

**RESOLUTION NO. 2033**

**A RESOLUTION DETERMINING THE CONTRACT FOR FABRICATION AND INSTALLATION OF SCULPTURAL BRONZE ARTWORK WITH INTERPRETIVE ELEMENTS AT THE NEW BOECKMAN ROAD BRIDGE IS A SPECIAL PROCUREMENT CONTRACT EXEMPT FROM FORMAL COMPETITIVE SOLICITATION REQUIREMENTS; AUTHORIZING EXECUTION OF THIS EXEMPT CONTRACT FOR SPECIALLY PROCURED SERVICES WITH INNOVATIVE METAL DESIGN, LLC (IMD); AND VERIFYING FUND AVAILABILITY FOR THE PROJECT KNOWN AS BOECKMAN ROAD EXTENSION**

WHEREAS, the City of Wilsonville is currently constructing an extension of Boeckman Road from 95<sup>th</sup> Street to Tooze Road; and

WHEREAS, this road extension project includes the construction of a 400 foot long bridge which will span Coffee Lake Creek (Seely Ditch) and approximately 3,390 linear feet of wetland; and

WHEREAS, the design of the proposed bridge includes two 6-foot shoulder bike lanes and a 10-foot-wide multi-use trail, which will be a section of the regional Tonquin Trail; and

WHEREAS, because the bridge will carry pedestrian and bicycle traffic in addition to vehicular traffic, there is an opportunity to enhance both the visual and educational experience and create added value to the streetscape and public infrastructure; and

WHEREAS, the location of the proposed bridge provides a special contextual opportunity to observe the adjacent wetland habitat; and

WHEREAS, artistic and interpretive elements in this location would invite pedestrians and cyclists to take pause and notice the changes in the land forms and ecosystems of the area and provide educational material for review; and

WHEREAS, Staff has previously contracted with Mayer/Reed to design artistic and interpretive elements to be included on the bridge; and

WHEREAS, the completed design includes an interpretive pylon at each end of the bridge imbedded with sign panels to provide information on the history of the geology, flora and fauna of the area, and stone planters accentuated with sculptural elements representing local wetland flora; and

WHEREAS, the cost estimate for fabricating and installing the designed interpretive art elements is \$190,270.00, including 10% contingency; and

WHEREAS, this cost represents 0.77% of the cost of the entire Boeckman Road extension project; and

WHEREAS, since the design consists of sculptural bronze pieces with interpretive elements which are complex, distinctive pieces of art, it is essential the pieces be manufactured and installed by artisans uniquely suited to this type of work; and

WHEREAS, Staff has determined it is necessary to identify a specific contractor capable of the attention to detail and fine craftsmanship needed for fabricating and installing these sorts of unique pieces of art; and

WHEREAS, project designers Mayer/Reed have worked with Innovative Metal Design, LLC (IMD) and their team of artisans on several unique projects over the years including a sculptural icon incorporating complex metal fabrication and custom burnished finishes at the Eastern Washington State Historical Society Museum in Spokane; a steel and bronze campus landmark integrated into a stone masonry wall at Pacific Lutheran University in Seattle; and illuminated steel and glass kiosks marking the Portland Art Museum's three entries; and

WHEREAS, IMD has worked with Mayer/Reed on the design of interpretive and artistic pieces for the Boeckman Road project and has provided guidance on structural detailing, material sourcing, sizing, metal finish options, and cost estimating; and

WHEREAS, IMD has a complete understanding of the design's fabrication, structural engineering, and artistic requirements; and

WHEREAS, ORS279C.335 Competitive bidding; exceptions; exemptions, subsection (2) allows local contract review boards to exempt a public improvement from competitive bidding if the exemption is unlikely to encourage favoritism in the awarding of public contracts and if the exemption will result in substantial cost savings to the public; and

WHEREAS, City of Wilsonville Ordinance No. 578 establishes that the Wilsonville City Council is the Local Contract Review Board under the State of Oregon Public Contracting code; and

WHEREAS it is found that a special procurement contract for the fabrication and installation of these artistic pieces is unlikely to encourage favoritism or substantially diminish competition for public improvement contracts as the art fabrication is a unique project for the

City that is singularly different from typical public improvement projects; and

WHEREAS, it is found that by exempting the proposed contract from competitive bidding, the local contract review board will result in substantial cost savings as there are limited numbers of qualified contractors available to do work of such unique artistic nature and that the quality of work necessary for fabricating these pieces is likely to be achieved through an exemption; and

WHEREAS, ORS279C.335 Competitive bidding; exceptions; exemptions, subsection (3) requires that when granting exemptions to competitive bidding the local contract review board shall require and approve or disapprove written findings that support the exemption from competitive bidding; and

WHEREAS, this Resolution provides said written findings; and

WHEREAS, ORS279C.335 Competitive bidding; exceptions; exemptions, subsection (4)(a) requires that the contracting agency shall hold a public hearing, and provide statutorily mandated notice to said hearing, prior to adopting findings exempting a public improvement contract from competitive bidding; and

WHEREAS, such notice requirements have been met and the public hearing held at the regular meeting of the Wilsonville City Council on December 18, 2006; and

WHEREAS, the proposed work is of an intricate and unique nature that requires special experience and expertise; and

