ORDINANCE No. 177185

*Agreement with Portland Aerial Transportation, Inc. for services related to a design competition for the OHSU/South Waterfront Aerial Tram. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City Council, on November 13, 2002, adopted Resolution No. 36112 approving the Design Development Phase work program for the OHSU/South Waterfront Aerial Tram, including the proposed approach for an international design competition. The resolution also committed $150,000 in City funds to help support the design competition process.

2. Portland Aerial Transportation, Inc. (PATI) has been recognized as the project sponsor for the OHSU/South Waterfront Aerial Tram by the City Council in Resolution 36071, adopted on May 23, 2002.

3. PATI has raised and committed $175,000 to help fund the design competition, which has a total anticipated budget of $325,000.

4. The City will derive significant cost savings and benefit from entering into a contract with PATI because of the commitment by PATI to fund over half of the design competition costs.

5. The City and PATI have negotiated an agreement for professional services, attached as Exhibit 1, that details the services and funding amounts to be provided. The City funding for the project will not exceed $150,000 or 46.15% of the total project cost, whichever is less.

6. Funding for the design competition will be provided from funds identified specifically for support of the North Macadam Urban Renewal Area. The funding sources are Portland Office of Transportation System Development Charges ($75,000) and Portland Development Commission Tax Increment Financing ($75,000).

NOW, THEREFORE, the Council directs:

a. The City Council waives Chapter 5.68 of City Code and authorizes the Commissioner of Public Utilities and the Auditor to execute an agreement,

substantially in accordance with the Agreement attached to the original of this Ordinance, and by reference made a part thereof.

b. The Mayor and Auditor are hereby authorized to draw and deliver checks to Portland Aerial Transportation, Inc., chargeable to the Transportation Fund.

c. The City's Project Manager is hereby authorized to agree to and execute, on behalf of the City, any amendment, which does not increase the amount of the Agreement.

Section 2. The Council declares that an emergency exists because a delay in executing the agreement will result in significant delays to the design competition process, which has already been initiated; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, JAN 0 8 2003

Mayor Vera Katz
Commissioner Jim Francesconi
Matt Brown:slg
December 23, 2002
Tram Design Comp 010803.doc

GARY BLACKMER
Auditor of the City of Portland
BY Susan Parsons
DEPUTY

FEB 2 5 2003

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EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

OHSU/SOUTH WATERFRONT AERIAL TRAM DESIGN COMPETITION

PORTLAND AERIAL TRANSPORTATION, INC.

JANUARY 8, 2003

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Services (Agreement) is between the City of Portland, OR ("City") and Portland Aerial Transportation, Inc. ("Contractor").

RECITALS:

Whereas, on July 10, 2002, the City Council passed Resolution 36085, which accepted the Portland Office of Transportation's Marquam Hill to North Macadam Connector Study and endorsed the recommendations contained therein; and

Whereas, Resolution 36085 acknowledged the role of Portland Aerial Transportation, Inc ("PATI") as the project sponsor for the aerial tram; and

Whereas, Resolution 36085 directed the Portland Office of Transportation and PATI to work together on the development of a design competition for the aerial tram; and

Whereas, on November 13, 2002, the City Council passed Resolution 36112 and approved the Design Development Phase work program, including a proposed approach for an international design competition; and

Whereas, PATI, in collaboration with the Portland Office of Transportation, has developed a work scope for the design competition; and

Whereas, PATI has secured private sector commitments for funding of over fifty percent of the design competition; and

Whereas, the additional work proposed by PATI is essential to the timely advancement of the project and necessary to be completed before PATI and the City Council can select a design team for the aerial tram and initiate further design work for the aerial tram.

AGREEMENT:

1. SCOPE OF CONTRACTOR SERVICES

(a) The Contractor shall, through subcontractors and its volunteer Board of Directors and with the assistance of the City, oversee and carry out a design competition for the aerial tram. The specific services to be provided by the Contractor shall be in accordance with the detailed scope of work and budget as set forth in **Exhibit 1** to this Agreement.

(b) The Contractor shall endeavor to carry out the services required by the Agreement substantially in conformance with the schedule attached as **Exhibit 2** to this agreement. However, the parties recognize that timely completion of some of the critical

tasks set forth in the schedule are subject to the performance of others that are not a party to this Agreement or working under the direction of the Contractor.

(c) The services required by the Agreement do not include final design or actual construction of the Project. If the Project is pursued beyond the design competition phase, agreements between the City and Contractor for these activities may or may not be the subject of future negotiations.

2. SCOPE OF CITY SERVICES

The City will assist the Contractor in carrying out the requirements of this Agreement. The following sets out the general form of that assistance:

(a) The City Commissioner-in-Charge of the Portland Office of Transportation will serve on the Board of Directors of Portland Aerial Transportation, Inc. as the City's representative.

(b) Provide the services of a City Project Manager and other City Staff to work on a day-to-day basis with the Contractor and its subcontractors, to assist the Contractor in directing the design competition and to coordinate Public, City and other governmental requirements, review and approval procedures.

3. COMPENSATION

(a) The total estimated cost of performing the scope of work detailed in Exhibit A is $325,000.00. This cost will be proportionally shared between the Contractor and the City. The Contractor shall advance funds in the amount of $175,000.00 and provide proof thereof to the City. The City shall pay the Contractor for 46.15 percent of its actual costs of subcontractors and expenses incurred in carrying out the requirements of this Agreement in the maximum amount of $150,000.00 provided that the compensation paid to the Contractor shall not exceed the following maximum amounts for each category of work set out in subsection 1(a) SCOPE OF CONTRACTOR SERVICES:

1).	Design Competition Manager	$30,000
2).	Preparation of Competition Materials	$20,000
3).	Interviews of short list of competitors	$20,000
4).	Jury Expenses – 7 member jury (3 local; 4 non-local)	$20,000
5).	Competition Fee for final competitors (5 Maximum)	$200,000
6).	Material and Rental costs	$15,000
7).	Contingency	$20,000
Total		$325,000

(b) The City and Contractor, upon written agreement may reallocate the maximum amounts for the categories of work set out in subsection 3(a) provided that the total amount to be paid by the City does not exceed the Total Maximum Compensation set forth in subsection 3(a). Allocations from contingency must be approved by the City Project Manager prior to expense being incurred by the Contractor.

(c) The payments made by the City under this Agreement shall be full compensation for work performed, for services rendered, and for all labor materials, supplies, equipment and incidentals necessary to perform the work and services required by this Agreement.

4. BILLING AND PAYMENT PROCEDURE

(a) The Contractor's billing and City's payment procedures shall be as follows: Within 30 days of the approval of this Agreement, the City shall provide PATI with a lump sum amount of $100,000. Following that, and no more frequently that monthly, the Contractor shall submit invoices to the Project Manager. The invoices shall include a statement of current expenditures, previous billings, total costs to date and the allocation of the costs to the appropriate workscope task. All invoices shall bear the signature of a representative of the Contractor.

(b) The City shall pay the Contractor within 30 days of receipt of the invoice.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of January 8, 2003, and shall terminate on July 1, 2003, unless extended by a written amendment to this Agreement. The City will acknowledge costs incurred by the Contractor in association with this contract between August 1, 2002 and January 8, 2003, as part of the Contractor's $175,000 contribution to this project.

