP

### 5.3 QUALIFICATIONS AND EXPERIENCE OF PROPOSER AND ITS PROJECT TEAM

(Mandatory Submittal Requirement)

Provide a description of your firm and each firm on your proposed project team's (your "Project Team's") experience in providing services similar to those described in this RFP. If two or more firms seek to submit a single proposal in response to this RFP, they should do so in a prime-subcontractor relationship, rather than as a joint venture; PDC intends to contract with a single entity to provide the services described in this RFP. For this section include:

- Number of years your firm and each firm in your Project Team has been in business, general scope of services each provide, current principal area(s) of expertise, and current number of employees of each
- Firm(s) providing these and other specialties on your Project Team, such as:
  - Arena / Sports venue design architect (required)
  - Sustainability / LEED consultant (required)
  - Structural / Mechanical / Electrical Engineers (required)
  - Acoustical specialist (required)
- Description of the experience your firm and your Project Team members have in working together on past projects and, if applicable, designing and engineering high performance green buildings, including LEED certification.
- Describe how you will work with the Veterans Memorial Gardens landscape architect in integrating the conceptual design into the full renovation scope.
- Describe the experience of your firm and/or your Project Team members have in working on historic buildings; additionally, demonstrate your understanding of the technical requirements to retain the historic status of the VMC as outlined in EXHIBIT D.
- Indicate your firm and your Project Team's management and organizational capacity, particularly with regards to staff and resource availability to meet the performance schedule listed in Section 3.2 of this RFP and ability to respond to critical deadlines and complex scope requirements on short notice
- An organization chart of the proposed project team (including any subcontractors or subconsultants, if applicable), including any relationships to parent companies
- List similar services your firm has provided other public agencies
- Disclosure of any and all judgments, pending or expected litigation, or other real or potential financial reversals that may materially affect the viability or stability of your firm to complete the work described in this RFP or warrant that no such conditions exist
- If Proposer has had a contract terminated for default during the past three (3) years, describe all such incidents. Termination for default is defined as a notice to stop work due to Proposer's non-performance or poor performance. For each, indicate whether or not the incident was (a) not litigated or (b) litigated and such litigation determined the Proposer to be or not be in default.

#### 5.4 QUALIFICATIONS AND EXPERIENCE OF THE KEY PERSONNEL

(Mandatory Submittal Requirement)

Provide the following information on the personnel proposed to work on the Project:

- A short but complete profile of each individual proposed to perform specified tasks under the Contract (the “Key Personnel”). For each Key Personnel, include information on their work history, education, key responsibilities on past projects, and relevant professional licenses and certifications. LIMIT: ONE PAGE PER PERSON. Personnel résumés may be used for this section, but are not required.
- A description of your Project Manager’s experience with similar projects

Proposer’s Key Personnel are expected to be available for the duration of the Contract. Any replacement, substitution, or addition of Proposer’s Key Personnel will be subject to PDC’s approval.

#### 5.5 PREVIOUS RELATED PROJECTS AND PROJECT REFERENCES

(Mandatory Submittal Requirement)

- **Previous Related Projects.** Provide a list of **no more than five (5)** past projects similar to the work described in this RFP. For each project, provide the following:
  - A short summary of the project, highlighting scope and other similarities
  - Key personnel involved and their responsibilities
  - Work products generated
  - Approximate delivery timeline

No more than one (1) of the previous projects listed may be work performed for PDC.

- **Project References.** For **at least three (3)** of the projects listed in the preceding section, supply reference information for PDC to contact regarding the quality of your firm’s work as well as cost, scope, and schedule control. For each reference, include the name of the client and a contact name with phone number and email address. References may or may not be contacted.

#### 5.6 PROJECT APPROACH AND METHODS

(Mandatory Submittal Requirement)

Provide a clear and concise description of the approach and methods your team proposes to complete all requirements listed Section 3 of this RFP. For all phases of work, include the following:

- Proposed tasks and activities
- Approach and methods that will be used to accomplish those tasks and activities
- Specific personnel assigned to perform the tasks and activities (including the personnel of subcontractors or subconsultants, if applicable)
- Time frame estimated to complete each task
- Description of the proposed Work Product(s) that will result from each task or activity

- Description of the overall management approach you will take including management objectives and techniques that demonstrate how the work requirements will be met with high quality work products that are on schedule and within budget
- Additionally, list any additional PDC or City resources that are necessary to complete any aspect of the work

PDC encourages creativity and innovation for all aspects of the proposed project approach and methodology.