WHEREAS, the project benefits of hiring the right contractor are very clear and will likely end up saving the City costs in the long run; and

WHEREAS, IMD has established a reputation as a fabricator of unique and challenging projects successfully completing projects including a number of similarly challenging fabrications; and

WHEREAS, it is necessary and appropriate for the fabricator to work with the designers during design to evaluate complex technical construction elements including materials, methods, details, constructability and cost; and

WHEREAS, IMD has worked closely with Mayer/Reed during the design process over the last two years to develop a fabrication and installation budget and understand the complexities of this project; and

WHEREAS, the City desires to execute a contract agreement in a timely manner to preclude further construction cost inflation impacts to the project; and

WHEREAS, the City's adopted FY06-07 budget includes a \$17,764,275.00 appropriation for the Boeckman Road project.

NOW, THEREFORE, CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. City Council acting as the City of Wilsonville's Local Contract Review Board approves and adopts the above findings and determines it is in the best public interest and welfare to exempt the contract for fabrication and installation of artistic interpretive elements on the Boeckman Road bridge from competitive bidding and solicitation requirements and authorizes execution of a special-procurement contract for such services with Innovative Metal Designs, LLC.
2. City Council hereby approves the form of the contract between the City of Wilsonville and Innovative Metal Designs, LLC., and authorizes execution of the contract for fabrication and installation of artistic interpretive elements on the new Boeckman Road bridge, a copy of which is attached hereto and incorporated herein as if fully set forth as shown in Exhibit A.
3. For this contract, Council authorizes expenditures from the amount budgeted for the Boeckman Road project adopted in the FY 2006-07 Budget as follows:


<u>Account</u>	<u>Budgeted Amount for Project</u>	<u>Contract Amount for Fabrication and Installation Contract plus 10% Contingency</u>
4048	\$17,764,275.00	\$190,270.00

4. As required by state law and in keeping with annual budget appropriations, any portion of the total project cost not included in the FY 2006-07 budget shall be included in the FY 2006-07 Supplemental Budget.
5. This resolution is effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof  
this 18<sup>th</sup> day of December 2006, and filed with the Wilsonville City Recorder this date.

  
\_\_\_\_\_  
CHARLOTTE LEHAN, MAYOR

ATTEST:

  
\_\_\_\_\_  
SANDRA C. KING, City Recorder

SUMMARY of Votes:

Mayor Lehan	Yes
Councilor Kirk	Yes
Councilor Holt	Excused
Councilor Ripple	Yes
Councilor Knapp	No

**BOECKMAN ROAD EXTENSION PROJECT  
ARTWORK & SIGN FABRICATION AND INSTALLATION AGREEMENT**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Wilsonville, Wilsonville, Oregon, a municipal corporation of the State of Oregon, hereinafter called "City", and Innovative Metal Design, LLC, hereinafter called "Contractor."

WHEREAS, City has need for the services of a company with a particular training, ability, knowledge, and experience possessed by Contractor, and

WHEREAS, City has determined that Contractor is qualified and capable of performing the professional services as City does hereinafter require, under the terms and conditions set forth hereafter:

THEREFORE, the parties agree as follows:

**ARTICLE 1. SCOPE OF WORK**

Contractor shall initiate services upon receipt of an executed copy of this Agreement. Contractor agrees to complete work that is detailed in Exhibit A - Proposal, and by this reference made a part hereof.

**ARTICLE 2. EFFECTIVE DATE AND DURATION**

This Agreement shall become effective from the date of execution by both parties and shall expire when tasks required hereunder are complete and accepted, unless earlier terminated or extended in accordance herewith. In the event that a change order causes justifiable delay, the expiration date shall be extended for such reasonable time as determined by mutual agreement of the parties.

**ARTICLE 3. COMPENSATION**

The City agrees to pay Contractor, on a time and material basis, an estimated amount of One Hundred Seventy Two Thousand Nine Hundred Seventy Two and No/100 dollars (\$172,972.00) for performance of those services described in Exhibit A. All project expenses are included in the Lump Sum Agreement amount; there will be no additional reimbursable expenses. The City shall have no liability for taxes, insurance, or other expenses associated with the performance of the Contractor's duties described in Exhibit A.

City shall be responsible for payment of required fees, payable to governmental agencies including, but not limited to plan checking, land use, zoning, building permits, and all other similar fees resulting from this project, and not specifically covered by Exhibit A.

**ARTICLE 4. CONTRACTOR AS INDEPENDENT CONTRACTOR**

Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an officer, employee or agent of City, shall not be entitled to benefits of any kind to which an officer, employee or agent of City is entitled and shall be solely responsible for all payments, insurance, taxes and or other expenses associated with the performance of the Contractor's duties required by law.

**ARTICLE 5. INDEMNIFICATION**

Contractor shall indemnify and hold harmless the City, its officers and employees, from and against all claims, demands, penalties, damages, losses, expenses, including attorney's fees, and causes of action of any kind or character, including the cost of defense thereof, arising or alleged to have arisen in favor of any person on account of personal injury, death, or damage to property arising out of or resulting from, or alleged to have arisen out of or resulted from in whole or in part, any act or omission of the applicant, the applicant's design engineer, the applicant's contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

**Article 6. Standard of Services and Warranty**

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. The Contractor agrees to perform and warrants that his/her services will be of the quality and of the standard of care, skill, and diligence normally provided by a professional individual in the performance of similar services as well as the requirements of applicable federal, state and local laws.

