

ORDINANCE No. 179 222

*Amend contract with Portland Aerial Transportation Inc. to provide construction administration, peer review, and project management services and to accept the assignment of contract with agps architecture for the Portland Aerial Tram project (Ordinance; amend Contract No. 35021)

The City of Portland ordains:

Section 1. The Council finds:

1. The City Council, on January 8, 2003, approved Ordinance No. 177185, authorizing a contract with Portland Aerial Transportation, Inc. (PATI) for a design competition for the Portland Aerial Tram. The Design Competition for the Portland Aerial Tram resulted in the selection of agps architecture as the architect for the project.
2. City Council approved Ordinance No. 177797 on August 14, 2003 authorizing a Contract #35021 between the City and PATI. The contract provides for design, project management, and expert advisory services for the Portland Aerial Tram for the Schematic Design and Design Development phases of project engineering and design.
3. City Council approved Ordinance No. 178482 on June 10, 2004, amending Contract #35021 between the City and PATI to extend design, project management, and expert advisory services for the Portland Aerial Tram through the Construction Document phase of the project.
4. The City and PATI have negotiated an amendment to their agreement for professional services that will carry the Portland Aerial Tram project through the construction phase of the project. The amendment, attached as Exhibit A, details the services to be provided. The City funding for the project will amount to 18.18% of the total project cost, and OHSU will fund the remaining 81.82%.
5. During the construction phase of the project, the City will require direct services from the project designer, agps architecture, to ensure that the tram construction contracts are properly supported by the City and its consultants. PATI has passed a Board resolution authorizing the assignment of the contract with agps architecture to the City at the City's request.
6. Compensation allowed under this agreement has been increased to a maximum amount of \$3,945,548. This increased compensation reflects the initiation of the construction administration phase of design (\$676,301.00), extension of project management services (\$90,000.00), extension of tram expert advisory services (\$77,000.00) and provision of peer review services (\$50,000.00) for a total compensation increase of \$893,301.00.

7. Funding for the City's share of the services described in Exhibit A is provided by the Portland Development Commission through an Intergovernmental Agreement with PDOT.

NOW, THEREFORE, the Council directs:

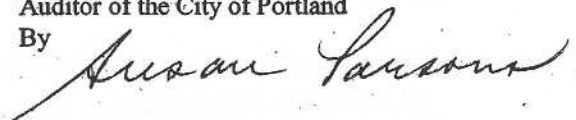
- a. The Mayor and Auditor are hereby authorized to execute a contract in substantial conformance with the contract attached as Exhibit A to this Ordinance.
- b. At such time as the City requests the assignment of Portland Aerial Transportation, Inc.'s contract with agps architecture, the Mayor and Auditor are hereby authorized to accept the assignment of PATI's contract with agps architecture, contingent on approval of the contract as to form by the City Attorney.
- c. The Mayor and Auditor are hereby authorized to draw and deliver checks to Portland Aerial Transportation, Inc., chargeable to the Transportation Fund.
- d. The City's Project Manager, with concurrence from the City's Purchasing Agent, 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 delays in the delivery of the Portland Aerial Tram Project will adversely affect development progress in South Waterfront and will force the City to miss contractual deadlines for project delivery; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, APR 28 2005

Mayor Tom Potter
Prepared by: Matt Brown:slg
April 7, 2005
PATI Ordinance 040605.doc

GARY BLACKMER
Auditor of the City of Portland
By



DEPUTY

MAY 17 2005

EXHIBIT A

**CONTRACT NO. 35021
AMENDMENT NO. 2
AGREEMENT FOR PROFESSIONAL SERVICES**

This Amendment modifies the Agreement for Professional Services (City Contract No. 35021) between the City of Portland, Office of Transportation ("City") and Portland Aerial Transportation, Inc. ("PATI") dated September 15, 2003.

AGREEMENT

This Amendment supercedes Amendment No. 1 dated June 28, 2004 in its entirety.

Section 3. COMPENSATION

REFERENCE: The paragraphs 1,2 and 3 of the original Agreement are hereby deleted in their entirety and replaced with the following:

The Total Maximum Compensation for performing the Professional Services as outlined in Section I of Exhibit I is \$3,233,548.00. In addition, up to \$75,000.00 in reimbursable expenses inclusive of a 1.1 multiplier are authorized hereunder. Actual final compensation will be determined as stipulated in Exhibit 4. At the request of the City, Contractor has not requested additional fees associated with value engineering at this time. City and Contractor agree that the maximum amount of these fees is as follows:

Value Engineering	\$ 67,602.00 (actual)
Value Engineering to 50% CD's	\$248,665.00 (estimated and not to exceed)

It is the intent of the City and Contractor to compress payment of these value-engineering fees within the Total Maximum Compensation to the maximum extent possible. If authorized contract billings in total, inclusive of the above value-engineering fees, are anticipated to exceed the Total Maximum Compensation stated above then another contract amendment will be executed to increase Total Maximum Compensation sufficient to compensate Contractor for all authorized and incurred costs of performing work under this Agreement.

