

Gry: 2/24/97

Tm ✓

Mike Soderquist ✓

Mike Stenmark ✓

Bob Tardiff ✓

Kathy Tr. ✓

My Bks - Mark ✓

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A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF NEWBERG AND BERRY ARCHITECTS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE PROJECT KNOWN AS THE POLICE STATION FACILITY.

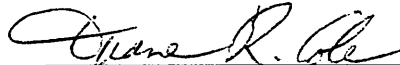
RECITALS:

1. The City has completed the request for proposal process and chose Berry Architects, 1670 Willamette Street, Eugene, Oregon 97401, as the City's architect for the Police Station Facility Project.
2. Jack Berry, President of Berry Architects, and the staff at Berry Architects have worked with the City on the design of the Police Station Facility.
3. The City is satisfied with the services rendered thus far by Jack Berry and Berry Architects.
4. The agreement between the City of Newberg and Berry Architects provides for architectural services for the design of the Project for a reasonable amount.

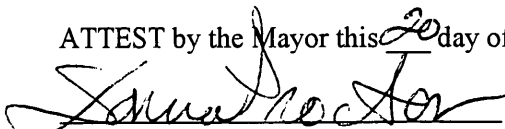
NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Newberg as follows:

1. The City Manager is authorized to execute the agreement between the City of Newberg and Berry Architects which is attached and by this reference incorporated as Exhibit "A" and the City Manager has the additional authority as set out in paragraph 2 of this Resolution.
2. The City Manager is further authorized to do and take all necessary actions to negotiate lump sum fees with Berry Architects, authorize to make additional services requests, make contract changes to the Agreement and do all other necessary acts to facilitate the completion of the Project. All acts shall be done within the budget for the Project. Further, the City Manager is authorized to do all necessary acts and deeds to insure that the City responds to all proper requests and takes all necessary actions to timely complete the Project.
3. The City Manager shall report to the City Council from time to time on the progress of the Project. All agreements, contracts and requests for proposals and additional services shall be approved as to form and content by the City Attorney.

ADOPTED by the Newberg City Council this 18th day of February, 1997.


Duane R. Cole, City Recorder

ATTEST by the Mayor this 20 day of February, 1997.


Donna Proctor, Mayor

AGREEMENT

CITY OF NEWBERG

AND

BERRY ARCHITECTS

**PROFESSIONAL ARCHITECTURAL SERVICES
POLICE STATION FACILITY PROJECT**

February 21, 1997

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**AGREEMENT
BETWEEN CITY OF NEWBERG
AND
BERRY ARCHITECTS
FOR
PROFESSIONAL ARCHITECTURAL SERVICES**

This AGREEMENT is made and entered into this 21 day of February , 1997, by and between the **CITY OF NEWBERG**, an Oregon Municipal Corporation, hereinafter referred to as "CITY", and **BERRY ARCHITECTS**, 1670 Willamette Street, Eugene, Oregon 97401, hereinafter referred to as "ARCHITECT", for architectural services for the Police Station Facility, hereinafter referred to as "Project".

CITY and ARCHITECT, in consideration of the mutual promises and covenants contained herein, agree as follows:

SECTION 1 - BASIC SERVICES

1.1 ARCHITECT shall provide services specifically to CITY. ARCHITECT's basic services and responsibilities are set out in Attachment "A", attached hereto and made a part of this Agreement as if fully set forth herein.

SECTION 2 - ADDITIONAL SERVICES

2.1 Additional Services not covered in Section 1, shall be provided if authorized and confirmed in writing by CITY. The services shall be paid as provided in this Agreement in addition to compensation for the Basic Services. If authorized by CITY, these Additional Services will be performed under additional Task Orders defining the services provided by this Agreement.

SECTION 3 - CITY'S RESPONSIBILITIES

3.1 City's Representative

The City Manager or designee shall act as CITY's representative with respect to services to be rendered under this Agreement and shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to ARCHITECT's services for the Project.

3.2 Provide Existing Data

Provide to ARCHITECT existing data, plans, reports and other information known to, in possession of, or under the control of CITY which are relevant to the execution of the ARCHITECT's duties on the Project.