Contractor is to check their own work for quality and accuracy before inspection by others. Contractor understands that all work is subject to inspections by the City, Architect, Engineer, or any other person or persons authorized by the City. Inspections shall not unduly delay the work. Any work found to be defective or not to the specification requirements will be repaired and / or replaced by the Contractor. Any defect in workmanship that is not detected will not constitute acceptance of the work.

**ARTICLE 7. INSURANCE**

Contractor shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder.

The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

a. **Commercial General Liability Insurance**

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense (any one person)	\$5,000

b. **Business Automobile Liability Insurance**

If Contractor will be using a motor vehicle in the performance of the services herein, Contractor shall provide City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation.

c. **Workers' Compensation Insurance**

The Contractor and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their



workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

d. Insurance Carrier Rating

Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

e. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City that states: "*The following is included as additional insured: City of Wilsonville, its elected and appointed officials, officers, agents, employees and volunteers.*" No contract shall be effected until the required certificates have been received and approved by the City.

**ARTICLE 8. TERMINATION**

The parties agree that any decision by either party to terminate this Agreement before the expiration date shall be accompanied by sixty (60) days written notice to the other party prior to the date termination would take effect. There shall be no penalty for early termination. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered prorated to the date of termination.

**ARTICLE 9. AGREEMENT MODIFICATIONS**

Modifications to this Agreement are valid only if made in writing and signed by all parties.

**ARTICLE 10. SUBCONTRACTING**

No portion of the Agreement may be subcontracted to any other individual, firm, or entity without the express and prior written approval of the City.

**ARTICLE 11. NON-ASSIGNMENT**

No portion of nor any interest in this Agreement may be assigned to a third party without the express and prior written approval of the City.

**ARTICLE 12. OWNERSHIP OF WORK PRODUCT**

City shall be entitled to ownership and possession of any and all work products, at no additional cost during the products' useful lifetime, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

Contractor shall bear the risk of loss until the goods have been delivered to the site and installed to the satisfaction of the City. Contractor agrees to carry insurance to cover any losses/damages to City's goods while in Contractor's possession.

**ARTICLE 13. GOVERNING LAW**

Contractor shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in a contract of this type are incorporated into this Agreement as though fully set forth herein. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

**ARTICLE 14. COMPLETE AGREEMENT**

This Agreement and attached exhibit(s) constitute the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**ARTICLE 15. SURVIVAL**

The warranties, indemnifications and other acts required to be performed beyond the term of this Agreement shall survive the termination or expiration of this Agreement.

**ARTICLE 16. GENERAL PROVISIONS**

Contractor recognizes that other contractors and/or vendors will be working on the site at the time of Project commencement, and this will require the cooperation and coordination of all parties for successful completion.

Contractor is aware of all scheduling and site conditions and is aware of coordination with other trades and has included all costs that may be anticipated. Contractor shall perform and complete its work in accordance with the Boeckman Road Extension General Contractor's project schedule and shall coordinate daily activities with General Contractor.

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Service of Portland currently in effect. Any mediation or arbitration costs shall be split equally between the parties.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date herein below first written.

**CITY OF WILSONVILLE**

**CONTRACTOR**

\_\_\_\_\_  
By: C. J. Sylvester  
Redevelopment Director

\_\_\_\_\_  
By: Innovative Metal Design, LLC

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# PROPOSAL

**TO: MAYER REED**  
 319 SW WASHINGTON ST. SUITE 820  
 PORTLAND OR 97204  
**ATTN: DEBBIE SHAW**

**JOB NAME: BOECKMAN ROAD**  
**JOB LOCATION: WILLSONVILLE OR**  
**BID No: 06- 1047**  
**BID DATE: 12/12/06**

ITEM	DESCRIPTION	PRICE
1	See attached itemization:  <b>CUSTOM HORSE TAIL FEATURES                      INCLUDES ALL STORAGE FEES</b>  PRICING GOOD THROUGH JAN 07	<b>\$89,488.00</b>
<b>TERMS:</b>  50% DOWN PAYMENT  NET 30 DAYS		<b>FIXTURES</b> <span style="float: right;"><b>\$89,488.00</b></span>  <b>TAX</b> <span style="float: right;">N.I.C.</span>  <b>DELIVERY</b> <span style="float: right;">INCLUDED</span>
This proposal may be withdrawn by us if not accepted within 30 days		<b>INSTALLATION</b> <span style="float: right;">INCLUDED</span>  <b>TOTAL BASE BID</b> <span style="float: right;"><b>\$89,488.00</b></span>

Final terms and conditions subject to contract negotiations.