6. EARLY TERMINATION OF AGREEMENT

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

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

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement 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 the Agreement at any time thereafter by giving a written notice of termination.

(d) The Contractor, on thirty (30) days notice to the City, may terminate this Agreement in the event that the Project proves to be unfeasible due to, for example, absence of timely capital or operating funding commitments, requirements for significant changes in the Project design, significant cost increases and other causes outside of the Contractor's control.

7. **PAYMENT ON EARLY TERMINATION**

(a) In the event of termination undersubsection-6(a), 6(b) or 6(d), EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 8(a), REMEDIES.

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

8. **REMEDIES**

(a) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City 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 compensation provided under section 3, COMPENSATION, hereof, then the Contractor shall pay to the City the amount of the excess.

(b) The remedies provided to the City under section 6, EARLY TERMINATION OF AGREEMENT and section 8, REMEDIES, hereof, for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 6(c), EARLY TERMINATION OF AGREEMENT, and section 7(b), PAYMENT ON EARLY TERMINATI0N, hereof.

9. **CITY PROJECT MANAGER**

(a) The City Project Manager shall be Matt Brown or such other person as shall be designated in writing by the Director of the Portland Office of Transportation.

(b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein and to carry out any other City actions referred to herein.

10. **COMPLIANCE WITH LAWS**

(a) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state and local laws and regulations.

(b) In the event the Contractor provides goods or services to the City in the aggregate in excess of $2,500.00 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

11. **OREGON LAW AND FORUM**

(a) This Agreement shall be construed according to the laws of the, State of Oregon.

(b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

12. **INDEMNIFICATION**

(a) Indemnification for Public Liability and Property Damage

The Contractor shall hold harmless, defend and indemnify for public liability and property damage the City of Portland, and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney's fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this Agreement.

(b) Indemnification for Professional Liability

The Contractor shall hold harmless, defend and indemnify for professional liability the City of Portland, and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's negligent acts or omissions, or any subcontractor's negligent acts or omissions under this Agreement.

13. WORKERS' COMPENSATION INSURANCE

(a) The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement, if applicable, and shall be incorporated herein and made a term and part of this Agreement the Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The Contractor agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and for Qualification as an Independent Contractor prior to commencing work under this Agreement. The Questionnaire is attached to this Agreement as EXHIBIT C and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the Contractor shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, the City may terminate the Agreement immediately and the notice requirement contained in subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, shall not apply.

14. SUBCONTRACTING

(a) The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City 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 Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

(b) The City has approved the following subcontractors:

Gordon Davis, PATI Project Manager

Reed Kroloff and Associates, Competition Manager

Design Firm #1

Design Firm #2

Design Firm #3

Design Firm #4

15. **ASSIGNMENT**

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

16. **INDEPENDENT CONTRACTOR STATUS**

(a) The Contractor is engaged as an independent contractor and will be responsible for any federal, state and local taxes and fees applicable to payments hereunder.

(b) The Contractor, its subcontractors and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits.

17. **NOTICE**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:

Matt Brown
Portland Office of Transportation
1120 SW 5th Ave., Room 800
Portland, Oregon 97204

If to the Contractor:

Pat LaCrosse
Portland Aerial Transportation, Inc.
1325 NW Flanders Street
Portland, Oregon 97209

18. **SEVERABILITY**

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

19. INTEGRATION

This Agreement contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.

20. FUNDS

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

21. BUSINESS LICENSE

The Contractor as a non-profit corporation is not required to obtain a City of Portland business license as required by PCC 7.06.010. The Contractor shall require all subcontractors to obtain a City of Portland business license prior to beginning of work under this Agreement and shall provide a business license number on all agreements between the Contractor and subcontractors.

22. COMMENCEMENT OF WORK

The Contractor agrees that work being done pursuant to this Agreement will not be commenced until after:

(a) workers' compensation insurance is obtained as outlined in section 13, WORKERS' COMPENSATION INSURANCE; and,

(b) this Agreement is fully executed by the parties and approved by the City Attorney's Office: and

(c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

23. MAINTENANCE OF RECORDS

The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit and copying for three (3) years from the date of completion or termination of this Agreement.

24. AUDIT OF PAYMENTS

(a) The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by Section 23, MAINTENANCE OF RECORDS.

(b) If an audit discloses that payments to the Contractor under section 3, COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

25. LIABILITY INSURANCE

(a) The Contractor and all subcontractors shall maintain public liability and property damage insurance that protects the Contractor, the subcontractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Agreement. The insurance shall provide coverage for not less than $200,000 for personal injury to each person, $500,000 for each occurrence, and $500,000 for each occurrence involving property damage; or a single limit policy of not less than $500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in - the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the Agreement, the Contractor and subcontractors shall provide a new policy with the same terms. The Contractor and subcontractors agree to maintain continuous, uninterrupted coverage for the duration of the Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor and subcontractors.

(b) The Contractor and subcontractors shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

29. PROGRESS REPORTS

The Contractor shall provide progress reports to the Project Manager as requested by the Project Manager.

30. NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

31. PROHIBITED INTEREST

(a) No City officer or employee during his or her tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

35. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay, in a timely fashion, all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

PORTLAND AERIAL TRANSPORTATION, INC.

By: _____

Title: Chair

Tax ID No: 43-1962524

APPROVED AS TO FORM:

_____

Legal Counsel

CITY OF PORTLAND

By: _____

Title: Commissioner of Public Utilities

Date: 2/24/03

BY Gary Blackmer by [illegible]
AUDITOR

APPROVED AS TO FORM:

APPROVED AS TO FORM

[illegible] City Attorney

CITY ATTORNEY

SUBJECT TO INSURANCE APPROVAL

EXHIBIT 1

DESIGN COMPETITION SCOPE

OHSU/SOUTH WATERFRONT AERIAL TRAM DESIGN COMPETITION

PORTLAND AERIAL TRANSPORTATION, INC.

JANUARY 8, 2003

Contents

Competition Instructions

Overview

Welcome

Welcome to the Portland Aerial Tramway competition, sponsored by Portland Aerial Transportation Incorporated (PATI) and the City of Portland, Oregon. This packet includes information on the purpose, procedures and scope of the design competition.

As the Competition Advisor, Reed Kroloff will provide guidance and advice to the competition. Gordon Davis will be the Competition Coordinator and will manage the competition process on behalf of PATI. Matt Brown will serve as the Project Manager for the City of Portland. All questions and communication should be forwarded via email to Gordon Davis until the winner is announced. We wish you good luck.

Reed Kroloff,
Competition Advisor
917-856-9813

Gordon Davis
Competition Coordinator
Portland Aerial Transportation, Inc.
1035 NW Hoyt
Portland, Oregon 97209
503-221-5306
FAX 503-827-3477
Cell – 503-250-0386
hoyt@teleport.com

Matt Brown
Portland Office of Transportation
City of Portland
503-823-7027

Introduction

Letter from Mayor Vera Katz

Letter from the PATI Board

Objectives

While a design concept for the "tram" is an important part of the competition submittal package, the competition itself is not designed to select a final design for the tram. Rather, the competition will select a design team who will then be engaged to develop a schematic design for the tram in a subsequent and more broadly based design process.