The Total Maximum Compensation for carrying out the Expert Tram Advisory Services outlined in Exhibit 1 shall not exceed \$137,000.00 including labor and direct expenses.

The Total Maximum Compensation for carrying out the Project Management Services Scope of Work outlined in Exhibit 1 shall not exceed \$400,000.00 inclusive of direct expenses.

The Total Maximum Compensation for carrying out Peer Review Services outlined in Exhibit 1 shall not exceed \$100,000.00 inclusive of direct expenses.

Section 5. EFFECTIVE AND TERMINATION DATES

The termination date for this Agreement is hereby extended to December 31, 2006.

Exhibits.

Exhibits No. 1, 2, 3 and 4 of the original contract are deleted in their entirety and replaced with the attached Exhibits 1, 2, 3 and 4.

ALL OTHER PROVISIONS OF THE AGREEMENT REMAIN UNCHANGED.

AMENDMENT NO. 1, AGREED THIS ___ DAY OF APRIL 2005.

Portland Aerial Transportation, Inc.

City of Portland

By: Mike Lindberg
Mike Lindberg, President

By: Tom Potter
Tom Potter
MAYOR

Attest: Gary Blackmar
City Auditor

APPROVED BY
Tom Potter
MAYOR

LIST OF EXHIBITS

EXHIBIT 1	Scope of Work for Professional Services
EXHIBIT 2	Estimated Cost
EXHIBIT 3	Schedule
EXHIBIT 4	Basis of Fee Calculation

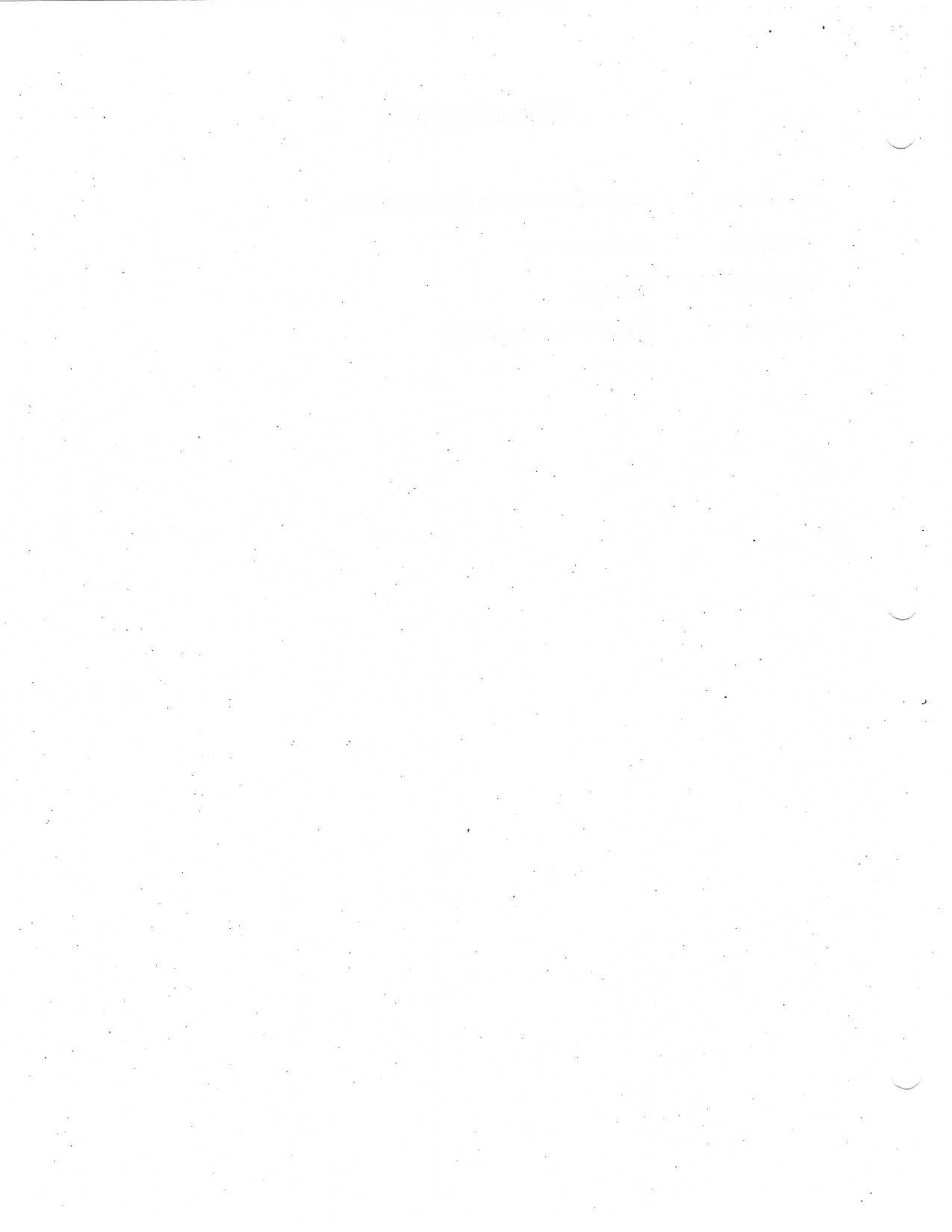


EXHIBIT 1
PORTLAND AERIAL TRANSPORTATION, INC.
SCOPE OF WORK FOR PROFESSIONAL SERVICES

April 27, 2005

SECTION I – DESIGN & CONSTRUCTION SERVICES

PROGRAM ELEMENTS: There are three distinct but interrelated design programs to be carried out under the contract for Professional Services. These are:

- **Tramway:** This element includes the base terminal station in South Waterfront, Gibbs Street between SW Moody and SW Bond Avenues, the intermediate support tower, the upper terminus and connection to the OHSU Patient Care Facility. This work includes design of all tram components in conjunction with the supplier who will be chosen through an alternative contracting process during schematic design.
- **Pedestrian Bridge:** This element is for the design of a pedestrian bridge crossing Interstate 5 within the extended right-of-way of SW Gibbs Street. For purposes of this work, the existing 60-foot right-of-way will be augmented by dedication of 25-foot easements on either side.
- **SW Gibbs Street Corridor:** This element includes the design of those portions of SW Gibbs Street between SW Macadam Avenue and the Willamette Greenway excepting only the section between SW Moody and Bond Avenues included in the tramway element. For purposes of this work, the existing 60-foot right-of-way will be augmented by dedication of 25-foot easements on either side.

PHASING: This contract for Professional Services is phased to accommodate funding uncertainties with respect to the pedestrian bridge and SW Gibbs Street Corridor as outlined below:

- **Tramway:** Completion of Bidding Phase
- **Pedestrian Bridge:** Completion of Schematic Design
- **SW Gibbs Street Corridor:** Completion of Schematic Design

WORK EFFORT & PRODUCTS:

Project Administration Services

The Contractor shall manage the Contractor's services and administer the Project Design Team. The Contractor shall consult with the City, research applicable design criteria, attend Project meetings and issue progress reports. The Contractor shall

coordinate the services provided by the Contractor and the Contractor's consultants with those services provided by the City and its consultants.

The Contractor shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget, and aesthetics in development the design for the Project.

The Contractor shall submit design documents to the City at intervals appropriate to the design process for purposes of evaluation and approval by the City. The Contractor shall be entitled to rely on approvals received from the City in the further development of the design.

The Contractor shall assist the City in connection with its responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

Evaluation of Budget

The Estimated Cost of the project, not inclusive of tramway equipment, is established in Exhibit 2. As the design progresses through the end of the Construction Documents, the Contractor, through its consultants, shall update and refine the estimate of the cost of the work. The Contractor shall advise the City of any adjustments to previous estimates of the cost of the work. If at any time the Contractor's estimate of the cost of the work exceeds the City's budget, the Contractor shall make appropriate recommendations to adjust the Project's size, quality, or budget.

Evaluations of the City's budget for the Project and updated estimates of the cost of the work represent the Contractor's consultant's judgment as design professionals familiar with the construction industry. Neither the Contractor, nor Contractor's consultants can warrant or represent that bids or negotiated prices will not vary from the City's budget for the project or from any estimate of the cost of the work prepared or agreed to by the Contractor.

Schematic Design

The Contractor shall provide Schematic Design Documents based on the mutually agreed upon program, schedule, and budget for the cost of the work. The documents shall establish the conceptual design of the project illustrating the scale and relationship of the project components. The Schematic Design Documents shall include a site plan and preliminary building plans, sections, and elevations, as well as study models. Preliminary selections of major building systems and construction materials shall be included. A Schematic Cost Estimate will be prepared by a Cost Estimator at the conclusion of the Schematic Design phase.

Design Development

The Contractor shall provide Design Development documents based on the approved Schematic Design documents and updated budget for the cost of the work. The Design Development documents shall illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development documents shall include specifications that identify major materials and systems and establish in general their quality levels. An updated Cost Estimate will be prepared by a Cost Estimator at the conclusion of the Design Development phase.

Construction Documents

The Contractor shall provide the City Engineer with a stamped, signed and approved set of Construction Documents based on the approved Design Development Documents and updated budget for the project. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project. The Contractor also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications.

Value Engineering

The Contractor shall conduct a value engineering review of the 50% Construction Documents to identify potential cost saving measures at the Upper Station, Intermediate Tower and Lower Station for consideration. Consideration shall be given to alternative materials for the supporting structures, as well as, possible relocation of the Upper Station eastward.

Value Engineering Implementation

The Contractor shall implement the following value engineering measures and bring plans incorporated these measures to the 50% Construction Document milestone:

- Change the steel frame stair/elevator core at the Upper Station to concrete.
- Reduce the height of the Lower Station canopy and restore the basement equipment area to original size.