## 5.7 PRICE PROPOSAL

(Mandatory Submittal Requirement)

5.7.1 **Fees.** Propose the estimated cost to effectively complete the work and requirements described Section 3 of this RFP. The total estimated cost must include:

- **Hourly rates** of all personnel proposed to perform work under the Contract, by name and title or by title alone (all Key Personnel must be identified by name)
- Estimated **number of hours** each personnel will be expected to complete each task
- Any direct or indirect **reimbursable expenses**, including travel expenses (see Section 5.7.4 below) and those of subcontractors. State whether reimbursable expenses will be billed at cost or at cost plus a mark-up percentage. The maximum mark-up rate that can be applied to reimbursable expenses (including subcontractor costs) must not exceed 15%.
- Estimated fees for the following phases of the work:
  - Schematic Design (100%)
  - Design Development (100%)
  - Construction Documentation (100%)
  - Entitlements
  - Bidding Assistance
  - Construction Administration

### 5.7.2 General Pricing Instructions

- A RANGE OF HOURLY RATES IS NOT ACCEPTABLE
- To facilitate evaluation, the Price Proposal should be itemized by the major task headings in the "Statement of Work" section of this RFP
- All unspecified costs shall be borne by the A/E Team
- Proposed fee schedules will be compared to fee schedules proposed by competing firms and compared with information regarding current market costs for comparable services

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

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

5.7.4 **Travel Expenses.** If travel will be required to complete services under the Contract, propose a summary of such travel. This summary must include:

- Destination(s)
- Name(s) and/or title(s) of Key Personnel traveling
- Travel days, plus days onsite
- Method of local travel
- Cost per Key Personnel
- Total estimated travel cost

Under the Contract, the A/E Team must receive prior written authorization from PDC for all travel. Except for meals, the A/E Team must supply copies of receipts to support expense reimbursement. PDC will reimburse the A/E Team travel expenses only when travel is essential to perform the contracted work. The A/E Team shall conduct all travel in the most cost-efficient and cost-effective manner, resulting in the best value to PDC and the public. As such, limit proposed travel expenses in the following manner:

- Airfare must be calculated at the most cost-efficient round-trip economy/coach class rate
- Airport parking will be reimbursed at the long-term or economy lot rate for that airport
- Hotel stay must be at a moderate standard room rate
- Rental vehicles must be limited to economy or compact-sized rented



vehicles<sup>18</sup>

- Meals and incidental expenses must be calculated using the current U.S. General Services Administration (“GSA”) [per diem rate for Portland, Oregon](#)<sup>19</sup> with the first and last day of travel prorated accordingly (as of July 1, 2011, the full-day per diem rate for Portland Oregon is \$66)
- Automobile travel using Key Personnel’s privately-owned vehicles (“POV”) to and from an airport will be reimbursed at the [current GSA rate for POVs](#)<sup>20</sup> and the lesser of: a) the distance from the Key Personnel’s residence to the airport or b) the distance from the Key Personnel’s place of business to the airport; local ground travel using Key Personnel(s)’ POV will be reimbursed at the same rate (as of July 1, 2011, the GSA rate per mile is \$0.51)
- Travel costs will be reimbursed at direct cost (i.e. without mark-up)

## 5.8 UTILIZATION OF M/W/ESB FIRMS (Mandatory Submittal Requirement)

PDC is committed to increasing contracting and subcontracting opportunities for State of Oregon certified minority, women, and emerging small business enterprises (collectively, “M/W/ESB firms”) in order to promote their growth, capacity-building, and economic success. As part of your response to this RFP, address the following:

- 5.8.1 Is your firm currently certified in Oregon as an M/W/ESB firm or has your firm applied for certification with the State of Oregon’s Office of Minority, Women and Emerging Small Business (“OMWESB”)? If so, provide a copy of the OMWESB’s approval letter certifying your firm as an M/W/ESB firm or a copy of the letter confirming receipt of your application.
- 5.8.2 Have you subcontracted or partnered with any M/W/ESB firm(s) on any project(s) within the last thirty-six (36) months? If so, which project(s) and what was the role of the M/W/ESB firm(s) on those projects?
- 5.8.3 Describe any innovative or successful measures your firm has undertaken to work with or attempt to work with M/W/ESB firms on previous projects (e.g. marketing, technical assistance, organizing and/or sponsoring workshops for M/W/ESB firms, etc.).
- 5.8.4 Provide an M/W/ESB outreach and participation plan that describes how you will maximize diversity in the project’s development and contract work to further the objectives of [PDC’s Business and Workforce Equity Policy](#)<sup>21</sup>, such as creating internships for women and people of color.
- 5.8.5 Outline any other efforts you will undertake to maximize business diversity on the project, such as service contracts or the acquisition of goods and services from M/W/ESB firms.

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<sup>18</sup> Proposers should note that Portland, Oregon has an excellent regional public transit system ([www.trimet.org](http://www.trimet.org)), including light rail transportation from the Portland International Airport (PDX) to downtown Portland. PDC strongly encourages the use of public transportation for all local transit in the performance of work under the Contract.