Competitors are asked to prepare materials that will demonstrate the following:

1. The composition and competency of the design team,
2. The understanding by the team of the design problem
3. The understanding by the team of the design context
4. A proposed approach by the design team to engage the community through the schematic design process, and
5. Design concepts that address the context and design problem.

In addressing #4 above, competitors should outline an approach to actively engage the community in a dialogue throughout the schematic design phase. It is not the goal of this community dialogue to find the lowest common denominator of design. Rather the goal is for the design team to truly understand the design context, to have a public forum to test ideas and for the community to have sufficient access to the design process to learn about the power of ideas. Ultimately it is expected that the "power of the idea" will overshadow divergent opinions that inevitably exist in the community.

In addressing item #5 above, the objective is to develop design concepts for an aerial tramway to connect the new South Waterfront (formerly called North Macadam) neighborhood with the Oregon Health & Sciences University (OHSU) atop Marquam Hill on the south side of downtown Portland. Competitors will prepare design concepts for the tram, its two landing stations, its vertical support and two cars. The competition will also include the design of a new pedestrian bridge across Interstate 5, reconnecting the Corbett Terwilliger Lair Hill (CTLH) neighborhood to the waterfront.. The design problem also challenges the competitors to address two additional ideas:

1. Given the physical and community context of the aerial system, consider how the aerial system might be fully integrated with existing and planned development on Marquam Hill, in the CTLH neighborhood and in the redevelopment of the South Waterfront area, and
2. The city has contemplated a second aerial connection between Marquam Hill and Barbur Blvd., serving a heavy travel demand between the transit corridor on Barbur and the OHSU Marquam Hill campus. While there has been no final decision on whether to build such a system, competitors are asked to consider how such a second aerial system might integrate into the upper terminus.

PATI and the City of Portland intend to build this project and expect to select their design team through this competition process. The winning team will be invited to negotiate a contract to prepare a Schematic Design for the tram and its components with PATI and the City of Portland.

The competition has the additional objective of demonstrating to the people of Portland that a well-managed design competition process can result in extraordinary civic architecture.

Challenge

This competition offers architects, engineers, and designers a rare opportunity to set the standard for architecture and infrastructure in an entirely new Portland neighborhood,

while simultaneously creating a major public landmark for the city. Additionally, the new Marquam Hill tram will cross over one of Portland's oldest neighborhoods and one of its busiest traffic arteries. It is envisioned that the tram will serve as a gateway to downtown for commuters and visitors coming from the south.. Mayor Vera Katz, the City Council, and the PATI board, and the citizens of Portland challenge the competitors to produce a visionary solution to this difficult problem, and help set the stage for a new era of outstanding civic design in this city.

Schedule

➢ Interviews	Dec 5-6, 2002
➢ PATI Board Decision & Public Announcement of Final Competitors	Jan 3, 2003
➢ Pre-Competition Briefing Session In Portland	Jan 23-24, 2003
➢ Mandatory Portland Visit – Firm 1 – AIA Lecture[1]	Jan 30
➢ Mandatory Portland Visit – Firm 2 – AIA Lecture	Feb 6
➢ Mandatory Portland Visit – Firm 3 – AIA Lecture	Feb 13
➢ Mandatory Portland Visit – Firm 4 – AIA Lecture	Feb 20
➢ Questions Deadline	Feb 25, 2003
➢ Answers Posted	Mar 1, 2003
➢ Competition Submission Deadline	Mar 17, 2003
➢ Jury Presentations	Mar 24, 2003
➢ Winner notified/Public Announcement	Mar 27, 2003
➢ PATI recommendation of winner to City Council	Apr 9, 2003
➢ PATI negotiates contract	Apr 10-21, 2003

Teams

Between the time of the public announcement of the final four competitors and the pre-competition briefing, the lead firm should assemble their competition team. If a local firm is added to the team, the selection of that local firm will not be a criterion used by the jury to make a final recommendation to the PATI Board on a competition winner.

Teams are not permitted to add a tram system manufacturer to their team. There are a limited number of manufacturers of tram systems in the world. The decision on which manufacturer will ultimately provide the tram components will be made as part of the construction management/contractor selection process. Firms may feel free to contact any of the tram manufacturers for information on system technology. In doing so, design firms may not make any commitments regarding the selection of that manufacturer to construct the system or provide components.

[1] The local chapter of the American Institute of Architects is organizing a lecture series around the four competitors. You will each be asked to do a public lecture in that series. PATI will provide a separate stipend to the lead firm for this public lecture although it is expected that the teams may want to take advantage of this trip to do your own additional research in the community. PATI does not expect to organize any other formal events during this trip so other than the public lecture its literary will be entirely up to the teams. Teams will be given an opportunity to select which of the dates they would like to commit to. In the event more than one firm wishes a particular date, the Competition Coordinator will make a final determination on the dates for each firm.

Background

History of OHSU, South Waterfront and the Tram

Oregon Health & Sciences University has been on Marquam Hill for well over 100 years. Today, the institution employs over 10,000 people. In 1995 the institution left the state system of higher education to become an independent public corporation. As the OHSU Board and executive team looked at its long term future, it crafted a vision whereby OHSU would move into the top 20 medical research institutions in the country.

In 1999, OHSU began a master planning process to determine what programs and facilities would be needed to achieve this vision. Early on, it was forecast that in excess of 2.2 million square feet of new space would be needed and that the vision could only be achieved if the institution maintained a physical and program synergy between its three core functions—education, health care and research. An evaluation of the Marquam Hill campus found that transportation access would ultimately limit the amount of new growth that could be accommodated on the hill to 750,000 – 1,000,000 square feet. It was believed, however, that if transportation access constraints could be overcome, the institution would better achieve its vision if it remained in the central city.

For several years, the City of Portland had been planning the redevelopment of the waterfront area just south of downtown. This old waterfront industrial area, now known as South Waterfront, is largely vacant land with only a few scattered businesses still operating. While the city envisions a dense residential and employment center in this 140-acre area, it has struggled to attract the type of anchor development that would catalyze the redevelopment program. The City had been encouraging OHSU to locate a facility in the South Waterfront but it was not until its master planning program that OHSU considered the area for a major expansion of its central city campus.

However, access to and from the South Waterfront area is constrained as well so if OHSU located up to 1.5 million square feet of program space in this area it could risk achieving the critical synergy that its vision required. Transportation via the existing road network was simply too unreliable for researchers, teachers and doctors to depend on as a connection between the two parts of the campus.

In the late 1980's when planning first begun on what is now the Central City Streetcar, consideration was given to making a connection from downtown to OHSU on Marquam Hill. While a streetcar system could not handle the steep grades of the hill, several other alternatives were evaluated including an aerial tram. The OHSU connection was set-aside in the first phases of streetcar planning. However, when OHSU raised anew the possibility of significant growth in the South Waterfront area, the aerial tram again surfaced as a logical choice both for public access to the hill and for the connection between the two parts of the campus.