3.3 Provide Access

Arrange for access to, and make all provisions for, ARCHITECT, to enter upon property as required for ARCHITECT to perform services under this Agreement.

3.4 Examine Documents

Examine all studies, reports, sketches, drawings and other documents presented by the ARCHITECT, and render in writing decisions pertaining to these documents within a reasonable time so as not to delay the services of the ARCHITECT.

3.5 Provide Prompt Notice

Give prompt written notice to the ARCHITECT whenever CITY observes or otherwise becomes aware of any condition that effects the scope or timing of ARCHITECT'S services, or any defect or nonconformance in the services.

SECTION 4 - PERIODS OF SERVICE

4.1 Effective Date

ARCHITECT has commenced and City accepts work completed to date. Costs compiled to date are included in contract amount.

4.2 Period of Service

The completion of the Project is very important to CITY. The work shall be performed in a timely manner in order to not cause any delay in the completion of the Project. The proposed schedule is attached and by this reference incorporated as Attachment "B". The bidding procedure may be conducted at an earlier time than indicated in the schedule. The work is scheduled to be completed in its entirety on or before August 1, 1998.

SECTION 5 - PAYMENTS TO ARCHITECT

5.1 Contract Amount

The Project scope has not yet been fully defined and will not be until the end of PHASE 2 Site and Building Analysis. Therefore, the parties agree to the maximum fee based upon hourly rates until the completion of PHASE 2. At that time, the parties will negotiate and set the fee for the balance of the services.

PHASE 1 Maximum Amount	\$12,000
PHASE 2 Maximum Amount	\$18,000

The hourly rates are attached and marked as Attachment "C". Unless another agreement as to costs is reached, any Additional Services agreed to pursuant to SECTION 2, shall be compensated at the hourly rates as indicated in Attachment "C".

5.2 Progress Payments

Monthly progress payments would be made based on work completed during the month.

5.3 Billing and Payment Procedure

On or before the tenth day of each month, ARCHITECT shall submit to CITY an invoice for the work performed during the preceding month. The invoice shall include a summary of the work accomplished by Project element during the billing period, the billing rate and hours worked for each member of ARCHITECT's team. Expenses for reimbursables shall be separately detailed and included in the total. The monthly billing shall also provide for accumulative totals of the Agreement amount expended. ARCHITECT shall allocate the work in such a manner that each monthly billing is a fair representation of the effort normally required for each phase of the work. The City Representative shall review each monthly billing for consistency with the contract requirements. Upon satisfactory review, the City Representative shall approve the monthly billing and CITY shall pay the amount certified to the ARCHITECT. The City Representative's certification of a payment due, however, shall not prevent the City Representative from later determining that the certification was in error, payment shall be made within thirty days of receipt of invoice by CITY.

5.4 Audit of Payments

CITY, either directly or through a designated representative, may audit the records of ARCHITECT at any time during a three year period established as the period for which the ARCHITECT is to maintain the records. If an audit discloses that payments to ARCHITECT were in excess of the amount to which the ARCHITECT was entitled pursuant to contract, then ARCHITECT shall repay the amount of the excess to CITY, and CITY shall pay any underpayment to ARCHITECT.

SECTION 6 - GENERAL CONSIDERATION

6.1 Standard of Care

ARCHITECT shall perform all services under this Agreement in a manner which is consistent with generally accepted standards of professional architectural practice.

6.2 Termination

6.2.1 This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. However, no termination for default may be initiated unless the other party is given a ten (10) calendar day period to correct any alleged failure after written notice (delivery by certified mail, return receipt requested) of intent to terminate.

6.2.2 This Agreement may be terminated upon mutual written agreement by the parties at any time or by CITY for its convenience upon written notice.

6.2.3 Upon any termination, ARCHITECT shall: (1) promptly discontinue all services affected unless a termination notice from the CITY directs otherwise; and (2) upon full payment for services, deliver or otherwise make available to CITY all information and/or materials as may have been accumulated by the ARCHITECT in performing this Agreement, whether completed or in process. ALL payments due the ARCHITECT at termination shall be made as provided in paragraph 5.3.