<sup>19</sup> <http://www.gsa.gov/portal/content/110007>

<sup>20</sup> <http://www.gsa.gov/portal/content/100715>

<sup>21</sup> <http://www.pdc.us/pdf/mwesb-files/Business-and-Workforce-Equity-Policy.pdf>

5.8.6 Are you subcontracting any element of the work described in this RFP? If so, provide the following information:

- The name(s) of the M/W/ESB firms(s)
- Their State of Oregon M/W/ESB certification number
- The aspects of the work that will be subcontracted to M/W/ESB firms
- Approximate dollar value of that work

We encourage you to do one or more of the following to learn more about M/W/ESB firms:

- If applicable, [apply](#)<sup>22</sup> to become an M/W/ESB-certified firm
- Find M/W/ESB firms with the [M/W/ESB directory](#)<sup>23</sup>
- Attend an Oregon Association of Minority Entrepreneurs (“OAME”) A&E / Contractors meeting and visit [OAME’s website](#)<sup>24</sup>.
- Contact John Jackley by email at [JackleyJ@pdc.us](mailto:JackleyJ@pdc.us) or phone at (503) 823-3315 or visit [our website](#)<sup>25</sup> to learn about resources available to assist you in identifying potential M/W/ESB subcontractors or subconsultants

## 5.9 PROPOSER CERTIFICATION

(Submittal Requirement: **Not Scored, but Required**)

Complete and return Section 8.0 of this RFP, “Proposer Certification,” with your proposal.

<b>SUMMARY OF SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA FOR THIS RFP</b>	
<b>EVALUATION CRITERIA (SCORED)</b>	<b>MAXIMUM POINTS</b>
➤ Qualifications and Experience of Your Project Team (Section 5.3)	30 Points
➤ Qualifications and Experience of the Key Personnel (Section 5.4)	25 Points
➤ Previous Related Projects and Project References (Section 5.5)	20 Points
➤ Project Approach and Methods (Section 5.6)	25 Points
➤ Price Proposal (Section 5.7)	20 Points
➤ Promotion of M/W/ESBs in Subcontracting Opportunities (Section 5.8)	20 Points
<b>Total Available Points</b>	<b>140 Points</b>
<b>OTHER SUBMITTAL REQUIREMENTS (NOT SCORED)</b>	
➤ Cover Letter (Section 5.1)	Not applicable
➤ Proposer Certification (Section 5.9)	Not applicable

<sup>22</sup> Applications materials can be found here: <http://www.oregon4biz.com/Grow-Your-Business/Business-services/Minority-Owned-Business-Certification/>

<sup>23</sup> <http://www4.cbs.state.or.us/ex/dir/omwesb/>

<sup>24</sup> <http://www.oame.org/>

<sup>25</sup> <http://www.pdc.us/mwesb/>

## 6.0 CONDITIONS OF THIS RFP

All proposals submitted in response to this RFP are subject to the conditions of this RFP. All matters not specifically addressed in this RFP, or a subsequent contract entered into, will be governed by PDC's Local Contract Review Board Administrative Rules as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at PDC.

6.1 **Reservation of Rights.** PDC, in its sole discretion, reserves the right to change or cancel this RFP; to reject any or all proposals received in response to this RFP; to decide whether a proposal does or does not substantially comply with the submittal requirements and procedures described in this RFP; to waive minor informalities of any proposal; to obtain clarification or additional information to properly evaluate a proposal; to obtain references regarding any Proposer's past performance from any source; and to negotiate a contract with the successful Proposer. Neither issuance of this RFP nor evaluation of any proposal(s) obligates PDC to award a contract from this RFP.

6.2 **Questions and Requests for Changes to this RFP.** All material questions and requests for changes to any matter contained in this RFP must be submitted in writing to the Solicitation Coordinator identified in Section 1.1 of this RFP. All such questions and requests for changes must be submitted to the Solicitation Coordinator no later than 5:00 PM (Pacific Time) on the "Deadline for Questions and Requests for Changes" listed in Section 1.6 of this RFP and include the following information:

- RFP solicitation number and title (**RFP #11-02, Architecture and Engineering: Memorial Coliseum Renovation**)
- RFP section being questioned
- Specific question or request for change

Questions may be sent to the Solicitation Coordinator by email (preferred), fax, or mail.

6.3 **Clarification and Changes to this RFP.** All material clarifications and changes to any matter contained in this RFP will be issued in the form of a written addendum to this RFP. Unless otherwise stated, Proposers are not required to return addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining, and incorporating any changes made in any addendum into their final proposal. Failure to do so may be cause for proposal rejection.

Up to the date and time proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently to the website for this RFP to check for any addenda that have been issued for this RFP. The web address for this RFP is: [www.pdc.us/RFP11-02](http://www.pdc.us/RFP11-02). PDC may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, interested parties are ultimately responsible for being aware of addenda issued by PDC and modifying their proposal accordingly.

6.4 **Preparation Costs.** Proposers responding to this RFP do so at their own expense and PDC will not reimburse any expenses incurred by Proposers in the preparation or submission of a proposal to this RFP; including costs associated with any meeting, demonstration, interview, or subsequent negotiations that may be requested or required.