Construction Procurement Services

The Contractor shall assist the City in obtaining negotiated proposals and shall assist the City in awarding and preparing contracts for construction.

The Contractor shall evaluate bids and proposals and prepare recommendations of bid award to the assist the City in its negotiations with prospective or selected contractors.

Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

If requested by the City, the Contractor shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The City shall pay directly for the cost of reproduction or shall reimburse the Contractor for such expenses.

If requested by the City, the Contractor shall organize and participate in selection interviews with prospective contractors.

Construction Administration

Contractor shall provide such Construction Administration Services as may be mutually agreed upon between the Contractor and City on a time and materials basis.

Changes in Services

Changes in the Scope of Work under this Agreement may become necessary for unforeseen reasons or circumstances. No work related to such changes shall be performed and no expense shall be incurred by the Contractor or its consultants prior to obtaining written agreement from the City regarding adjustment, if any, to compensation or schedule.

PROJECT DELIVERABLES

I. Submittal Milestones

1. 50% Schematic Design- Progress Review
2. 100% Schematic Design
3. 50% Design Development - Progress Set
4. 100% Design Development
5. 50% Construction Documents
6. 90% Construction Documents
7. 100% Construction Documents

II. Submittal Standards by Design Planning Phase

A. SCHEMATIC DESIGN

1. Program

Program list with BGSF per program area

2. Architectural
 - a) All Plans in imperial scale at 1/8" or appropriate scale
 - b) Other detailed plans as needed to verify critical areas
 - c) Building sections
 - d) Building elevations
 - e) Preliminary building materials
 - f) Preliminary connection through Patient Care Facility to and including Sam Jackson Square, if approved under separate scope of work
 - g) Present study models and renderings as necessary (all of which whose Ownership will be retained by the Contractor)
 - h) Preliminary design strategy for tram car, produced in dialog with tram car supplier
3. Specifications
Tram System Narrative
4. Landscape Design
 - a) Preliminary Landscape plan where applicable within the Gibb street right of way
 - b) Preliminary exterior lighting plan
 - c) Landscape narrative
5. Structural
 - a) Preliminary Structural Scheme
 - b) Narrative Analysis of system
6. Civil Engineering
 - a) Site plan
 - b) Preliminary topographic plans and grading design
 - c) Preliminary upper and lower terminus site coordinated with existing buildings, roads, utilities, etc.
7. Mechanical: Plumbing/Piping
 - a) Diagrams of Proposed Systems
8. Mechanical: HVAC
 - a) Diagrams of Proposed Systems
9. Electrical: Power Distribution
 - a) Diagrams of Proposed Systems, including Diagram of Normal and Emergency Power Distribution Systems
 - b) Panel(s) location
10. Cost Estimate

- a) Prepare cost estimate
- 12. Project Schedule
Assist PATI in reviewing Preliminary Project Schedule
coordinating all activities

B. DESIGN DEVELOPMENT

- 1. Program Verification
 - a) BGSF per project area
- 2. Architectural
 - a) Life Safety Plan complete. Preliminary plan prepared and reviewed by local fire authorities
 - b) Floor Plans; (scales as necessary)
 - c) Building Sections
 - d) Exterior Building Elevations
 - e) Interior Elevations
 - f) Reflected Ceiling Plans
 - g) Materials for exterior and public area interiors
 - h) Connection through Patient Care Facility to and including Sam Jackson Square, if approved under separate scope of work, including all fire assemblies as necessary
 - i) Present study models and renderings as necessary (all of which whose Ownership will be retained by the Contractor)
 - j) Line diagram for sprinkler layout
 - k) Line diagram for voice / data in conjunction with manufacturer specifications
 - l) Design development for tram car, produced in dialog with tram car supplier
- 3. Interior Design of Public Areas
 - a) Built-in Casework defined as to type, quality/ finishes, as necessary
 - b) Room finish schedules
- 4. Specifications
 - a) Outline: All Construction Specifications Institute Sections. Preliminary specifications for basic materials, systems and special finishes
 - b) Manufacturer's Cut-Sheets on plumbing, mechanical and electrical equipment, including light fixtures
 - c) Updated System Narrative of mechanical, electrical plumbing and fire protection
- 5. Civil Engineering

- a) Site improvement, utility, grading/drainage, erosion control plans
 - b) Vehicular/emergency/service access
 - c) Upper and lower terminus site coordinate with existing buildings, roads, utilities, etc.
6. Landscape Design
- a) Planting and general layout plans
 - b) Coordinate site lighting with electrical
7. Structural
- a) Structural Sections
 - b) All Floor Framing Plans
 - c) Preliminary Calculations, Investigation and/or regulatory requirements.
8. Mechanical
- a) Piping Plans
 - b) Life Cycle Cost Analysis (as required)
 - c) Preliminary Calculations
 - d) One Line Duct Layout Complete
 - e) Equipment List 100% Complete
 - f) All Equipment Located
9. Mechanical: Fire Protection
- a) Location of Risers, pressure and flow
10. Electrical: Lighting
Exterior Building Lighting Design
- a) Interior Building Lighting Design
11. Electrical: Power Distribution
- a) Equipment Layout sizes
 - b) Power Riser Diagram
 - c) Load Calculations/Estimates
12. Fire Detection System
- a) Device locations
 - b) Panel locations
13. Cost Estimate / Schedule
- a) Provide cost estimate for design completed.
 - b) Assist City in reviewing Preliminary Project Schedule coordinating all activities

C.