In July 2002, based on the City Engineer's recommendation, the City Council approved the aerial tram connection between Marquam Hill and OHSU's planned campus in South Waterfront. The council also accepted the idea of a second tram connecting the Marquam Hill campus with a major transit corridor on Barbur Blvd. However the council directed that additional studies be undertaken on the second tram including its consideration in the design competition. Approval of the tram, along with the Council's approval of the Marquam Hill Plan District (July 2002) and adoption of a revised North

Macadam plan (November 2002), set the policy and regulatory framework for significant OHSU expansion and for the beginning of the redevelopment of the South Waterfront area. Also, during these major planning efforts, a new economic vision emerged combining Portland State University, OHSU on Marquam Hill and in the South Waterfront and the area on the east side of the river around the Oregon Museum of Science and Industry as the Portland Science and Technology Quarter.

Approval of the tram was not without controversy. The alignment of the main tram crosses over the historic CTLH neighborhood. While the alignment is within the air rights of a public right of way, its proximity to the residential area made it problematic for many people.

The CTLH neighborhood has been one of the city's overlooked neighborhoods. Interstate 5, Macadam Blvd., Barbur Blvd., Front Avenue and the access to the Ross Island Bridge were all pushed through this neighborhood primarily to accommodate regional traffic. While the physical constraint of the west hills and the Willamette River force regional roadways through this narrow area, the result has been a dividing of the CTLH neighborhood.

In recent years, the City, with significant neighborhood prodding, has adopted several policies designed to reestablish the integrity of the neighborhood. Most important of these are the South Portland Circulation Plan and the North Macadam (South Waterfront) Urban Renewal Plan. Both outline a series of projects and actions that are designed to separate regional from local traffic and reconnect the many separated parts of the neighborhood including the waterfront. These policies along with others like the city's 40-mile Loop Trail system, which envisions a connection from the waterfront to the trails in the west hills, represent a refocus of public priorities into this long neglected area.

Background Materials Attached

The following materials are attached to this competition program:

- Marquam Hill Plan District (July 2002)
- Marquam Hill Design Guidelines (September 2002)
- City Council Actions
    - Council Resolution on Suspended Cable Transportation System (March 22, 2002)
    - Adoption of the Suspended Cable Transportation System Process (May 23 2002) – Resolution 36071
    - Adoption of Resolution 36085 accepting the Portland Office of Transportation's Marquam Hill to North Macadam Connector Study and endorsing the recommendations contained therein (July 10, 2002)
    - Adoption of Resolution 37112 approving the Design Development Phase work program for the OHSU/North Macadam Aerial Tram, including the proposed approach for an international design competition (November 13, 2002)
- North Macadam Plan (November 2002)
- South Portland Circulation Plan (July 2001)
- Terwilliger Parkway Design Guidelines
- OHSU Aerial Tramway Preliminary Engineering (February 27, 2001) Jewett Engineering

- Draft Report on OHSU Inter-Campus Transportation Connector (February 27, 2001) Carl Buttke, P.E.
- Marquam Hill to North Macadam Connector Study; Portland Office of Transportation, June 20, 2002.
- Marquam Hill to North Macadam Connector Study, Appendix A, Technical Background and Analysis; Portland Office of Transportation, June 20, 2002.
- "Opportunity," An overview brochure of development potential on the South Waterfront. H. Williams Advisors, Gerding/Edlen Development Company, Opus Northwest LLC
- OHSU plans for a new Patient Care Tower on Marquam Hill and its relationship to the proposed tram terminus.
- Summary of Geotechnical Conditions – North Macadam-Marquam Hill Aerial Tram, GeoDesign, December 23, 2002
- Terwilliger Parkway Design Guidelines, City of Portland Bureau of Planning (1983)

Scope of the Design Problem

The design problem is an aerial tramway connecting the Marquam Hill campus of the Oregon Health & Sciences University (OHSU) with the location of a new adjunct campus on a redevelopment site located along the waterfront of the Willamette River in an area generally known as South Waterfront. A second tram has been contemplated connecting with the upper terminus on the Marquam Hill campus of OHSU to a transit station on Barbur Blvd. providing an additional transit linkage to the Hill.

The primary aerial tramway as proposed has the following general characteristics:

- A travel length of approximately 3400 feet
- Two tram cars with a capacity of 60 passengers in reasonable comfort
- An upper terminus landing located on the OHSU campus at an elevation 533 feet above sea level
- A lower terminus landing located eastward of Moody Street in South Waterfront, within the Gibbs Street public right-of-way. The ground elevation at the landing is approximately 35 feet above sea level.
- The alignment runs east-west and falls within the 60 foot public right-of-way of Gibbs Street for its entire length except as it crosses the Terwilliger Parkway (a City of Portland park) and onto OHSU property.
- A single structural support tower occurs immediately east of Macadam Blvd.
- The upper terminus serves both as the upper structural element supporting the cable system and as the landing platform for the tram cars
- OHSU contemplates the upper terminus as a public space with public activities potentially including an eating area and public viewing.
- The main engine room for the system will be at the South Waterfront terminus to minimize noise on the Marquam Hill OHSU campus
- The system will be fully ADA compatible
- The aerial tramway is designed to be part of Portland's public transportation system, fully integrated with other elements of the transportation system and connecting important employment, retail, housing and activity areas on Marquam Hill, South Waterfront and other areas of the community

A second aerial tram was part of the Office of Transportation's recommendation. Although not approved by the City Council, as proposed by the City Engineer, the second system has the following general characteristics:

- A travel length of approximately 1200 feet.
- The upper terminus could be in the same location as upper terminus for the primary tram.
- The upper landing for the second tram would not necessarily need to be at elevation 533
- The tram system as envisioned in the City Engineer's report would be a "mono-cable" system using "gondola style" cars fixed to the cable in a "jig-back" configuration .
- The tram would be designed to connect the OHSU campus on Marquam Hill with a transit terminus on Barbur Blvd.
- The second tram would be would be primarily used for OHSU employee home-to-work trips.
- The exact alignment of a possible second tram is unknown at this time although the City Engineer's recommended alignment has the Barbur terminus on the west side of Barbur Blvd on private property slightly north of the Gibbs Street right-of-way.
- The second tram, if ultimately approved by the City Council, may not be constructed at the same time as the primary tram although accommodations may need to be made in the upper terminus for its landing.
- A single structural tower would appear to be needed at approximately the mid-point in the alignment of the second system.

The Route – The Tram Cars

The total route of the aerial tram is approximately 3400 feet in length, from the lower terminus in South Waterfront to the upper terminus on the OHSU Marquam Hill campus. Preliminary engineering calculations indicate that it will take a tram car 2.75 minutes to move from one terminus to the other. Calculations also indicate that with a fully loaded tram car (60 passengers) in an emergency stop condition, the bottom of the tram car will be 66 feet above the ground at its lowest point in the route (approximately Corbett Street). These conditions suggest that some existing power lines under the tram alignment will need to be relocated.

The CTLH neighborhood is a designated historic district. The tram route from approximately Barbur Blvd to I-5 traverses part of the CTLH neighborhood, and Gibbs Street is a local residential street through this portion of the route. The CTLH neighborhood and the homes along Gibbs Street are of mixed age, condition and size with some in a Victorian style characteristic of residential architecture of the late-1800's in Portland. Not all homes are this age or architectural style, and there are some newer houses, apartments and townhouses along Gibbs Street in this area.