- 6.5 **Restrictions on Communications.** Proposers must not communicate with members of the Evaluation Committee, the PDC Board of Commissioners, or any PDC employee not specifically named in this RFP, except upon invitation by PDC in a formal interview by the RFP Solicitation Coordinator. Doing so may be cause for proposal rejection. PDC will not hold "one-on-one" meetings with any interested party during the RFP process outside of a formal interview.
- 6.6 **Section Headings.** The section headings and titles used in this RFP are for convenience only and in no way modify the scope or intent of any provision contained in this RFP.
- 6.7 **Public Records and Disclosure.** All proposals submitted in response to this RFP will become the property of PDC and will be subject to disclosure pursuant to the Oregon Public Records Law (ORS 192), except those portions of a proposal that a Proposer requests exemption from disclosure consistent with ORS 192. Any portion of a proposal that a Proposer claims to constitute a "trade secret" must meet the requirements of ORS 192.501(2). All such sections in a proposal must be CLEARLY AND CONSPICUOUSLY marked with the following:

**"This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with Oregon Public Records Law, ORS 192."**

If a Proposer marks every page or includes a blanket statement that the entire proposal is "Confidential" or "Proprietary," the statutory requirement is not met and any proposal marked that way will not be deemed to have been submitted in confidence. Upon request, the entirety of such a proposal will be disclosed. PDC will take reasonable measures to hold in confidence all proposal contents marked in the way described above, but shall not be liable for the release of any information when required by law or court order, whether pursuant to ORS 192 or otherwise.

After award, the Contract between PDC and the successful Proposer will be a public document and no part of the Contract can be designated as "Confidential." Unless this RFP is cancelled, proposals and evaluation results will not be made a part of the public record until PDC has issued its Notice of Intent to Award.

- 6.8 **Information Submitted.** It is the sole responsibility of each Proposer to submit information related to the submittal requirements contained in this RFP and PDC is under no obligation to request additional information if it is not included within your proposal. However, PDC may (a) request Proposers submit additional information during or after the proposal evaluation period; or (b) overlook, correct, or require Proposers to correct any obvious clerical or mathematical error(s) in their proposal.
- 6.9 **Proposer Offer, Withdrawal and Modification.** By submitting a proposal in response to this RFP, Proposers agree that their proposal is a binding offer to perform the work described in this RFP for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between PDC and a Proposer. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the proposal due date and time unless PDC agrees to the withdrawal or modification in writing.

- 6.10 **Determination of Responsibility.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFP, PDC may investigate the references, financial stability, credit history, and past performance of any Proposer, including service(s) provided to PDC, with respect to the Proposers' successful performance on other projects; compliance with contractual specifications and obligations; completion or delivery of a project on schedule and within budget; its lawful payment of suppliers, subcontractors and employees; and other factors described in ORS 279B.110. PDC reserves the right to use any information or reference that may be discovered. PDC may postpone issuance of its Notice of Intent to Award in order to complete its determination of responsibility.
- 6.11 **Method of Evaluation.** All responsive proposals will be evaluated by PDC in accordance with the evaluation criteria listed in this RFQ. A "responsive proposal" is a proposal that substantially complies with all prescribed submittal requirements and procedures contained in this RFP. Evaluation will be based on the Proposer's written response as well as any relevant information that PDC may subsequently request or discover. PDC will then rank the Proposers to determine the "Finalist Proposer(s)." Finalist Proposer(s) will be those highest-ranked, responsive Proposers after evaluation of the proposals.
- 6.12 **Interviews.** At PDC's option, formal interviews with the Finalist Proposer(s) may be part of the evaluation process of this RFP. Interviews may be conducted in-person, over a conference-call, or another mutually agreeable medium to clarify and elaborate on the Finalist Proposer(s) proposal(s). If requested, attendance at such an interview is mandatory and failure to meet with PDC within a reasonable period of time will be grounds for proposal rejection. Following the interview, PDC may re-score the Finalist Proposer(s)' proposals or use the original scores solely as the basis to determine the Finalist Proposer(s) and make an award decision based on the overall strength of the Finalist Proposer(s)' proposal and the interview. If interviews are not conducted, PDC will award the Contract to the highest-ranked responsive Proposer.
- 6.13 **Best and Final Offers.** PDC may choose to enter into discussions with one or more of the Finalist Proposer(s) and request revised proposals (the "best and final offers"). All such discussions and requests for best and final offers will be done fairly and for the sake of receiving the best proposals based on the requirements and evaluation criteria contained in this RFP. If PDC elects to solicit best and final offers, PDC will conduct this process as follows:
- 6.13.1 PDC will initiate oral and/or written discussions with one or more of the Finalist Proposer(s) regarding one or more sections of their proposals. PDC may conduct these discussions only for the following purposes of: (a) informing Finalist Proposer(s) of perceived weaknesses in their initial proposals; (b) requiring additional information in one or more sections of a Proposer's proposal; and/or, (c) otherwise allowing the Finalist Proposer(s) to develop and submit their best and final offers.
  - 6.13.2 PDC may conduct discussions with each Finalist Proposer necessary to fulfill the purposes described in this section, but need not conduct the same amount of discussion with each Finalist Proposer. PDC may terminate discussions with any Finalist Proposer at any time; however, PDC will offer all Finalist Proposer(s) the same opportunity to discuss their proposal prior to the date and time revised proposals are due.