CONSTRUCTION DOCUMENTS

1. Notice to Proceed

Prior to commencing work on the construction document phase, the Contractor shall have received written notice from the City that the Design Development products have been received and approved as consistent with this Scope of Services and previously approved design products.

2. Drawings

The Contractor shall provide a highly defined, thorough, well-conceived and complete set of final drawings and architectural/engineering calculations for the Project. The drawings shall include, but are not necessarily limited to, plans, sections, elevations, and details coordinating all building systems. The drawings shall coordinate all architectural and engineering disciplines, including the tramway equipment interface and equipment, in sufficient quality and detail to allow for construction and accurate bidding of the project.

3. Specifications

The Contractor shall provide specifications setting forth in detail the requirements for construction of the Project, exclusive of the tramway equipment beyond the equipment interface or points of attachment. The specifications will be compiled and formatted to supplement the City's Standard Specifications for Construction.

4. Cost Estimate

The Contractor shall provide a final estimate of construction cost to assist City in negotiation of the final construction contract price.

D. VALUE ENGINEERING

The Contractor shall provide concept level drawings and sketches of value engineering measure sufficient to produce estimates of potential cost savings. Contractor shall provide cost savings estimates for each value engineering measure proposed.

E. CONSTRUCTION PROCUREMENT SERVICES (BIDDING)

The Contractor shall provide to the City such documentation, memorandums and information as may be necessary to carry out the scope of work outlined herein.

F. CONSTRUCTION ADMINISTRATION

The Contractor shall provide such Construction Administration Services and work products as may be mutually agreed between Contractor and City.

SECTION II – EXPERT TRAM ADVISORY SERVICES

Contractor shall provide for the services of a qualified tramway engineer to serve as an expert advisor to the City and Contractor through the Schematic Design, Design Development, Construction Documents and Construction Administration Phases of the project. The work to be performed by the expert advisor includes:

- Review of the adequacy and quality of information received from the Tramway Equipment Supplier regarding all technical aspects of the project.
- Advise the City and Contractor on regarding appropriate technical specifications for the project.
- Review cost estimates provided by the Tramway Equipment Supplier and Contractor.
- Advise the City and Contractor on issues related to equipment delivery schedules and lead-time requirements.
- Provide such quality assurance/quality control progress reviews of tramway equipment manufacture and installation as may be requested by PATI or the City Project Manager.
- Provide on-site review and observation of tramway commissioning and acceptance procedures.
- Provide such other advisory services as the City Project Manager and/or PATI shall request within the limits of the compensation provided for in this Agreement.

SECTION III - PROJECT MANAGEMENT SERVICES

Contractor shall provide Project Management Services as required for completion of the Schematic and Design development Phases of the Project. This work includes:

- Management and oversight of the Design Services identified in Section I.
- Management and oversight of Expert Tram Advisory Services identified in Section II.

- Development of a "Request for Proposals" (RFP) document consistent with procurement policies of the City for selection of a General Contractor/Construction Manager.
- Assist City in formation of a Contractor Selection Committee to be appointed by the Commissioner-in-Charge. Manage all communications and administrative matters related to the committee. Develop appropriate rating materials and scoring methodology for the committee.
- Assist City in securing air rights leases as required over Oregon Department of Transportation facilities.
- Determine and resolve issues related to the regulatory and permitting requirements for the Project.
- Assist City with on-going management, coordination, funding, design, operations planning, and contract preparation as directed by the City Project Manager.
- Provide on-going support for the Contractor's volunteer Board of Directors.
- Provide for normal and customary administrative functions of the Contractor.

SECTION IV - PEER REVIEW SERVICES

Contractor shall provide for the services of such professional experts, to provide peer review of architectural/engineering calculations, specifications and drawings, as the City Engineer may determine necessary. The Contractor, working in conjunction with the Contractor's consultants and such professional experts, will assist City in resolution of any issues arising from peer review. In addition to peer review services, the contractor shall provide such other expert services as may be requested by the City Engineer to facilitate implementation of the project.