BY: GREG BENFIT

TITLE: MANAGER

12/12/2006

Exhibit A  
Page 2 of 6

Area	Item	#	QTY	DESCRIPTION	FIXTURE PRICE
				<b>BOECKMAN ROAD HORSE TAILS FOR THE CITY OF WILLSONVILLE</b>	
1	1	1	1	<p><b>CUSTOM BRONZE HORSE TAIL FEATURES TO INCLUDE THE SUPPLY AND INSTALL OF CUSTOM BRONZE HORSE TAIL FEATURES WITH A PATINA FINISH.ALSO INCLUDED WILL BE A INTERNAL GALVINIZED SUPPORT STRUCTURES PER MAYER REEDS CONSTRUCTION DOCUMENTS.</b></p> <p><b>4-EA. LARGE HORSE TAILS 14'-0" FROM 4" DIA TUBE 4-EA. MEDIUM HORSE TAILS 13'-0" FROM 3 1/2" DIA. TUBE 2-EA. SMALL HORSE TAILS 10' - 0" FROM 3" DIA. TUBE</b></p> <p><b>NOTE: I.M.D. CAN WORK WITH MAYER REED TO DEVELOP DESIRED PATINA FINISH.</b></p>	\$87,969
2	2	2	1	<p><b>SUBTOTAL - FIXTURES INCLUDES DELIVERY AND INSTALLATION AND STORAGE FEES</b></p>	\$87,969
3	3	3	1	<p><b>DELIVERY INCLUDED</b></p>	INCLUDED
4	4	4	1	<p><b>INSTALLATION INCLUDED AND PERFORMED BY EASTERN STEEL ERECTORS</b></p>	INCLUDED
				<b>GRANDTOTAL</b>	<b>\$89,489</b>



Exhibit A  
Page 3 of 6

## PROPOSAL

**TO: MAYER REED**  
 319 SW WASHINGTON ST. SUITE 820  
 PORTLAND OR 97204  
**ATTN: DEBBIE SHAW**

**JOB NAME: BOECKMAN ROAD**  
**JOB LOCATION: WILLSONVILLE**  
**BID No: 06-1047**  
**BID DATE: 12/12/06**

ITEM	DESCRIPTION	PRICE
2-EA.	See attached itemization:  <b>FIXTURES: CUSTOM BRONZE PYLONS WITH BRONZE PLATES</b>  PRICING GOOD THROUGH JAN 07	\$83,484.00
<b>TERMS:</b>  50% DOWN PAYMENT PROGRESS BILLINGS NET 30 DAYS		<b>FIXTURES</b> \$83,484.00  <b>TAX</b> N.I.C.  <b>DELIVERY</b> INCLUDED
		<b>INSTALLATION</b> INCLUDED
<small>This proposal may be withdrawn by us if not accepted within 30 days</small>		<b>TOTAL BASE BID</b> \$83,484.00

Final terms and conditions subject to contract negotiations.

BY: GREG BENFIT

TITLE: MANAGER

12/12/2006

Exhibit A  
Page 4 of 6

Area	Item	#	QTY	DESCRIPTION	FIXTURE PRICE
				<b>BOECKMAN ROAD INTERPRETIVE SIGNAGE FOR THE CITY OF WILLSONVILLE</b>	
1	1	1	1	<p><b>CUSTOM BRONZE PYLONS</b>                      TO INCLUDE THE SUPPLY AND INSTALL OF CUSTOM BRONZE PYLONS AT EAST AND WEST END OF BOECKMAN ROAD. PYLONS WILL CONSIST OF A INTERNALLY GALVINIZED SUPPORT STRUCTURE WITH A 3/16" THICK BRONZE SKIN APPLIED OVER THE SUPPORT STRUCTURE PER MAYER REEDS CONSTRUCTION DOCUMENTS. PYLONS WILL ALSO HAVE 1/2" THICK LETTERS CUT FROM STAINLESS STEEL PLATE WITH A NON-DIRECTIONAL FINISH. LETTERS WILL BE INSTALLED USING A BLIND S/S THREADED STUD. THER WILL ALSO BE A REMOVABLE ACCESS PANEL AT THE "D" SIDE MOUNTED WITH TAMPER RESISTANT SCREWS.</p> <p>2-EA. PYLONS</p>	\$66,295
	2	2	1	<p><b>WEST PYLON CUSTOM CAST IMAGE PANEL</b>                      TO INCLUDE THE SUPPLY AND INSTALL OF CUSTOM CAST BRONZE PANEL WITH BAS-RELIEF OF TOPOGRAPHICAL MAP, TO BE APPLIED TO "B" SIDE OF PYLONS.</p> <p>1-EA.</p> <p>APPROX. SIZE 1' 11" X 8 1/4"</p> <p>NOTE: COMPUOTR GENERATED MAP SUPPLIED BY MAYER REED</p>	\$4,299
	3	3	1	<p><b>EAST PYLON CUSTOM PYLON CAST IMAGE PANEL</b>                      TO INCLUDE THE SUPPLY AND INSTALL OF CUSTOM CAST BRONZE PANEL WITH BAS-RELIEF OF PRE-HISTRORIC CREATURES TO BE APPLIED THE "B" SIDE OF PYLON.</p> <p>1-EA.</p> <p>APPROX. SIZE 1' 11" X 8 1/4"</p> <p>NOTE: I.M.D. WILL WORK WITH MAYER REED TO COME UP WITH DISIRED ART WORK.</p>	\$4,699