- 6.13.3 In accordance with ORS 279B.060(6)(a) and (b), PDC will only disclose the identity of other proposers who responded to the RFP but will not include any details on their proposals until after the evaluation process is complete and PDC has issued its Notice of Intent to Award a contract.
- 6.13.4 At any time during this process, PDC may (a) continue discussions with one or more Finalist Proposer(s); (b) terminate discussion with a particular Finalist Proposer and continue discussions with other Finalist Proposers; or, (c) conclude discussions with all remaining Finalist Proposer(s) and provide notice requesting their best and final offers.
- 6.13.5 If PDC requests revised proposals, PDC will establish a common date and time that proposals are due at PDC. Revised proposals shall only be submitted once; provided, however, that PDC may make a written determination that it is in PDC's best interest to conduct additional discussions and require submission of revised proposals. Otherwise, no discussions of or changes to the revised proposals will be allowed prior to award. If best and final offers are requested and a Proposer does not submit a notice of withdrawal (under Section 6.9 of this RFP) or a revised proposal, the original proposal will be considered the revised proposal. PDC will then evaluate the revised proposals in accordance with the requirements and evaluation criteria contained within this RFP and PDC will not modify the evaluation criteria or their relative weighting after the date and time revised proposals are due.
- 6.14 **Selection Process.** PDC reserves the right to award the Contract to the Proposer that (a) has submitted a responsive Proposal; (b) is deemed responsible; and (c) is determined to offer PDC the best overall value, benefit, convenience and service, taking into account the cost to the public; however, cost is only one of several evaluation and selection criteria, and on its own, is not necessarily determinative of the best overall value, benefit, convenience, and service to PDC.
- 6.15 **Notice of Intent to Award.** After completion of the evaluation process, PDC will name an "apparent successful Proposer" and issue a "Notice of Intent to Award" a contract to this Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to receive a contract. All competing Proposers will be notified of PDC's Notice of Intent to Award by email, the identity of the apparent successful Proposer and will be given seven (7) calendar days to review the RFP file at PDC offices. Appointments can be made by contacting the Solicitation Coordinator for this RFP.
- 6.16 **Protest of Selection Process.** Any protest of PDC's selection process must be submitted in writing to the PDC Professional Services Manager at 222 NW 5th Avenue, Portland, Oregon 97209 within seven (7) calendar days of PDC's publication of the Notice of Intent to Award. The envelope containing the protest must be marked with the Proposer's name and corresponding solicitation number and conspicuously identified as an "RFP Protest." The Proposer's written protest must specify the legal, procedural, and/or factual grounds upon which the protest is based as well as a statement of relief requested. The judgment used in scoring by individual evaluators is not grounds for protest. Protests not asserted or not properly asserted within the timelines described in this section will not be considered.

- 6.17 **Serial Negotiations.** After PDC has issued its Notice of Intent to Award and resolved all protests, PDC reserves the right to enter into limited negotiations with the apparent successful Proposer to finalize the pricing, performance schedule, statement of work, and other matters pertinent to the work. All such negotiations will be minimal, expedited, and completed by the anticipated Contract effective date. If PDC, in its sole discretion, determines that such negotiations have reached an impasse, PDC reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer. This process may continue until an agreement is reached and the Contract is executed or PDC cancels this RFP.

## 7.0 TERMS OF THE CONTRACT

The following terms and conditions will govern the Personal Services Contract (called “this Contract” in this section) between PDC and the successful Proposer (called the “Contractor” in this Section). PDC reserves the right to modify any term or condition of the Contract prior to execution and may terminate the Contract, at its sole discretion, upon thirty (30) days written notice to the Contractor. PROPOSERS WHO TAKE OBJECTION TO ANY OF THE FOLLOWING TERMS MUST RAISE THOSE OBJECTIONS, IN WRITING, TO THE SOLICITATION COORDINATOR FOR THIS RFP AND DO SO BY THE “DEADLINE FOR QUESTIONS AND REQUESTS FOR CHANGES” LISTED IN THE SECTION 1.3 OF THIS RFP.

### 7.1 Access to Records

The Contractor shall maintain, and PDC and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after the Expiration Date. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by PDC.

### 7.2 Audits

(a) PDC, either directly or through a designated representative, may conduct financial and performance audits of the billings and the Work specified in this Contract at any time in the course of the Contract and during the three (3) year period after the Expiration Date. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office.

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

(c) If an audit shows performance of the Work is not efficient in accordance with *Government Auditing Standards*, PDC may pursue remedies provided under section 4, Early Termination of Contract and section 6, Remedies.

### 7.3 Effective Date and Duration

The passage of the Expiration Date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

### 7.4 Early Termination of Contract

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

(b) PDC, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

(c) Either PDC or the Contractor may terminate this Contract in the event of a breach of this Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other

party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate this Contract at any time thereafter by giving a written notice of termination.