**Exhibit 2
Estimated Cost**

PROGRAM ELEMENT	ESTIMATED COST
Tram	\$16,175,921
Pedestrian Bridge	\$ 3,618,424
SW Gibbs Street Corridor	<u>\$ 2,634,618</u>
TOTAL	\$22,428,963

**EXHIBIT NO. 3
AMENDMENT NO. 2**

April 1, 2005	Pre 50% Construction Documents-Plate Steel Submittal
April 7, 2005	Design Review Presentation
April 11-14, 2005	PATI/Garaventa/Arup/agps Workshop in LA
April 14, 2005	Garaventa/Doppelmayr sign-off
April 22, 2005	50% Construction Documents Revised Submittal -Drawing Set, Specifications, Calculations -Send to Kiewit for Excavation Bidding -Send to Kiewit for Shoring Bidding
April 25, 2005	50% CD Peer Review Start
May 6, 2005	50% CD Peer Review Comments back to Arup
June 20, 2005	100% Construction Documents Submittal -Drawing Set, Specifications, Calculations -Send to Kiewit for Bidding
June 21, 2005	100% CD Peer Review Start
June 30, 2005	agps/garaventa cabin meeting
July 6, 2005	100% CD Peer Review Comments back to Arup
July 20, 2005	Final 100% Construction Document Set Issued for construction

**EXHIBIT 4
BASIS OF FEE CALCULATION**

DEFINITIONS:

Architect: "Architect" as used herein refers to the Contractor's consultant architect responsible for overall design of the project.

Consultant: "Consultant(s)" as used herein refers to the architect's consultants.

FEE BASIS:

Probable cost estimates for each of the three Program Elements (tramway, public plaza, & pedestrian bridge) are contained in Exhibit 2, Estimated Costs. The Estimated Cost indicated for the Tram does not include the cost of the supply and installation of tramway equipment by Doppelmayr-CTEC for purposes of the following fee calculation methodology:

The Maximum Total Compensation (MTC) due Architect under this contract shall not exceed 9% of the total estimated construction cost pro-rated to the project phases of as follows:

Schematic Design	15% of MTC
Design Development	20% of MTC
Construction Documents	40% of MTC
Bidding/Negotiation	3% of MTC
<u>Construction Administration</u>	<u>22% of MTC</u>
Total	100%

The Maximum Total Compensation (MTC) due consultants under this contract shall not exceed 8% of the total estimated construction cost pro-rated to the phases of the project as shown above exclusive of Doppelmayr Interface Fees. Fees for each phase and program element shall not exceed those shown on the attached fee schedule.

DOPPELMAYR INTERFACE FEES:

Fixed fees for the Architect and Consultants for coordination with Doppelmayr-CTEC are established in the Fee Schedule. The Doppelmayr Interface Fee is compensation for coordination and design interface between the Architect and Consultant and Doppelmayr-CTEC in lieu of application of fixed percentage fees as outlined above.

REIMBURSABLE EXPENSES:

Architect's and Consultant's reimbursable expenses for travel, printing, renderings, models, postage and shipping will be compensated at Contractor's cost.

SCHEDULE OF FEES

Based upon the cost estimates contained in Exhibit 2, the following schedule of fees has been prepared.

	ORIGINAL CONTRACT			AMENDMENT No. 1		AMENDMENT NO. 2	TOTAL FEE
	ESTIMATED COST	SD FEE @ 15%	DD FEE @ 20%	CD FEE @ 40%	BID FEE @ 3%	CA FEE @ 22%	
TRAM							
BASE PROJECT	\$14,892,214						
ELEVATOR	\$1,033,707						
SHORING	\$250,000						
TOTAL TRAM	\$16,175,921	\$412,486	\$549,981	\$1,099,963	\$82,497	\$604,979	\$2,749,907
PEDESTRIAN BRIDGE	\$3,618,424	\$92,270					\$92,270
GIBBS STREET IMPROVEMENTS	\$2,634,618	\$67,183					\$67,183
TOTAL ALL PROGRAM ELEMENTS	\$22,428,963	\$571,939	\$549,981	\$1,099,963	\$82,497	\$604,979	\$2,909,360
DOPPELMAYR INTERFACE FEES							
AGPS		24,943	33,258	66,515	4,989	36,583	166,288
ARUP		23,685	31,580	63,160	4,737	34,738	157,900
MAXIMUM TOTAL COMPENSATION		\$620,567	\$614,819	\$1,229,638	\$92,223	\$676,301	\$3,233,548
FEES BY ENTITY							
AGPS ARCHITECTURE @ 9% (See Note 1 below)							
Architecture		\$302,791	\$291,167	\$582,333	\$43,675	\$320,283	
AGPS-Doppelmayr Interface		\$24,943	\$33,258	\$66,515	\$4,989	\$36,583	
AGPS Architecture Total		\$327,734	\$324,424	\$648,848	\$48,664	\$356,867	\$1,706,537
CONSULTANTS @ 6% (See Note 2 below)							
AGPS Landscape Architecture							
Tram		\$12,200	\$26,500	\$34,000	\$3,000	\$21,000	
Gibbs Corridor		\$9,500					
ARUP							
Tram		\$80,000	\$95,000	\$311,840	\$19,263	\$125,262	
Pedestrian Bridge		\$50,000					
ARUP- Mech/Elec.Engineering							
Tram		\$22,500	\$27,500	\$68,000	\$5,000	\$29,000	
GeoDesign							
Tram		\$13,050	\$45,150	\$12,500		\$104,000	
Pedestrian Bridge		\$13,050					
ARUP- Acoustical engineering			\$10,000				
Tram							
W&H PACIFIC							
Tram		\$34,000	\$28,000	\$42,200	\$3,700	\$22,300	
Pedestrian Bridge		\$5,000					
Gibbs Corridor		\$6,000					
DAVIS LANGDON ADAMSON							
Tram		\$10,000	\$15,000	\$40,000			
Pedestrian Bridge		\$2,500					
CONSULTANT FEE TOTAL		\$257,800	\$247,150	\$508,540	\$30,963	\$301,562	\$1,346,015
ARUP Doppelmayr Interface Fee		\$23,685	\$31,580	\$63,160	\$4,737	\$34,738	
MAXIMUM ALLOWABLE CONSULTANT FEES @ 8%		\$269,148	\$268,815	\$517,629	\$38,822	\$284,696	\$1,369,110