Although approved by the City Council, not surprisingly, the aerial tram has been highly controversial, particularly in the CTLH neighborhood and with those residents along Gibbs Street. While the tram will travel at 22 miles per hour and at a height above local street trees, neighbors have expressed concern about privacy and other potential impacts of tram cars traveling overhead.

The tram route along Gibbs Street crosses Barbur Blvd, a state highway; Interstate 5, a federal interstate highway and Macadam Blvd, a state highway.

The tram route also crosses over Terwilliger Parkway, which includes a road and pedestrian trail. The parkway was deeded to the city in the early 1900's by the adjacent property owners and is a major community asset both for its intrinsic beauty and for its views of the city and Mt. Hood to the east.

The Upper Terminus

The upper terminus will occur on OHSU property. The landing elevation of 533 feet is equal to what is known as the "9th floor" at the institution. The 9th floor is now, and will be further developed, as the common public concourse connecting all parts of the campus with internal and external walkways. As a point of reference, the 9th floor is the level of the pedestrian bridge to the Veterans Administration Hospital. Public services, including information, restaurants, day care, gift shops, visitor services, employee services, gathering spaces, other public retail uses and activities will increasingly occur on the 9th floor as the institution redevelops over the next 20+ years. Because of the significant parkland and recreation resources surrounding the Marquam Hill campus, the 9th floor public level is also anticipated to serve as a means for the general public to gain access to trails and other natural facilities.

OHSU anticipates that the upper terminus landing will become a major public focal point on the campus because of the significant views that it will afford and because of its central transportation role. It is reasonable to consider how other public activities might be included in the terminus including a restaurant.

With the possibility of a second tram connection to Barbur Blvd., the upper terminus may need to serve both transportation connections. While the technical specifications of a second aerial connection are not well developed and such a second system may never happen, it is important to understand how such a system might be integrated into the upper terminus. Because of its primary function as an employee transportation link to the campus, it may not be essential that the second aerial landing occur on the 9th floor. It may also be possible that a future second system might not land at the upper terminus at all but at a different location on campus.

Because of the Gibbs Street alignment of the tram and because of a new patient care facility now under design, the location of the upper terminus must occur within a relatively limited zone on the OHSU property. However, due to highly sensitive medical procedures occurring in the new patient care building (micro surgery, etc.), the upper terminus cannot be built into the new patient care facility, although connections between the terminus, the new patient care facility and the surrounding buildings and public spaces and corridors are anticipated. Designers should also assume that the upper terminus might have horizontal connections into any one of several OHSU facilities surrounding the approximate tower location.

OHSU anticipates that the new patient care building will include a major new public outdoor space located on the east face of the 7th floor, which will serve as a new platform for public activities and a new vista for views to the east toward Mt Hood and the Willamette River.

Due to its height and potential inter-campus connectivity, the upper terminus structure must have vertical transportation capacity.

The Upper Terminus Design Scope

The principal design task is the terminus itself. However, the terminus could be viewed as a central point of connection from the tram to other buildings, corridors and activity centers on campus. Design teams are invited to broaden their thinking beyond the terminus itself to consider how the terminus can facilitate connections and focus within the campus complex both for OHSU related people and the general public.

Lower Terminus

The lower terminus for the primary tram will occur within the Gibbs Street right-of-way. Adjacent to the Gibbs right-of-way is private land, which is part of a 140-acre redevelopment area. At present, OHSU and its development partners own approximately 28 acres to the south of Gibbs Street. Zidell Marine owns approximately 20 acres to the north of Gibbs. The remaining portion of the 140-acre urban renewal area is owned by several parties, all of who anticipate OHSU's development of an adjunct campus in South Waterfront to be the catalyst for a long-term redevelopment program. The city's plan for the 140 acres anticipates 10,000 jobs, 3,000 – 4,000 housing units, 200,000-300,000 sf of retail, and the continuation of Portland's waterfront trail and greenway along the approximately 6400 feet of the Willamette River in the South Waterfront plan area.

OHSU has programmed 1.5 million square feet of administration, education, clinical and research space to be completed within the next 20 years in the South Waterfront area. The institution expects to develop educational and business partnerships around its programs and that other facilities to house these joint ventures and allied businesses will occur in the proximate area. OHSU expects to begin construction of its first-phase building in the spring of 2004. OHSU's development partners, anticipate beginning construction of a 175-unit condominium project and a 220-unit apartment project in the spring of 2004. OHSU also expects to partner in developing a hotel conference center within the 28 acres. The tram, the extension of the central city streetcar, and the first three buildings in the core area of South Waterfront are all anticipated by early 2006.

Zidell Marine has an active marine barge construction facility on the portion of its property immediately north of Gibbs Street. The company expects to relocate its operations at some time in the future and redevelop its property consistent with the City's plan for the area.

OHSU and its development partners, Zidell Marine and the City of Portland, all have engaged in master planning at various levels of specificity over the last several years. The City Council's decision in July 2002 approving OHSU's Master Plan and the tram was the signal event that will move the South Waterfront area from planning into actual redevelopment. While the City's zoning and development code for this area permits the development of a dense urban center and the urban renewal plan contemplates extension of the waterfront greenway and trail, a new road network, the extension of the central city streetcar, and the development of a major transit center at the tram terminus, there is no real urban design vision for this area that can serve to fully integrate private and public development.

The Lower Terminus Design Scope

It is anticipated that the scope of actual construction associated with the lower terminus of the aerial tram will be confined to features in the public right-of-way. However, it is also anticipated that development on the adjacent and nearby private property will want to integrate with the tram terminus and related uses so that a broader vision for this lower terminus is critical to private property owners, the city and community as a whole. Only concept planning and design have been done on private and public property adjacent to the tram terminus.

The minimum design scope for the lower terminus will include those facilities that will be constructed within the public right-of-way. Design teams are invited to look more broadly at the public and private lands within the vicinity of the lower terminus to explore how public and private space can be shaped into a common vision that integrates the many objectives that are held for this area.

The Structural Tower

Preliminary engineering work suggests that the tram will require a single 185 foot-high structural tower located in the Gibbs right-of-way, immediately east of Macadam Blvd. This tower is needed to support the aerial tramway cable system and raise the cables to a sufficient height to allow tram cars to clear features on the ground below in normal and emergency operations. Because of concerns for this tower's potential impact on the existing CTLH neighborhood, the tower cannot be located west of Macadam or Interstate 5. Because of engineering and safety concerns related to the lower terminus landing, the tower cannot be located further east of the identified location.

The Design Scope for the Structural Tower

The tower must support the cable system on which the two tram cars will ride. Depending on design approaches for the pedestrian bridge crossing I-5, the tower may assume some role with that facility.

The Tram Cars

There are certain technical requirements for the tram cars, which are included in the Jewett Preliminary Engineering materials. . However, as each tram installation is unique, the tram cars can be considered part of the design problem.

The Design Scope for the Tram Cars

Design teams are invited to include the tram cars as part of their design scope.

The Interstate 5 Pedestrian Bridge

One of the goals of the City is to reestablish the integrity of the CTLH neighborhood. One of the urgent needs is to separate local neighborhood streets from regional transportation facilities. Presently Barbur Blvd, Interstate 5 and Macadam Blvd, all state/federal highways, traverse the neighborhood and by their design have effectively divided the neighborhood, in most cases cutting off east-west connections through the neighborhood and eventually to the river.

