

ORDINANCE No. 178482

*Amend contract with Portland Aerial Transportation, Inc. for design, project management, expert tram advisory and peer review services for the Portland Aerial Tram. (Ordinance; amend Contract No. 35021)

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 Marquam Hill Aerial Tram, including the proposed approach for selecting a design team through an international design competition.
2. Portland Aerial Transportation, Inc. (PATI) has been recognized as the project sponsor for the Portland Aerial Tram by the City Council in Resolution 36071, adopted on May 23, 2002.
3. The City Council, on January 8, 2003, approved Ordinance #177185, authorizing a contract with PATI for a design competition for the Portland Aerial Tram.
4. PATI and the City successfully managed a design competition for the Aerial Tram, resulting in the selection of an architecture firm (Angelil Graham Pfeninger Scholl) to lead the tram design team.
5. The Portland Development Commission, incorporating City Council's advice, approved the South Waterfront Central District Project Development Agreement on August 13, 2003.
6. The South Waterfront Central District Project Development Agreement requires that the aerial tram project be complete and operational concurrent with occupancy of the first OHSU building in South Waterfront, which is currently under construction. In order to deliver the project on schedule, construction documents for the project must be completed by December 31, 2004.
7. Contract #35021, adopted by Ordinance #177797 on August 14, 2003, between the City and PATI provides design, project management, and expert advisory services for the Portland Aerial Tram through the Design Development Phase of project engineering and design.
8. The City and PATI have negotiated an amendment to their agreement for professional services, which will carry the Portland Aerial Tram project through final design. 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%.

Agenda No.

ORDINANCE NO.

Title

***Amend contract with Portland Aerial Transportation, Inc. for design, project management, expert tram advisory and peer review services for the Portland Aerial Tram. (Ordinance; amend Contract No. 35021)**

<p>INTRODUCED BY</p> <p>Mayor Vera Katz</p> <p>NOTED BY COMMISSIONER</p> <p>Affairs</p> <p>Finance and Administration</p> <p>Safety</p> <p>Utilities</p> <p>Works</p> <p>BUREAU APPROVAL</p> <p>Bureau: Transportation Engineering & Development</p> <p>Prepared by: <i>MB</i> Date: June 1, 2004 Matt Brown:slg</p> <p>Budget Impact Review: <i>✓</i> <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not Required</p> <p>Included PPD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Filename: PATI Amend 061004.doc</p> <p>Bureau Head: <i>Donald Gardner</i> Donald Gardner</p>	<p>Filed:</p> <p style="text-align: center;">Gary Blackmer Auditor of the City of Portland</p> <p>By: _____ Deputy</p> <p>For Meeting of: <u>June 10, 2004</u> Time Certain <u>3:30pm</u></p> <p>ACTION TAKEN:</p>
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AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
				YEAS	NAYS
Consent	Regular <input checked="" type="checkbox"/>				
NOTED BY		Francesconi	Francesconi		
City Attorney		Leonard	Leonard		
City Auditor		Saltzman	Saltzman		
City Engineer		Sten	Sten		
Approved by:		Katz	Katz		

AUG 11 2004

**CONTRACT NO. 35021
AMENDMENT NO. 1
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. ("PATP") dated September 15, 2003.

AGREEMENT

Section 3. COMPENSATION

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

The total compensation for performing the Design Services as outlined in Section I of Exhibit I is \$2,557,247.00. 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.

The Total Maximum Compensation for carrying out the Expert Tram Advisory Services outlined in Exhibit 1 shall not exceed \$60,000.00 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 \$310,000.00 inclusive of direct expenses.

The Total Maximum Compensation for carrying out Peer Review Services outlined in Exhibit 1 shall not exceed \$50,000.00 inclusive of direct expenses.

Section 5. EFFECTIVE AND TERMINATION DATES

The termination date for this Agreement is hereby extended to July 1, 2006.

The following language is added to this section:

The City, upon review and acceptance of the 100% Design Development Documents, will issue Notice to Proceed with Construction Documents.

The City and Contractor agree to complete negotiation of Amendment No. 2 for Construction Administration Services within 45 calendar days of the effective date of this Amendment. If agreement is not reached within this time limit then work under Section I – Design Services of Exhibit No. 1 will

be suspended. The City Project Manager and Contractor may mutually agree in writing to an extension of the negotiation period stated above if they deem it appropriate.

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.