**7.5 Payment on Early Termination**

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

**(b)** In the event of termination under subsection 4(c), Early Termination of Contract hereof, by the Contractor due to a breach by PDC, then PDC shall pay the Contractor as provided in subsection (a) of this section 5.

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

**(d)** In the event of early termination, all of the Contractor's work product will become and remain property of PDC.

**7.6 Remedies**

**(a)** In the event of termination under subsection 5(c), Early Termination of Contract, hereof, by PDC due to a breach by the Contractor, then PDC may complete the Work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to PDC the amount of the reasonable excess.

**(b)** The remedies provided to PDC under section 5, Early Termination of Contract and this section 6 for a breach by the Contractor shall not be exclusive. PDC also shall be entitled to any other equitable and legal remedies that are available.

**(c)** In the event of breach of this Contract by PDC, then the Contractor's remedy shall be limited to termination of this Contract and receipt of payment as provided in subsection 5(c), Early Termination of Contract and subsection 5(b), Payment on Early Termination hereof.

**7.7 Subcontracts and Assignment**

The Contractor shall not subcontract, assign or transfer any of the Work, without the prior written consent of PDC. Notwithstanding PDC approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and PDC shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. PDC shall have the right, at any time, to assign, and the Contractor consents to PDC's assignment of, the Contract to Portland Arena Management, including all rights, benefits, warranties, obligations, and Work Products (as that term is used below) granted or created under this Contract. In the event that PDC exercises such right to assign, Contractor agrees to execute and deliver to Portland Arena Management any documentation PDC reasonably requires to evidence Contractor's consent to such assignment.

**7.8 Ownership of Work Products**

All work products of the Contractor which result from this Contract (collectively, the "Work Products") are the exclusive property of PDC. Work Products include but are not limited to all data, information in any form, documents, research, analysis and any other work subject to intellectual property laws and doctrines. PDC and the Contractor intend that such Work Products be deemed "work for hire" of which PDC shall be deemed the author. If for any reason any Work Product(s) are not deemed "work for hire," Contractor hereby irrevocably assigns to PDC all of its right, title and interest in and to any and all of the Work Products whether arising from copyright, patent, trademark, trade secret or any other state or federal intellectual property law or doctrine. The Contractor agrees to execute such further documents and instruments as PDC may reasonably request in order to fully document such vested rights in PDC. The



Contractor forever waives any and all rights related to the Work Products, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. The Contractor may refer to the Work Products in its marketing materials for advertising purposes.

**7.9 Indemnity - Claims for Other than Professional Liability**

The Contractor shall defend, save, and hold harmless PDC, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of the Contractor or its subcontractors, agents or employees under this Contract; provided however, that nothing herein shall be construed to require indemnification of PDC for liability attributable to PDC's sole negligence.

**7.10 Indemnity - Claims for Professional Liability**

The Contractor shall defend, save, and hold harmless PDC, the City of Portland, and each of their respective officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of the Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this Contract.

**7.11 Insurance**

The Contractor shall carry, at a minimum, insurance coverage in the amounts set forth in EXHIBIT B [Section 4.7 of the RFP] which is hereby made a part of this Contract.

**7.12 Standard of Care**

The Contractor shall perform all services at the same level of professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The Contractor will re-perform any services not meeting this standard or correct any inconsistencies, errors or omissions in the Work Products without additional compensation and without undue delay, or PDC, in its sole discretion, may terminate this Contract pursuant to subsection 4(c), Early Termination of Contract and pursue any and all remedies available.

**7.13 Key Personnel**

The Contractor acknowledges that PDC's award of this Contract was made on the basis of the specialized background and abilities of the Contractor and subcontractor personnel identified in the Contractor's offer or proposal to PDC (the "Key Personnel"). The Contractor understands and agrees that unless the Contractor obtains PDC's prior written consent, any substitution or replacement of any Key Personnel, unless due to reasons outside the Contractor's control (e.g. serious illness, termination of employment), shall constitute a material breach of this Contract and PDC may exercise all available remedies afforded by this Contract. In the event that Key Personnel of the Contractor become unavailable at any time, The Contractor shall replace the Key Personnel with personnel having substantially equivalent or stronger qualifications than the Key Personnel being replaced. All new Key Personnel are subject to PDC's written approval. The Contractor shall remove any individual performing services under this Contract if so directed by PDC in writing following discussion with the Contractor, provided that the Contractor shall have a reasonable period of time within which to find a suitable replacement. The Contractor represents and warrants that all Key Personnel are fully licensed and/or registered to perform the particular services assigned to them under this Contract.

**7.14 Compliance with Applicable Laws**

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

7.15 **Counterparts**

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

7.16 **Successors in Interest**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

7.17 **Severability**

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

7.18 **Waiver**

The failure of PDC to enforce any provision of this Contract shall not constitute a waiver by PDC of that or any other provision.

7.19 **Recycled Products**

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

7.20 **Governing Law, Venue and Consent to Jurisdiction**

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

7.21 **Amendments**

PDC and the Contractor may amend this Contract at any time only by written amendment executed by PDC and the Contractor.