The city has included within its urban renewal plan for South Waterfront, two pedestrian bridges crossing I-5 and Macadam, linking the main CTLH residential area with the redeveloping South Waterfront area. One of the proposed bridges is in the alignment of the Gibbs Street right-of-way

The Design Scope for The Interstate 5 Pedestrian Bridge

Design teams are invited to consider how such a bridge within the Gibbs Street right-of-way, could be integrated into the, neighborhood, the South Waterfront redevelopment area, the tram alignment and its facilities. The bridge will need to meet ADA standards for accessibility and maintain minimum clearances over I-5 and Macadam Blvd.

Construction Budget

Preliminary Engineering for the tram, done in 2001 (Jewett), estimated the cost of a fully operational, "utility level" tram would be approximately $9,000,000. This engineering study assumed a basic platform at each terminus without consideration of how that platform might be integrated into adjacent buildings or public spaces. The Board of Portland Aerial Transportation, Inc., in advancing its goal of designing a tram that "will meet the highest standards of architecture and urban design" has established a preliminary budget of $17,000,000 for the tram and I-5 pedestrian bridge.

In understanding this preliminary construction budget figure, the following assumptions should be used:

1. The budget includes all mechanical, electrical and structural components of an operating tramway system.
2. A pedestrian bridge crossing I-5/Macadam is in the budget
3. For budgetary purposes the minimum lower terminus facilities include the tram landing platform, facilities to house the mechanical equipment, a terminus structure and pedestrian access facilities immediately adjacent to the terminus. Design elements that extend beyond these minimum facilities are not assumed to be within the established preliminary budget.
4. For budgetary purposes the minimum facilities at the upper terminus will include the tower/platform structure, mechanical equipment and structures as required for the tram; vertical transportation within the tower and at least one horizontal connection from the platform to an adjacent building or area. Design elements that extend beyond these minimum facilities are not assumed to be within the established budget.

5. It is assumed that any facilities required to accommodate the second tram are not in the budget.

This is a complex design problem, which has the potential to expand considerably beyond the elements defined in the Preliminary Construction Budget. The City of Portland and Portland Aerial Transportation, Inc. (PATI) hopes that design teams will want to explore this larger context. PATI believes that ideas emerging in this exploration will stimulate private and public interest in these broader design opportunities and as appropriate, the City and PATI are committed to seeking the financial support to implement them.

Competition Structure

Submission

Competitors should submit five 30" x 40" (0.762 x 1.016 meters) presentation boards, with the 40" sides oriented vertically, and organized side-by-side. The boards should have a maximum thickness of ½" (12.7 mm) and weigh no more than 5 pounds (6.8 kilograms) each. The boards must lie flat against an easel or wall, and may not include anything that projects more than ¼" (6.35mm) from the surface.

In addition to presentation boards, competitors may submit a narrative of no more than 15 pages to outline:

1. The composition and competency of the design team,
2. The understanding by the team of the design problem
3. The understanding by the team of the design context
4. A proposed approach by the design team to engage the community through the schematic design process.

In addition to the 15 page narrative, firms may submit pre-printed brochures on the team members.

A lay audience should easily be able to understand the presentations. Some members of the competition jury will not be familiar with architectural drawings and symbols. Further the sponsors may display the competition entries in a high-traffic public setting and utilize them in education programs about the tram.

No models will be accepted. However photographs (or computer renderings) of models may be incorporated into the presentation.

Deadline

The Competition Coordinator in Portland, Oregon must receive all submissions no later than 5:00 p.m. (Pacific Standard Time) on March 17, 2003. This is not a postmark deadline. The boards, narrative and brochures must be received at the following address by the given day and time.

Portland Aerial Tramway Competition
c/o Gordon Davis
1035 NW Hoyt
Portland, Oregon 97209
503-221-5306
FAX – 503-827-3379
Email – hoyt@teleport.com

Additionally, competitors must inform the Competition Coordinator by fax or email of all pertinent tracking information for their submission. This includes the method of shipment, the time, the date it was sent, and the tracking number. Copies of time-stamped postal registration receipts or courier dispatch receipts must be faxed to the Competition Coordinator as well. However, it is the responsibility of the competitor to ensure that the materials arrive in a safe and timely fashion. Competitors are responsible for all shipping charges and insurance for their submissions. Submissions received later than the submission time and date will be disqualified. We encourage competitors not to wait for the last minute to ship their materials.

Entrants may seek further clarification of the information presented here by submitting questions to us via the e-mail address indicated in the "Welcome" section of these instructions. No questions may be addressed to members of the jury or other individuals associated with the competition. All questions must be received by the Competition Coordinator no later than 5:00 pm Pacific Standard Time on February 25, 2003. Any changes to this document resulting from answers to the questions will become part of the competition instructions. All questions, answers, and resulting program clarifications will be emailed to the competitors.

Jury

A panel of seven design professionals and community members will jury the competition. Four panel members will be from outside the Portland community; three will be from the Portland community. The Jury will base its judgment on their own expertise, the work submitted by the competitors, the information contained in the competition document, and any questions and answers that arise during the judging process.

The jury will be instructed to rank-order the design teams in its recommendation to the Board of Portland Aerial Transportation, Inc.

The firms, partners, and professional associates of the jurors are enjoined from participating in the competition. If it is determined that a competitor is in any material way related to a juror, that competitor's project will be disqualified. If a juror is found to

be knowingly involved in any material way with a submission, the juror will be replaced at the discretion of the professional advisor.

An alternate selected by the Competition Advisor, the Competition Coordinator and the sponsor may replace jury members who cannot attend each meeting of the jury. The Competition Advisor will manage jury meetings to ensure impartial enforcement of the competition's regulations and intentions. Representatives of the sponsor may also attend jury meetings as observers. It is anticipated that the jury presentations will be open to the public although there will be no opportunity for public comment or questions in the presentations. If the jury deadlocks, the Competition Advisor will cast the tie-breaking vote.

Jurors:

Local Jurors

- Robert Frasca – ZGF Architects
- Brad Cloepfil – Allied Works Architecture
- Diana Snowden-Goldschmidt

Selection Criteria

The selection criteria that the jury will use to evaluate the teams will include in no particular order or ranking:

- The experience of the team in working on unique, complex structural, architectural and urban design problems.
- How well the team understands the design problem.
- How well the team understands the design context (The Hill, South Waterfront, South Portland, and Portland)
- How the team would propose to engage the community in the schematic design process
- The quality of the team's initial design concepts and ideas.

If teams include a local firm, the specific firm included will not be a criteria used by the jury in making their recommendation.

Stipend

Participants will receive a stipend of $35,000 to defray their expenses. The sponsors will not reimburse the finalists for any expenses beyond these funds with the exception of a $1000 honorarium for speaking at an AIA sponsored lecture during the competition. Stipends will be distributed as follows: 50% upon attendance at the Pre-Competition Site Visit and 50% upon submission completed competition package. Should a finalist fail to submit a fully developed proposal (with all the required presentation materials) by the specified date, they will not be entitled to the $35,000 payment and must return any of the funds that have been disbursed.