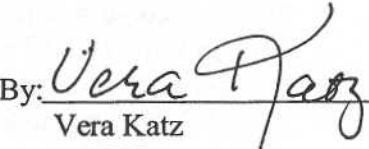
ALL OTHER PROVISIONS OF THE AGREEMENT REMAIN UNCHANGED.


AMENDMENT NO. 1, AGREED THIS 29th DAY OF JUNE 2004.

Portland Aerial Transportation, Inc.

City of Portland

By: 
Patrick L. LaCrosse, President

By: 
Vera Katz
MAYOR

Attest: 
City Auditor

Approved as to form:

APPROVED AS TO FORM


CITY ATTORNEY

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

June 10, 2004

SECTION I – DESIGN 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.

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.

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. 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.

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 and Design Development 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 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.

**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

Portland Aerial Tram

**EXHIBIT 3
Project Schedule**

ID	Task Name	Duration	Start	Finish	2004			2005			2006				
					Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr		
1															
2	Design	357 days	Thu 8/14/03	Fri 12/24/04											
3	50% Schematic Design	90 days	Thu 8/14/03	Wed 12/17/03											
4	100% Schematic Design	46 days	Thu 12/18/03	Thu 2/19/04											
5	50% Design Development	49 days	Fri 2/20/04	Wed 4/28/04											
6	100% Design Development	37 days	Thu 4/29/04	Fri 6/18/04											
7	50% Construction Documents	70 days	Mon 6/21/04	Fri 9/24/04											
8	90% Construction Documents	46 days	Mon 9/27/04	Mon 11/29/04											
9	100% Construction Documents	19 days	Tue 11/30/04	Fri 12/24/04											
10															
11	Equipment Supply	425 days	Tue 6/1/04	Mon 1/16/06											
12	Design	100 days	Tue 6/1/04	Mon 10/18/04											
13	Fabrication	235 days	Tue 10/19/04	Mon 9/12/05											
14	Installation	90 days	Tue 9/13/05	Mon 1/16/06											
15															
16	Bidding Assistance	20 days	Mon 12/13/04	Fri 1/7/05											
17															
18	Construction	330 days	Mon 12/27/04	Fri 3/31/06											
19	Finalize Contract	20 days	Mon 12/27/04	Fri 1/21/05											
20	Terminals and Tower	142 days	Mon 1/24/05	Tue 8/9/05											
21	Installation	105 days	Wed 8/10/05	Tue 1/3/06											
22	Finish	40 days	Wed 1/4/06	Tue 2/28/06											
23	Testing and Certification	23 days	Wed 3/1/06	Fri 3/31/06											

Project: Project1 Date: Tue 6/1/04	Task		Milestone		External Task	
	Split		Summary		External Milestone	
	Progress		Project Summary		Deadline	

Page 1

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.

	CURRENT CONTRACT				AMENDMENT No. 1		FUTURE AMENDMENT
	ESTIMATED COST	TOTAL FEE	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	\$2,749,907	\$412,486	\$549,981	\$1,099,963	\$82,497	\$604,979
PEDESTRIAN BRIDGE	\$3,618,424	\$92,270	\$92,270				
GIBBS STREET IMPROVEMENTS	\$2,634,618	\$67,183	\$67,183				
TOTAL ALL PROJECTS	\$22,428,963	\$2,909,360	\$571,939	\$549,981	\$1,099,963	\$82,497	\$604,979
DOPPELMAYR INTERFACE FEES							
AGPS		166,288	24,943	33,258	66,515	4,989	36,583
ARUP		157,900	23,685	31,580	63,160	4,737	34,738
MAXIMUM ALLOWABLE TOTAL FEES		\$3,233,548	\$620,567	\$614,819	\$1,229,638	\$92,223	\$676,301
<u>FEES BY ENTITY</u>							
<u>AGPS ARCHITECTURE @ 9% (See Note 1 below)</u>							
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
<u>CONSULTANTS @ 8% (See Note 2 below)</u>							
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							
Tram				\$10,000			
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
ARUP Doppelmayr Interface Fee			\$23,685	\$31,580	\$63,160	\$4,737	\$34,738

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

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

ORDINANCE No. 178482

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9. Compensation allowed under this agreement has been increased to a maximum amount of \$3,052,247. This increased compensation reflects the initiation of the construction document and bid assistance phases of design (\$1,321,861), extension of project management services (\$184,000), extension of tram expert advisory services (\$20,000) and provision of peer review services (\$50,000) for a total compensation increase of \$1,575,861.
10. Funding for OHSU's share of the cost will be provided through Agreement #34677, adopted by City Council Ordinance #178136 on January 8, 2004.
11. 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.