7.22 **No Third Party Beneficiaries**

No person not a party to this Contract is an intended beneficiary of this Contract, and no person not a party to this Contract shall have any right to enforce any term of this Contract.

7.23 **Business License and Equal Employment Opportunity Certification**

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

7.24 **Subcontracting with Certified Minority-owned, Women-owned and Emerging Small Businesses**

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

7.25 **Payment to Vendors and Subcontractors**

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

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

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

7.26 **Confidentiality**

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

## 8.0 PROPOSER CERTIFICATION

**Each Proposer must complete and return this page with their proposal.  
Failure to do so may be grounds for proposal rejection.**

### RFP #11-02, Architectural Design and Engineering: Memorial Coliseum Renovation

- 8.1 You acknowledge receipt of addenda number \_\_\_\_\_ through \_\_\_\_\_ or  N/A.
- 8.2 If awarded a contract from this RFP, prior to contract execution, you agree to satisfy all contract compliance requirements listed in Section 4.6 of this RFP.
- 8.3 To the best of your knowledge, your firm is not in violation of any local, state or federal tax law.
- 8.4 You certify your proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; you have not solicited or induced any person, firm, or corporation to refrain from proposing; and you have not sought by collusion or fraud to obtain any advantage over any other Proposer or over PDC.
- 8.5 You certify that a) your firm has no business or personal relationships with any other company or person that could be considered a conflict of interest to PDC; and b) the Key Personnel identified to perform work under an awarded contract and/or the principals of your firm do not have any business or personal relationships with any PDC officer or employee that is not clearly disclosed in your proposal.
- 8.6 The undersigned warrants that he/she is an authorized representative of the Proposer; has read, understands and agrees to be bound by all RFP instructions, work requirements, and contract terms and conditions contained herein (including all addenda issued for this RFP); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

---

### SIGNATURE BLOCK

Proposer's Legal Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date of Proposal: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Proposer's Mailing Address: \_\_\_\_\_

Proposer's Primary Point of Contact for this RFP (if different): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**EXHIBIT A. RENOVATION SCOPE**

**CAPITAL REPAIR AND IMPROVEMENT**

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

Item	Description
B.12	Complete renovation of existing concourse & event level stands in place, level A2 renovation, including equipment. See D.03 for casework information
B.13	Memorial Restoration, including replacement of pumps and piping, replacement of tile
B.15	Provide overflow drains at 4 low points of roof near existing roof drains
B.16	Replace roof at Carpenter Shop/Magazine Rooms on south side of building
B.17	New signage/wayfinding/graphics package
B.18	Reseal curtain wall system, see Morrison Hershfield report item 6.
B.19	Replace coliseum and entry pagoda roofs, new tapered insulation
C.01	Upgrade above ceiling catwalk system to meet OSHA requirements
C.02	Replace fire sprinkler system at entry pagoda
C.03	Provide exiting study to determine if fire sprinkler coverage is required at concourse. Linked to items C.06 & C.11, for coordination with Fire Marshal
C.04	Asbestos Abatement – not contract. Owner and contractor(s) to evaluate and address.
C.05	Provide building wide Fire Alarm system, may need Fire Command Center
C.06	Provide smoke exhaust study to determine if existing room fans are adequate or require new and or larger capacity, connect to new fire alarm system. Linked to items C.03 & C.11 for coordination with Fire Marshal
C.07	Upgrade emergency lighting at egress paths as needed.
C.08	Handrail and guardrail upgrade at seating bowl, concourse & exterior
C.09	Slip resistant stair nosings throughout
C.10	Provide fire sprinkler coverage at enclosed areas of Concourse level (concessions, restrooms, etc.)
C.11	Connect (e) 80,000 cfm exhaust fans to fire alarm system & emergency backup power. Linked to items C.03 & C.06, for coordination with Fire Marshal
D.01	Replace concourse level, east side exterior entry door hardware.
D.02	Replace all interior doors and hardware to meet accessibility requirements.
D.03	Replace all concessions casework with accessible counters. Linked to item B.12.
D.05	ADA compliant signage throughout building
D.06	Provide assisted listening devices in arena. Linked to items A.18
D.07	Handrail and guardrail upgrade at seating bowl, concourse & exterior
D.08	ADA seating concrete infills, Linked to items B.07
D.09	Replace existing 2-stop passenger elevator, in same location, with new, accessible, and faster elevator