6.3 Opinions of Probable Construction Cost

Since the ARCHITECT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining process, or over competitive bidding or market conditions, ARCHITECT's Opinions of Probable Construction Cost provided for herein are to be made on the basis of the ARCHITECT's experience and qualifications and represent the ARCHITECT's judgement performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances who are familiar with the construction industry. Therefore, the ARCHITECT cannot and does not guarantee that proposals or actual Construction Costs will not vary from Opinions of Probable Construction Costs prepared by the ARCHITECT.

6.4 Reuse and Ownership of Documents

All work ARCHITECT performs under this Agreement shall be considered work made for hire and shall be the property of CITY. CITY shall own any and all data, documents, plans, copyright specifications, working drawings, calculations, including computer disks, and any other material ARCHITECT produces in connection with this Agreement. Upon completion or termination of this Agreement, ARCHITECT shall deliver these materials to the Project Manager. ARCHITECT may retain for its own use, and at its own costs, copies of the material. CITY may make and retain copies for information and reference by CITY and others. CITY agrees to hold harmless and indemnify ARCHITECT against all damages, claims and losses arising out of any reuse or re-work of the plans and specifications, and other materials without the written authorization of ARCHITECT.

6.5 Insurance

6.5.1 ARCHITECT is not an officer, employee or agent of the CITY as those terms are used in Oregon Revised Statute (ORS) 30.265.

6.5.2 During the life of this Agreement, ARCHITECT shall maintain the following minimum insurance:

A. ARCHITECT shall maintain professional liability insurance which shall provide coverage in the minimum amount of \$500,000 to protect ARCHITECT and CITY from claims, demands, actions and suits for negligence or malpractice arising from ARCHITECT's work under this Agreement. CITY shall be named as an additional insured on said policy.

B. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than Two Million Dollars (\$2,000,000). CITY shall be named as an additional insured on said policy.

C. Automobile bodily injury and property damage liability covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than Three Hundred Thousand Dollars (\$300,000). CITY shall be named as an additional insured on said policy.

D. Statutory worker's compensation and employer's liability insurance as required by state law. ARCHITECT, its subconsultants, if any, and all employees working under the Oregon Workers Compensation laws, shall comply with ORS 656.017 which requires them to provide workers compensation coverage for all their subject workers. ARCHITECT further agrees to maintain workers compensation insurance coverage during the duration of this Agreement.

6.5.3 ARCHITECT shall submit to the CITY certificates of insurance for the policies listed above. CITY certifies that CITY has received from ARCHITECT certificates for professional liability, automobile and general liability.

6.5.4 ARCHITECT shall maintain said policies required under this Agreement during the term of this Agreement. Said policies of insurance shall not cancel without forty-five (45) days written notice first being given to CITY through the City Attorney.

6.6 Subconsultants

ARCHITECT shall not subcontract the work, in whole or part, without CITY's prior written approval. It is hereby agreed that the ARCHITECT may subcontract portions of the work to those consultants listed in ARCHITECT's proposal. Specifically, these consultants are:

Civil Engineering

Goebel Engineering & Surveying
1492 Pearl Street
Eugene, Oregon 97401
Phone: (541) 687-0542

Mechanical and Electrical Engineers

Balzhiser & Hubbard Engineers
975 Lincoln Street
Eugene, Oregon 97401
Mailing: PO Box 10347
Eugene, Oregon 97440
Phone: (541) 686-8478

Landscape Architecture

Dougherty Landscape Architects
474 Willamette Street
Eugene, Oregon 97401
Phone: (541) 683-5803

Estimating

Tom Giesen Consultant
915 Oak Street
Eugene, Oregon 97401
Phone: (541) 485-1382

Structural Engineer

M.R. Richards Engineering, Inc.
99 West 10th Avenue, Suite 117
Eugene, Oregon 97401
Phone: (541) 687-0129

ARCHITECT shall require any approved subconsultant to agree, as to the portion subcontracted, to comply with all obligations of the ARCHITECT specified in this Agreement. Notwithstanding CITY's approval of a subconsultant, ARCHITECT shall remain obligated for full performance of this agreement, and CITY shall incur no obligation to any subconsultant. ARCHITECT shall indemnify, defend and hold CITY harmless from all claims of subconsultants arising from the use of subconsultants or ARCHITECT shall require all subconsultants to have and maintain minimum insurance in accordance with Section 6.5.2. However, limits and terms may be different. CITY may approve lower limits and terms upon request. Approval by CITY cannot be unreasonably withheld. CITY can require ARCHITECT to have subconsultants submit certificates of insurance for City Attorney's approval.