NOTE 1: Architectural Fees limited to 9% of estimated cost exclusive of Doppelmayr Interface Fee

NOTE 2: Aggregated Consultant Fees limited to 8% of estimated cost exclusive of Doppelmayr Interface Fee for ARUP

NOTE 3: Fees associated with value engineering are compressed within Total Maximum Compensation
vfr 3/17/05





CITY OF
PORTLAND
 OFFICE OF
TRANSPORTATION

Mayor Tom Potter
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Brant Williams
 Director

Eileen Argentina
 System Management

Bryant Engle
 Finance

Don Gardner
 Engineering & Development

Sam M. Irving, Jr.
 Maintenance

Laurel Wentworth
 Planning

FOR MAYOR'S OFFICE USE ONLY
 Reviewed by Bureau Liaison _____

DATE: April 7, 2005
 TO: Mayor Tom Potter
 FROM: Matt Brown, Project Manager, Project Management Division

RE: *Amend contract with Portland Aerial Transportation Inc. to provide construction administration, peer review, and project management services and to accept the assignment Portland Aerial Transportation, Inc.'s contract with agps architecture for the Portland Aerial Tram project. (Ordinance; amend Contract No. 35021)

EMERGENCY ORDINANCE

1. INTENDED THURSDAY FILING DATE: April 7, 2005
2. REQUESTED COUNCIL AGENDA DATE: April 28, 2005, 2:00 Time Certain
3. CONTACT NAME & NUMBER: Matt Brown, Project Manager, 823-7027
4. PLACE ON: CONSENT X REGULAR
5. BUDGET IMPACT STATEMENT ATTACHED: X Y N N/A
6. (3) ORIGINAL COPIES OF CONTRACTS APPROVED AS TO FORM BY CITY ATTORNEY ATTACHED: Yes X No N/A

7. BACKGROUND/ANALYSIS

Portland Aerial Transportation, Inc. (PATI) was acknowledged as the "Project Sponsor" for the Portland Aerial Tram through City Council Resolution #36071, approved May 23, 2002. In its role as Project Sponsor, PATI has helped to further the aerial tram project through the oversight of its Board of Directors. The PATI Board is comprised of both project stakeholders (e.g., OHSU, North Macadam Investors, Gerding/Edlen) and community leaders (e.g., Commissioner Adams, former City Commissioner Mike Lindberg, Greg Baldwin, Barbara Walker).

On July 10, 2002 City Council approved Resolution #36085, which accepted the City Engineer's recommendation to pursue an aerial tramway on the Gibbs Street Alignment and directed PDOT and PATI to collaborate on developing a design competition for the Portland Aerial Tram. Working with PATI, PDOT returned to City Council on November 12, 2002, with a proposed Design Development process for the tram. The process included an international design competition and a proposed community involvement process for developing the design of the project in accordance with neighborhood input and values.

PDOT and PATI returned to City Council on January 8, 2003, with two contracts. One contract between the City and PATI was for the Design Competition, and provided for PATI's management of the competition and the City's contribution of \$150,000 towards the \$325,000 competition cost. The second contract between the City and PATI was for project management services provided by PATI and its subconsultants, again with the agreement defining the City's contribution of \$100,000 towards the \$200,000 total cost of the contract.

PDOT and PATI successfully managed the design competition for the tram, which resulted in the selection of agps architecture (formerly Angelil/Graham/Pfenninger/Scholl Architecture) as the lead designer for the Portland Aerial Tram project. Following a brief pre-design phase which utilized funds remaining from the design competition, PATI and PDOT successfully negotiated a contract for design services with agps architecture, and presented that contract (Contract #35021, Ordinance #177797) to City Council on August 14, 2003.

The contract between the City and PATI provided for PATI to contract with agps architecture for design services, as well as other subconsultants for expert advisory services and project management, and carried the project through the schematic design and design development phases of the project. The City's share of the total cost was set at 18.18%, with OHSU providing the remainder of the costs directly to PATI through a separate funding agreement.