No other awards are associated with this competition. And, while PATI intends to select its design team through this competition process, neither finalist status nor rank ordering of the final submissions is a guarantee of any contract for services between PATI and any finalist (see "Selection of an Architect" below).

Rules

Everyone involved with this competition must comply with the conditions and procedures laid out in these instructions. Failure to do so will lead to immediate elimination from the process.

Return of Entries

All competition materials become the property of the competition sponsor under the terms laid out in the section "Ownership and Copyright," and will not be returned.

Ownership and Copyright

All drawings, photographs, photocopies, and other physical materials submitted to the competition become the property of Portland Aerial Transport Incorporated, and may be retained for archival purposes and possible exhibition and publication (see Exhibition and Publication). The competitors retain copyright to their materials, and PATI and its assigns will make every effort to ensure that any material it publishes associated with this competition properly credits the entrant(s).

Exhibition and Publication

PATI may exhibit the materials from this competition, release information from the competition to the media, and use parts (or all) of the competition materials in future publications related to the competition. Since PATI retains ownership of all competition materials (see Ownership and Copyright), they reserve the right to utilize them in any publication or promotional endeavor in perpetuity and without compensation to the entrants.

Disqualification

No partner, associate, or employee of any jury member may participate in the competition, nor may any jury member compete in association with, advise, or assist a competitor in any way. Each competitor may make only one submission. No competitor or competition team may be a member of another competition team.

The Competition Advisor may invalidate any entries that: arrive after the deadline or are incomplete in any significant fashion.

Entrants who fail to observe the provisions in these rules will be declared ineligible and the jury shall be so informed by the competition advisor. The sponsor's decision in respect to any such disqualification shall be final and binding on all parties.

Disputes

The jury, by a majority vote, has the sole authority and responsibility to recommend a winner at the end of the competition. The Competition Advisor in consultation with PATI will resolve any disputes.

Selection of a Design Team

PATI hopes to select a design team as a result of this competition process. After the jury has rank ordered the competition submissions and made its recommendation to the PATI Board, the top-ranked team will be invited to enter into contract negotiations to prepare schematic designs for the tram and its components. Should those negotiations prove unsuccessful, PATI may choose to open negotiations with the second-ranked team, and so on, until an agreement can be reached. However, PATI retains the right to cancel negotiations at any time and participation in the competition is by no means a guarantee (or even a suggestion) of any contractual obligation between PATI and any participant.

EXHIBIT 2

PROJECT SCHEDULE

OHSU/SOUTH WATERFRONT AERIAL TRAM DESIGN COMPETITION

PORTLAND AERIAL TRANSPORTATION, INC.

JANUARY 8, 2003

Preliminary Competition Schedule

January 8, 2003

Event	Date
Interviews with 7 firms	Dec 5-6
PATI Board decision on final 4 competitors	Jan 3
➢ Notification of final competitors ➢ Transmittal of competition program and background materials to competitors ➢ Arrange for transmittal of competition fees to competitors	Jan 3-6
Mandatory "pre-competition" field visit[1] Competitors identity "teams"[2] Team briefing on scope of design problem; context	Jan 23-24
Competition begins	**Jan 25**
➢ Mandatory Portland Visit – Firm 1 – AIA Lecture[3]	Jan 30
➢ Mandatory Portland Visit – Firm 2 – AIA Lecture	Feb 6
➢ Mandatory Portland Visit – Firm 3 – AIA Lecture	Feb 13
➢ Mandatory Portland Visit – Firm 4 – AIA Lecture	Feb 20
Competitors submit materials	Mar 24
Jury convenes – Competitors presentation; Jury develops recommendation to PATI Board	Mar 28
PATI Board receives recommendation on final team; authorizes transmittal of recommendation to City Council	Apr 2
Presentation to City Council on winning team; request authorization to enter into contract for schematic design	Apr 9
PATI negotiate contract for schematic design with winning team	Apr 10 - 21
Begin Schematic Design Process	May 1
Complete Schematic Designs	Oct 1, 03
Present Schematic Design to Council	Oct 8, 03

[1] This will be a two day, extensive briefing of the scope of the design problem and its context. The briefings will be conducted by PATI officials, City officials, OHSU officials, key property owners, and other individuals. It is anticipated that there will also be a public information session held during the two days.

[2] Competitors will need to have identified all team members before the January 23-24 field briefing. However, competitors will not be allowed to add either of the two international tram manufacturers to their teams. Those companies may be contacted for information but may not be included in any design team. It is anticipated that PATI will enter into a Construction Management General Contractor (GMGC) contract at the completion of schematic designs and that the CMGC contractor will bid the subcomponents of the system including the tram hardware to the manufacturers.

[3] The American Institute of Architects is organizing a lecture series around the four competitors. You will each be asked to do a public lecture in that series. PATI will reimburse each competitor one plane fare for that event although it is expected that the teams will want to take advantage of this trip to do your own additional research in the community. PATI does not expect to organize any other formal events during this trip so its literary will be entirely up to the teams.

ORDINANCE No. 177185

*Agreement with Portland Aerial Transportation, Inc. for services related to a design competition for the OHSU/South Waterfront Aerial Tram. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City Council, on November 13, 2002, adopted Resolution No. 36112 approving the Design Development Phase work program for the OHSU/South Waterfront Aerial Tram, including the proposed approach for an international design competition. The resolution also committed $150,000 in City funds to help support the design competition process.

2. Portland Aerial Transportation, Inc. (PATI) has been recognized as the project sponsor for the OHSU/South Waterfront Aerial Tram by the City Council in Resolution 36071, adopted on May 23, 2002.

3. PATI has raised and committed $175,000 to help fund the design competition, which has a total anticipated budget of $325,000.

4. The City will derive significant cost savings and benefit from entering into a contract with PATI because of the commitment by PATI to fund over half of the design competition costs.

5. The City and PATI have negotiated an agreement for professional services, attached as Exhibit 1, that details the services and funding amounts to be provided. The City funding for the project will not exceed $150,000 or 46.15% of the total project cost, whichever is less.

6. Funding for the design competition will be provided from funds identified specifically for support of the North Macadam Urban Renewal Area. The funding sources are Portland Office of Transportation System Development Charges ($75,000) and Portland Development Commission Tax Increment Financing ($75,000).

NOW, THEREFORE, the Council directs:

a. The City Council waives Chapter 5.68 of City Code and authorizes the Commissioner of Public Utilities and the Auditor to execute an agreement,

substantially in accordance with the Agreement attached to the original of this Ordinance, and by reference made a part thereof.

b. The Mayor and Auditor are hereby authorized to draw and deliver checks to Portland Aerial Transportation, Inc., chargeable to the Transportation Fund.

c. The City's Project Manager is hereby authorized to agree to and execute, on behalf of the City, any amendment, which does not increase the amount of the Agreement.

Section 2. The Council declares that an emergency exists because a delay in executing the agreement will result in significant delays to the design competition process, which has already been initiated; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, JAN 0 8 2003

Mayor Vera Katz
Commissioner Jim Francesconi
Matt Brown:slg
December 23, 2002
Tram Design Comp 010803.doc

GARY BLACKMER
Auditor of the City of Portland
BY Susan Parsons
DEPUTY

file

PORTLAND OFFICE OF TRANSPORTATION
COUNCIL CALENDAR ITEM

Council Calendar No. _____

Submitted for Council Consideration on: January 8, 2003 Regular Agenda Time Certain 10:00 a.m.