12/12/2006

Exhibit A  
Page 5 of 6

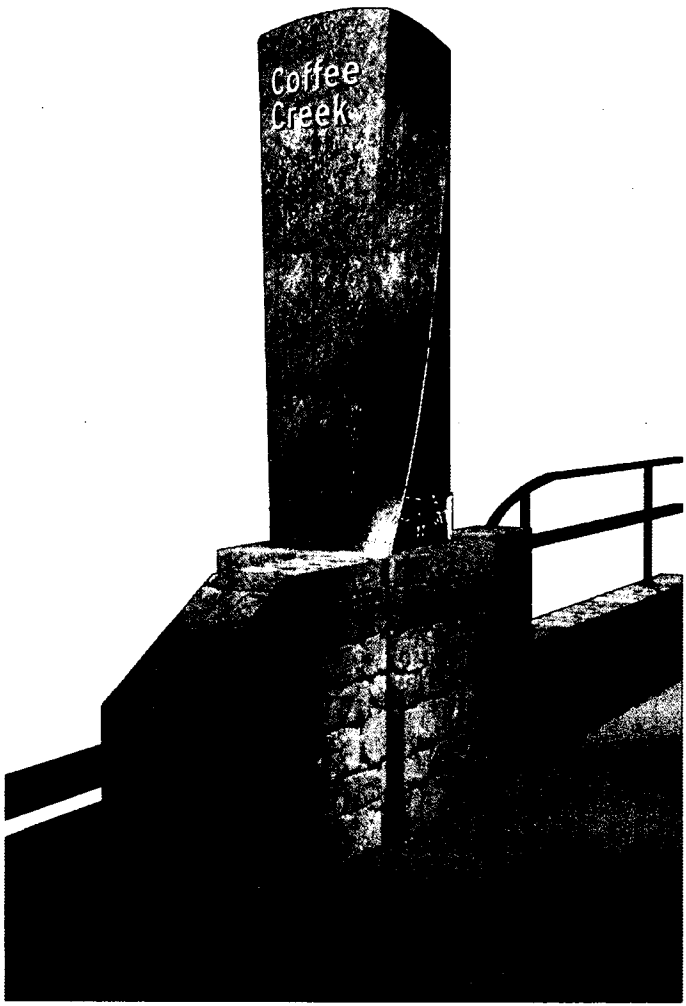
4	4	1	<p><b>WEST PYLON CUSTOM CAST TEXTED PANEL</b>  <b>TO INCLUDE THE SUPPLY AND INSTALL OF CUSTOM</b>  <b>CAST TEXT PANEL TO BE APPLIED TO "B" SIDE OF PYLON.</b></p> <p>1-EA.</p> <p><b>NOTE: CAMERA READY ART TO BE SUPPLIED BY MAYER REED</b></p>	\$3,704
5	5	1	<p><b>EAST PYLON CUSTOM CAST TEXTED PANEL</b>  <b>TO INCLUDE THE SUPPLY AND INSTALL OF CUSTOM</b>  <b>CAST TEXT PANEL TO BE APPLIED TO "B" SIDE OF PYLON.</b></p> <p>1-EA.</p> <p><b>NOTE: CAMERA READY ART TO BE SUPPLIED BY MAYER REED</b></p>	\$3,704
6	6	1	<p><b>ADDITIONAL ETCHED BRONZE PLAQUES</b>  <b>TO INCLUDE THE SUPPLY OF BRONZE PLAQUES 6"X 12" X</b>  <b>3/16"</b></p> <p>2-EA. PLATES</p>	\$783
7	7	1	<p>SPARE</p>	\$0