As the services identified under the original contract were completed, City Council approved a contract amendment on June 10, 2004 (Contract #35021, Amendment #1, Ordinance #178482) which extended the design, project management, and expert services through the end of construction documents. While this work is not yet complete, it is necessary at this point to amend the contract again to extend services through the construction phase to ensure that the design team can provide services necessary to support the City's management of the construction process.

The contractual arrangements for providing design for the Portland Aerial Tram have been set up with PATI holding a contract directly with agps architecture. During the construction administration phase, it will be necessary for the City to hold the construction administration contract with agps architecture directly, as the City will be contractually responsible for supporting the two construction contracts. For this reason, the proposed ordinance also directs the City to accept an assignment of the PATI contract with agps architecture either when the City requests such assignment or when PATI offers the contract to the City. It is anticipated that PATI will retain the contract until final construction documents are in place in July, 2005.

Emergency Ordinance

Why is it necessary to circumvent the regular agenda process and timelines?

The Portland Aerial Tram project is identified as a contingent project in the South Waterfront Central District Project Development Agreement (DA). The DA commits the City to delivery of public projects, including aerial tram, by certain dates. In the case of the tram, the project must be open by September 30, 2006, concurrent with the opening of OHSU's Building One adjacent to the lower terminus. The tram is critical to the success of South Waterfront development and OHSU's campus, and delays in opening would force the City to provide other temporary transportation (e.g., shuttle buses) to serve South Waterfront/Marquam Hill.

The schedule for the Portland Aerial Tram project is very tight. The cost issues encountered on the project last October forced the project to be placed on hold for four months as cost issues were researched and design alternatives identified that would lower project costs. When the project was restarted in mid-February, the schedule was reviewed and further developed to determine whether it was still possible to achieve the project opening date of September 30, 2006. While it is still possible to make a September 30, 2006 opening, the schedule is very aggressive and relies on the ability to place orders for long lead-time items (tram equipment, structural steel) in early May, 2005. To support the two construction contracts, it is necessary to provide the design, project management, and expert tram advisory services concurrent with the execution of the construction contracts.

Why couldn't this item have been filed a month earlier preventing the need for the emergency clause?

The project team, upon receiving notice to restart the project in mid-February, had less than two months to finalize contract negotiations for the Tram Equipment Supply and Construction Manager/General Contractor contracts. The structure of these contracts affected the professional services (design, project management, expert services) required to support them. For instance, certain testing requirements in the construction contract would affect the amount of time required for the design team's involvement in the project.

Because the PATI contract negotiations were reliant on the negotiation of the construction contracts, moving the PATI contract, and therefore the construction contracts, up 30 days would have been impossible, as the contracts are highly complex and required more than three weeks to assemble. In assembling the project schedule, the project team identified the fact that to meet the September 30, 2006 opening date, the Council

actions would need to be in the form of emergency ordinances, as completing the contract negotiations 30 days earlier would not be possible and adding 30 days for a non-emergency ordinance to take effect would simply push the end date of the project out 30 days. In February, PDOT and Mayor's office staff met to identify the schedule for the project, including the need for an emergency ordinance to meet the proposed opening date for the project.

Why is it in the public's best interest to have the item filed as an emergency, precluding the opportunity for public review and input through the regular agenda process?

There has been extensive public review and input on the Portland Aerial Tram project, and there will continue to be in the future. The items before Council simply implement the direction given by Council previously – there are no “surprises” to the public. Over the last month, City staff have communicated directly with the Tram CAC, CTLH and Homestead Neighborhoods, Friends of Terwilliger, the Design Commission, North Macadam URAC, and Gibbs Street Residents on the status of the project and the actions before Council at this time. We will continue to work with these groups and others as the project moves further into the construction process.

In addition, the increased project cost has necessitated an amendment to the South Waterfront Central District Project Development Agreement. This amendment was negotiated on as fast a timeline as possible, and filed for Portland Development Commission approval on April 13th, with a follow-up action on April 27th if necessary. The tram contracts could not be considered by City Council any earlier than April 27th, as funding commitments by OHSU to pick up the additional tram costs would not be in place prior to the 27th.

The public is best served with an emergency ordinance for this project because it protects the City from taking on additional costs (in the form of temporary transportation and damage claims) should the September 30, 2006 opening date be delayed. Also, the sooner that the City can execute the PATI contract and the construction contracts, the sooner that cost drivers on the project (steel materials costs, exchange rate fluctuations) can be mitigated by locking in costs and taking cost variability out of the most volatile project elements. Last, it is in the public's best interest to ensure that the Tram project does what it is supposed to do – provide a quick, reliable transportation link between South Waterfront and Marquam Hill. It is important that this link be available at the opening of the first OHSU building to encourage proper travel behavior from the beginning in South Waterfront.

8. FINANCIAL IMPACT

No Impact/Budgeted Item.

9. RECOMMENDATION/ACTION REQUESTED

Pass Ordinance.