DESCRIPTION: This ordinance is a follow-up to a Council Resolution passed 11/13/02 (#36112) which approved the Design Development Phase and committed $150,000 to a design competition. The ordinance executes a contract with Portland Aerial Transportation, Inc. (PATI) and provides for the sources of the City's share of funding.

BACKGROUND: A design competition for the tram has been seen as a key component in ensuring that the tram meet the highest standard for design excellence, attract innovative and creative minds in tackling a difficult problem, and energizing the Portland community around a significant project. PATI has been working on the design competition process for the last 6 months, hiring a competition manager, identifying potential competitors, and, by the time this contract comes to Council, narrowing the field of competitors down from 15 to the final 4.

ISSUES: This is a sole source contract and requires Council to waive the purchasing requirements of City Code section 5.68.

No local firms were invited to participate directly in the design competition. The original list of 15 firms identified for the competition was developed by Reed Kroloff, the former editor-in-chief of Architecture Magazine and the person hired by PATI to manage the design competition process. Mr. Kroloff used his experience and contacts to identify the firms, both nationally and internationally, that best fit the scope of the project and met PATI's and the City's goals of design excellence.

Funding for the City's share of the costs for the design competition will come from PDOT, through System Development Charge (SDC) revenues, and PDC, through North Macadam Tax Increment Financing (TIF).

Agreement has not yet been reached on two critical areas for the tram. First, the City has not yet resolved the ownership issues related to the tram, although there appears to be some willingness to accept the tram into public ownership subject to certain conditions. Second, no funding agreements have been reached with OHSU, River Campus Investors (RCI), North Macadam Investors (NMI), or other stakeholders related to the construction and operations of the tram. These agreements should be in place and ready for public review by March 2003, as part of a development agreement between PDC and OHSU, RCI, and NMI.

POTENTIAL PROBLEMS: A sole source contract with PATI may raise some issues with the public and/or Commissioners. However, PATI has committed 50% of the project funding, and there are no other contractors out there that could offer the City a similar deal.

Some local firms may feel shut out of the process, and could complain about the lack of inclusivity. It will be important to note that local firms will, in fact, have opportunities to participate in the design of the tram as the selected design competitors, and ultimately the winning design team, will require local assistance. Also, the competition process has been informally vetted with architects and other design professionals around the City and has been met with strong support.

Public testimony will likely center on funding for the contract, and the lack of available funding elsewhere in the City to meet basic needs. It will be important to point out that the two sources of funds being used have been earmarked specifically for South Waterfront/North Macadam. PDOT SDC's have been budgeted in the amount of $4.8 million to support infrastructure development in North Macadam, and PDC TIF can only be used in North Macadam. Neither source can be legally used to fund other operating/maintenance expenses and do not take away from the City's ability to provide basic services.

RECOMMENDATION: Pass Ordinance

___ Can be delayed _ week(s), if necessary

___ Should be filed this week.

_x_ Must be filed this week.

Fiscal Review by TN

_____No impact at fund level

___X__Impact on Fund

_____

Contact Person Matt Brown, Project Manager will attend Council session.

Phone No. 503-823-7027

City of Portland

BUDGET/FINANCIAL COUNCIL ACTION IMPACT STATEMENT

INITIATOR'S SUMMARY OF COUNCIL ACTION (Deliver original to Financial Planning Division. Retain copy).

1. Name of Initiator	2. Interoffice Mail Address	3. Telephone No.	4. Bureau/Office/Dept.
Matt Brown, Project Manager	106/800	503-823-7027	PDOT/BTE&D/PMD

5a. To Be Filed (date)	5b. Calendar (Check One)			5.Date Submitted to OMF Budget Analyst:	6. Fund Name & Number
January 8, 2003	**REGULAR** ☒	Consent ☐	4/5ths ☐	January 2, 2003	Transportation Fund

Please check appropriate box and list dollar amount.
If using electronic MS Word Version, underline appropriate category and type and list dollar amount after. (Opt.)

Category 1 No financial Impact [ ]

Category 2 Routine and Budgeted Items [ ]

- ☐ Contracts
- ☐ Grants
- ☐ Call for bids on purchasing contracts
- ☐ Reports to Council regarding completion of projects
- ☐ Annual Supply Contract
- ☐ Claims payment under $15,000
- ☐ Creation of a Local Improvement District
- ☐ Other

Category 3 Non-Routine or Unbudgeted Item [X] $150,000.00 (not-to-exceed)

SUMMARY OF ACTION: In concise terms, describe what is to take place through the enactment of this council action. Where applicable, narrative should include answers to the following questions. Add space as necessary below each question. Multiple page responses are acceptable if necessary to answer all relevant questions.

A. What action(s) is proposed?
The proposed ordinance and contract with Portland Aerial Transportation, Inc. (PATI) will fund a design competition for the aerial tram. The primary focus of the work will be on a selection process for four design teams to participate in the competition, the management of the design competition, and a community process built around the competition itself.

B. Who will be affected by the proposed action? (List other City bureaus? Citizens? The business community?)
This action will primarily affect PDOT and PDC within the City, as these two agencies are the City's funding agencies for this action. The results of this work may lead to or inform future agreements with OHSU and North Macadam developers/property owners on the aerial tram. Also, the work will attract intense citizen interest, especially relating to the design ideas that are generated by the competition.

C. What will the action cost? In this fiscal year? Subsequent year(s)? How much revenue will it generate? In this fiscal year? In subsequent year(s)? If there are indirect costs or future commitments implied as a necessary accompaniment or result of this action, include an estimate of these costs even if the action does not formally authorize any expenditure.
The total cost of the work proposed for this effort is $325,000. The City will fund up to $150,000, with the contractor (PATI) assuming the cost of the remaining portion of the work. This action does not imply any future commitments, but may inform ongoing and future negotiations surrounding the aerial tram. The intent of the design competition is to identify the preferred design team for performing further work on the aerial tram; however, further design work will depend on successful negotiations with the design team and will be subject to appropriation.

D. Is the cost included in the current year's budget? If so, which Fund or AU? If not, identify funding sources and amounts -i.e., interagency, contingency/unforeseen, grants, administrative transfer, etc.
This cost is not included in this year's budget. However, there are funding sources available to fund this work. 50% of the City's cost (up to $75,000) will come from PDOT System Development Charges (SDCs), and 50% (up to $75,000) will come from Portland Development Commission funds allocated to the North Macadam Urban Renewal Area. PDOT will pay PATI directly for 100% of the City's share and bill PDC for its share of the City contribution. PDC funds will be provided out of contingency and/or cost savings in the Bond Avenue engineering budget, which is part of an Interagency Agreement with PDOT for FY 02/03.

E. What alternatives to this action have been explored?
None.

APPROPRIATION UNIT HEAD (Typed name and signature)

L David Hill, Acting City Engineer

Brant Williams, Director, Office of Transportation

Tram Design Comp 010803.doc