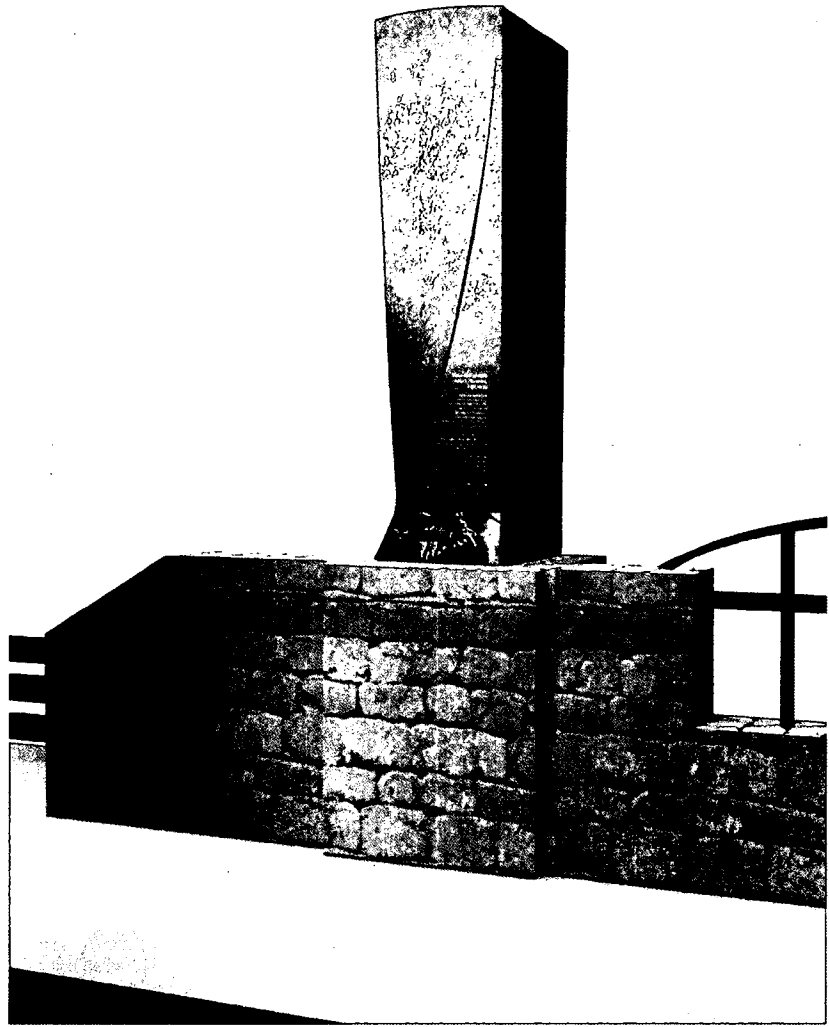


Mayer/Reed

Visual Communications  
319 SW Washington St.  
Suite 820  
Portland, Oregon 97204  
T 503.223.5953  
F 503.223.8076



1 West Pylon Perspective Side A+B  
02



2 West Pylon Perspective Side B+C  
02

Revisions

Submittal / Date

95% CONSTRUCTION  
DRAWINGS  
FEBRUARY 15, 2006

Project

BOECKMAN ROAD  
INTERPRETIVE  
NO. 2514

Sheet Title

WEST PYLON  
ILLUSTRATIVE VIEW

Sheet No. 02.0

Mayor/Reed

Visual Communications  
319 SW Washington St.  
Suite 820  
Portland, Oregon 97204  
T 503.223.5953  
F 503.223.8076