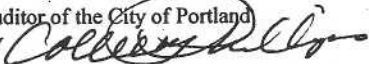
NOW, THEREFORE, the Council directs:

- a. The Mayor and the Auditor are hereby authorized to amend the contract with Portland Aerial Transportation, Inc., substantially in conformance with the attached Exhibit A.
- b. The Mayor and Auditor are hereby authorized to draw and deliver warrants to Portland Aerial Transportation, Inc., chargeable to the Transportation Fund.
- a. 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 a delay in executing the agreement will result in significant delays to the design and construction process for the aerial tram project and result in non-compliance with the City's contractual obligations under the South Waterfront Central District Project Development Agreement; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, JUN 10 2004

Mayor Vera Katz
Matt Brown:slg
June 10, 2004
PATI Amendment 061004.doc

GARY BLACKMER
Auditor of the City of Portland
BY 

DEPUTY

(F)

PORTLAND OFFICE OF TRANSPORTATION
COUNCIL CALENDAR ITEM

Council Calendar No. _____

Submitted for Council Consideration on: Thursday, June 10, 2004 - 3:30 p.m. Time Certain, Regular Agenda

DESCRIPTION: This ordinance amends the City's existing contract with Portland Aerial Transportation, Inc. (PATI) for the Portland Aerial Tram design, project management, and expert tram services for the Marquam Hill Aerial Tram project and provides for the City's share of funding for the design portion of the project.

BACKGROUND: A design competition for the tram was held in early 2003 as a means for selecting the design team for the aerial tram project. Angelil/Graham/Pfenninger/Scholl (AGPS) was chosen as the winner of the competition, and was subsequently engaged to produce schematic design and design development products for the tram project. This contract continues the relationship between PATI and the City and establishes the City's funding and project management obligations for the next phase of the project, which will entail the completion of the tram design and bidding of the project.

ISSUES: The existing contract is a sole source contract with PATI. Council previously waived the purchasing requirements of City Code section 5.68 to accommodate the design competition and ensure a selection process based on the quality and experience of the participating design firms.

The increased cost estimates for the project have resulted in substantial revisions to the Tram budget. Those revisions have been negotiated through a draft Third Amendment to the South Waterfront Central District Project Development Agreement. The Third Amendment is due to be presented to the PDC on June 9th, 2004, and City Council on June 10th, 2004, concurrent with this contract for design services, the initiation of LID proceedings for the aerial tram, and the approval of the tram design and associated neighborhood improvements by the City Council. Absent these related items, there may be some serious questioning of dedicating additional City resources to the project without an officially adopted revision to the Development Agreement Funding and Financing Plan.

POTENTIAL PROBLEMS: None.

RECOMMENDATION: Pass Ordinance

Can be delayed week(s), if necessary

Fiscal Review by KK

Should be filed this week.

No impact at fund level

Must be filed this week.

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 Matt Brown, Project Manager	2. Interoffice Mail Address 106/800	3. Telephone No. 503-823-7027	4. Bureau/Office/Dept. PDOT/BTE&D/PMD
5a. To Be Filed (date) June 10, 2004	5b. Calendar (Check One) REGULAR Consent 4/5ths <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	5. Date Submitted to OMF Budget Analyst: June 1, 2004	6. Fund Name & Number 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 [X]

- | | |
|--|---|
| <input checked="" type="checkbox"/> Contracts | <input type="checkbox"/> Annual Supply Contract |
| <input type="checkbox"/> Grants | <input type="checkbox"/> Claims payment under \$15,000 |
| <input type="checkbox"/> Call for bids on purchasing contracts | <input type="checkbox"/> Creation of a Local Improvement District |
| <input type="checkbox"/> Reports to Council regarding completion of projects | <input type="checkbox"/> Other |

Category 3 Non-Routine or Unbudgeted Item []

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?

- B. Who will be affected by the proposed action? (List other City bureaus? Citizens? The business community?)

- 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.

- 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.

- E. What alternatives to this action have been explored?

APPROPRIATION UNIT HEAD (Typed name and signature)

Brant Williams, Director, Office of Transportation