**OPERATIONAL ENHANCEMENTS**

Item	Description
E.01	Architectural Lighting Improvements - Concourse & Exterior
E.02	East concourse entry improvements, including new box office, retail kiosk, reuse/revise entry vestibule glazing system
E.03	New east concourse level entry glass canopy between building and entry pagoda
E.04	Concourse freestanding concessions - 3 portable carts & 1 fixed bar
E.05	Integrate 50 HD monitors into overall project at the concourse level
E.06	Restoration of existing wood glulam columns & entry pagoda
E.07	Increase concourse floor area by bridging over portions of west exit stairs, and 3 additional stairs based on final code analysis and Fire Marshal approval
E.09	New Point of Sale system for all concessions, approximately 62 terminals.
E.10	Add 2-stop passenger elevator adjacent to existing. Concourse level: locate elevator inside the 'ticketed' area. Event level: provide hallway and elevator machine room to connect to corridors to east and west.
F.01	New Scoreboard and Head In Equipment
F.02	LED monitor signage system above vomitories at the concourse level.
F.03	North End Party Deck, with accessible lift, seating, concessions (bar)
F.04	North event level 'stage' area – increase rigging capacity at roof trusses from 60,000 lbs. to 100,000 lbs.
F.05	Removable 'Half House' curtain and trusses for alternate event seating (similar to Rosegarden "Theater of the Clouds" layout).
F.08	Full renovation of concourse & event level bathrooms Level A2 renovation to meet ADA requirements. Linked to item A.15 for new water efficient fixtures.
F.10	Provide acoustical absorption panels/drapes at the curved ends of the event level walls
F.11	Provide acoustical absorption above the suspended ceiling
G.01	New tunnel between Winterhawks locker room and player bench area.
G.02	Winterhawks Office - relocate, remodel & increase area. Level A1 renovation. Includes restrooms required by work & relocation of electrical room. Include enclosure of Pine Court breezeway.
G.03	Create an event level "Club" room from the Fountain Room and adjacent catering/finishing area. Level B1 renovation
G.04	Upgrade Finishes in Public/Lobby areas of event level. Level C1 renovation
G.06	Complete renovation of Winterhawks locker room at the event level. Level A2

Item	Description
	renovation
G.07	Upgrade finishes in existing event level meeting rooms. (excludes Exhibit Hall) Level C2 renovation. Excludes Club room (G.03), Exhibit Hall, and Simpson room (becomes storage). Links to A.10 & A.14 meeting room lighting and power.
G.08	Convert Simpson Room to Storage.
L.01	Shore power stations in parking lot, provide (3) 50 amp receptacles and assoc. conduit, wiring & distribution panels

**ENHANCE COMMUNITY USES**

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

**LOW PRIORITY**

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



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**EXHIBIT B. BUILDING SYSTEMS ANALYSIS APPENDIX**

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Exhibit B of this RFP can be found at this location: [www.pdc.us/RFP11-02](http://www.pdc.us/RFP11-02)

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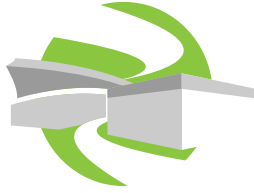
**EXHIBIT C. RENOVATION CONCEPTUAL DESIGN**

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Exhibit C of this RFP can be found at this location: [www.pdc.us/RFP11-02](http://www.pdc.us/RFP11-02)

**EXHIBIT D. NATIONAL REGISTER OF HISTORIC PLACES REGISTRATION**

Exhibit D of this RFP can be found at this location: [www.pdc.us/RFP11-02](http://www.pdc.us/RFP11-02)



## **Rose Quarter Development Project**

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**Stakeholder Advisory Committee (SAC)**  
Memorial Coliseum Future Process

### **Aspirational Statement for Presentation to City Council**

*Updated March 25, 2010*

We, the Rose Quarter Stakeholder Advisory Committee, support preservation of the Memorial Coliseum as an inspiring, community-focused, multi-purpose facility with improved flexibility to accommodate a multiplicity of events for public and private purposes, at a variety of scales and uses including, without limitation: sports, entertainment, arts and culture in a manner that honors Veterans, respects the cultural heritage of the African American neighborhood that was previously in this location, integrates education, showcases innovation in sustainability, and demonstrates a triple bottom line of social, environmental and economic equity in a way that is consistent with its status as a National Register historic property. The outcome of the Memorial Coliseum and Rose Quarter development should serve to increase access to community benefits for the widest range of Portland residents. Exhibit A on the next page demonstrates the range of activities that have strong support from the community and the Rose Quarter Stakeholder Advisory Committee.

## **Exhibit A**

It is understood that the Memorial Coliseum may not be able to support all of the following activities and uses, however, our Committee urges the Memorial Coliseum concept proposers to compare the proposals for the use of the Coliseum interior spaces in terms of use, cost, operation and profitability with those for an improved base case. In so doing, they should consider improvements that augment daytime usage and district activation and may consider the following in their more detailed concept submittals in response to the Request for Proposal:

- Enhanced Veterans Memorial
- Meeting Space with Priority Usage by Veterans
- Eco-district Features, Design and operating systems that reflect state of the art sustainability features.
- Amateur Athletics Fitness Facility including an aquatics center
- Live Entertainment Venue
- Amateur and Professional Sports Spectator Facility
- Regulation Hockey Rink
- Space for Visual Arts and Performances
- Restaurants
- Skylights, roof penetrations, and other natural light features
- Programming that reflects the aspiration of educating as well as entertaining users of the facility.