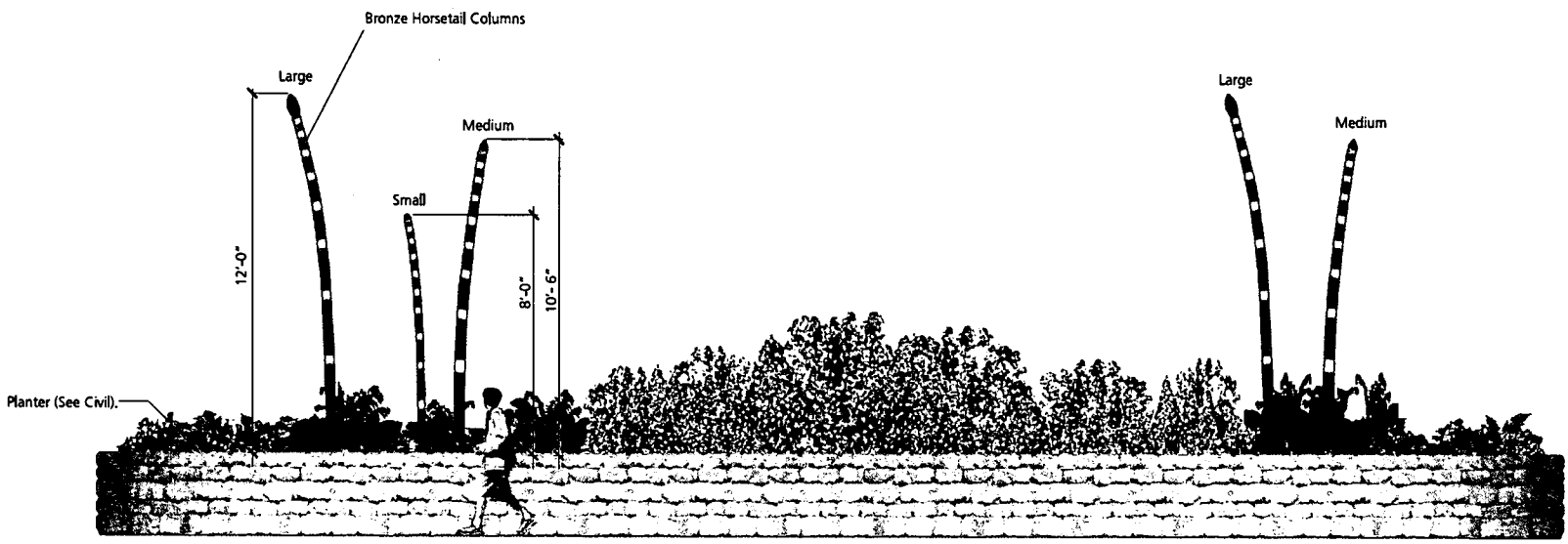
Revisions

Submittal / Date  
95% CONSTRUCTION  
DRAWINGS  
FEBRUARY 15, 2006

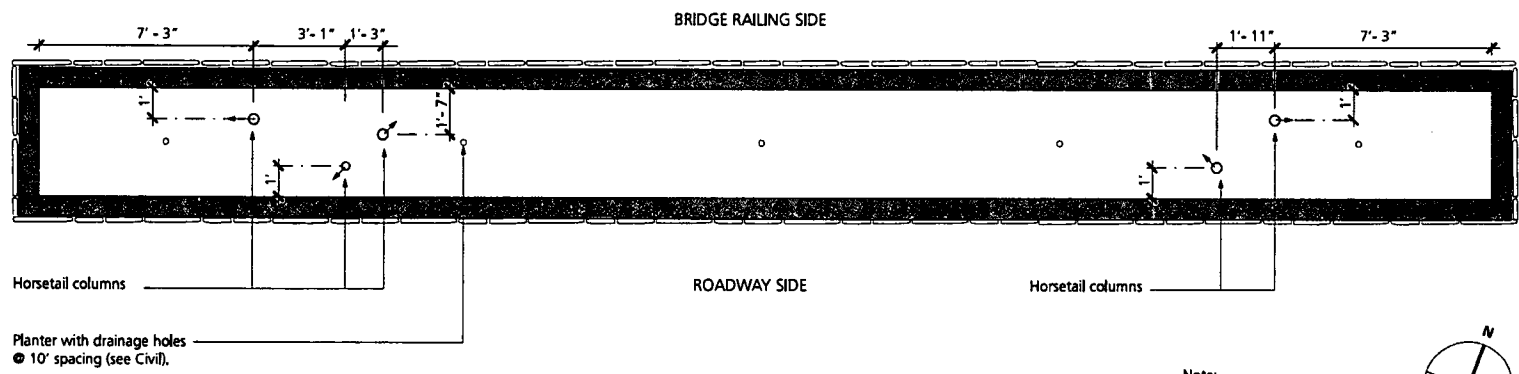
Project  
BOECKMAN ROAD  
INTERPRETIVE  
NO. 2514

Sheet Title  
WEST PLANTER  
ELEVATION & PLAN

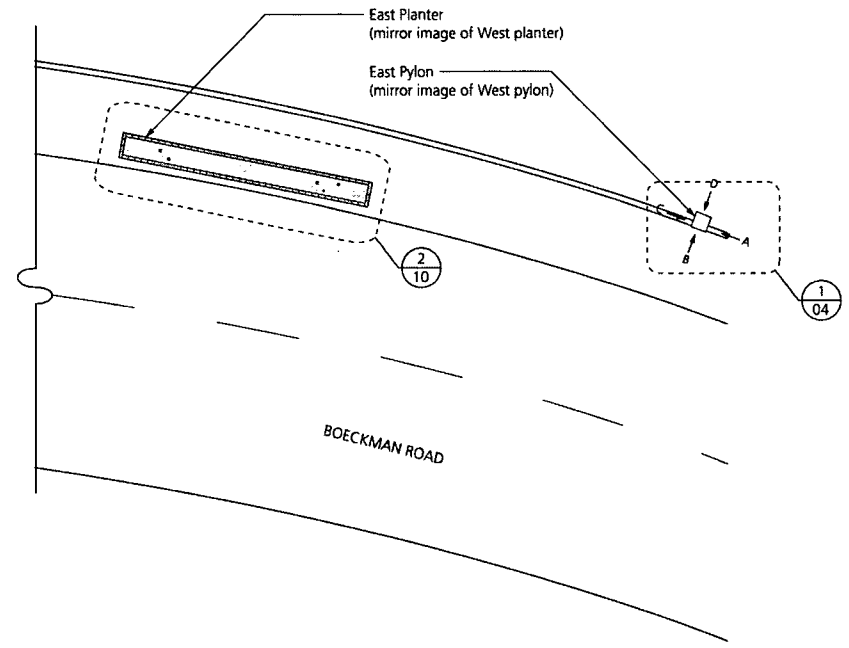
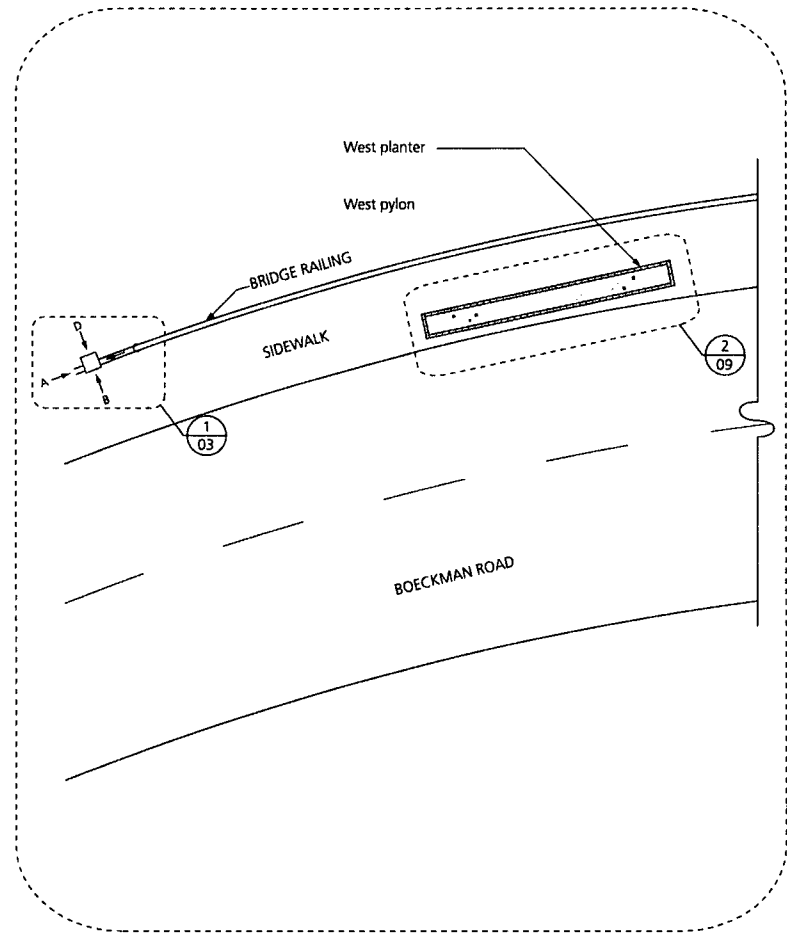
Sheet No. 09.0



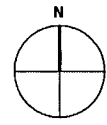
**1 West Planter Elevation**  
Scale: 1/4"=1'-0"



**2 West Planter Plan**  
Scale: 1/4"=1'-0"



The West side is used in the following drawings to exemplify the details for both the pylon and the planter - unless specifically labeled for the East side.



Revisions

Submittal / Date  
95% CONSTRUCTION DRAWINGS  
FEBRUARY 15, 2006

Project  
BOECKMAN ROAD INTERPRETIVE  
NO. 2514

Sheet Title  
SIGN LOCATION PLAN

Sheet No. 01.0



29799 SW Town Center Loop E  
Wilsonville, Oregon 97070  
(503) 682-1011  
(503) 682-1015 Fax Administration  
(503) 682-7025 Fax Community Development

## COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: December 18, 2006  
TO: Honorable Mayor Lehan and Councilors  
FROM: Kristin Retherford, Urban Renewal Project Manager

SUBJECT: A Resolution exempting the contract for fabrication and installation of sculptural bronze artwork with interpretive elements at the new Boeckman Road Bridge from formal competitive solicitation requirements, awarding the contract to Innovative Metal Design, LLC (IMD)

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**Background:** The City's capital improvement project extending Boeckman Road from 95<sup>th</sup> to Tooze Road is currently under construction. One element of this road extension project is a new 400 foot long bridge which will span Coffee Lake Creek (Seely Ditch).

This bridge will include a 10-foot wide multi-use trail which will be a section of the regional Tonquin Trail. As the bridge will carry pedestrian and bicycle traffic in addition to vehicular traffic, there is an opportunity to enhance both the visual and educational experience and create added value to the streetscape and public infrastructure. The new bridge will provide a special contextual opportunity to observe the adjacent wetland habitat. Artistic and interpretive elements placed in this location would invite pedestrians and cyclists to take pause and notice the changes in the land forms and ecosystems of the area and provide educational material for review.

Staff has been working with Mayer/Reed to design artistic and interpretive elements to be included on the bridge. The completed design includes an interpretive pylon at each end of the bridge imbedded with sign panels to provide information on the history of the geology, flora and fauna of the area, and stone planters accentuated with sculptural elements representing local wetland flora (see attached exhibits).

Since the design consists of sculptural bronze pieces with interpretive elements which are complex, distinctive pieces of art, it is essential the pieces be manufactured and installed by artisans uniquely suited to this type of work. Staff has determined it is necessary to identify a specific contractor capable of the attention to detail and fine craftsmanship needed for fabricating and installing these sorts of unique pieces of artwork.

The project designers, Mayer/Reed, have worked closely with Innovative Metal Design, LLC (IMD) and their team of artisans on the design of interpretive and artistic pieces for

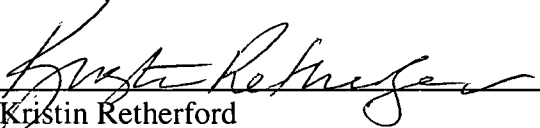


the Boeckman Road bridge. IMD has provided Mayer/Reed with guidance on structural detailing, material sourcing, sizing, metal finish options, and cost estimating.

Mayer/Reed has also worked with IMD on several other unique projects over the years. These projects include a sculptural icon incorporating complex metal fabrication and custom burnished finishes at the Eastern Washington State Historical Society Museum in Spokane; a steel and bronze campus landmark integrated into a stone masonry wall at Pacific Lutheran University in Seattle; and illuminated steel and glass kiosks marking the Portland Art Museum's three entries

The cost estimate for fabricating and installing the designed interpretive art elements is \$190,270.00, including 10% contingency. This amount represents 0.77% of the cost of the entire Boeckman Road extension project.

**Recommendation:** Staff recommends City Council adopt the Resolution exempting the contract for fabrication and installation of sculptural bronze artwork with interpretive elements on the Boeckman Road Extension project from formal competitive selection requirements. As IMD has a complete understanding of the design's fabrication, structural engineering and artistic requirements, and is experienced in fabricating and installing such unique pieces of art, staff further recommends that Council authorize the execution of an exempt contract for such services with IMD.

  
Kristin Retherford  
Urban Renewal Project Manager

12-12-06  
Date