6.7 Controlling Law

This Agreement is to be governed by and construed in accordance with the laws of the State of Oregon. In connection with its activities under this agreement, the ARCHITECT shall comply with all applicable federal, state and local laws and regulations.

6.8 Indemnification

ARCHITECT hereby agrees to indemnify and hold harmless CITY, its officer, and employees from and against any and all liability, claim suits, loss, damage, costs, and expenses arising out of or resulting from negligent acts, errors, omissions or negligent performance of the work performed by ARCHITECT, its officers, employees, subconsultants or agents in the performance of their services under this Agreement.

6.9 Changes or Modifications

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

6.10 Maintenance of Records

ARCHITECT shall maintain records on a current basis to support its billing to CITY. CITY, or its authorized representative, shall have the authority to inspect, audit and/or copy upon reasonable notice, from time to time, any records of ARCHITECT regarding its billing or work hereunder. ARCHITECT shall retain these records for inspection, audit and/or copying for three years from the date of completion or termination of this Agreement.

6.11 Arbitration

Any dispute arising out of or in connection with this Agreement which is not settled by mutual agreement of ARCHITECT and CITY within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon, for the County of Yamhill. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration and any litigation arising out of or in connection with this Agreement, shall be conducted in Newberg, Oregon, shall be governed by the laws of the State of Oregon, and shall be as reasonable as possible. The applicable arbitration rules for the Yamhill County Courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting of ARCHITECT and CITY. Insofar as ARCHITECT and CITY legally may do so, they agree to be bound by the decision of the arbitrator. Notwithstanding any disputes under this Agreement, whether before or during arbitration, ARCHITECT shall continue to perform its work pending resolution of this dispute and CITY shall make payments as required by this Agreement for any undisputed portions of the work.

6.12 Severability and Waiver

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.

6.13 Extent of Agreement

This Agreement, including all exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services,

notice to proceed or other form or document issued by CITY with respect to the ARCHITECT's services.

6.14 Nondiscrimination

The parties agree not to discriminate on the basis of race, religion, sex, color, age national origin, martial status, sexual orientation, or family relationships in the performance of this Agreement.

6.15 Attorney Fees

In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceedings. In case of arbitration, the arbitrator shall set the reasonable attorney fees; and in case of litigation the Court shall set the fees at trial, on appeal or upon review.

6.16 Breach of Contract

A waiver of any breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

6.17 Notices

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

TO CITY: Terrence D. Mahr and
City Attorney
City of Newberg
414 E. First Street
Newberg, Oregon 97132

Robert I. Tardiff, Jr.
Chief of Police - City Representative
City of Newberg
414 E. First Street
Newberg, Oregon 97132

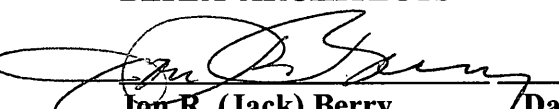
TO ARCHITECT:

Jon (Jack) Berry, President
Berry Architects
1670 Willamette Street
Eugene, Oregon 97401

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

BERRY ARCHITECTS

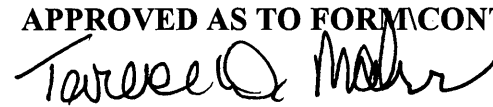
CITY OF NEWBERG


Jon R. (Jack) Berry
President

2/21/97
/Date


Duane R. Cole, City Manager Date
By Authority of Resolution No. 97- 2029
Adopted by the Newberg City Council
on February 18, 1997

APPROVED AS TO FORM/CONTENT:


Terrence D. Mahr
City Attorney

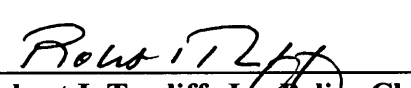
CITY REPRESENTATIVE

I, **DUANE R. COLE**, City Manager of the City of Newberg, hereby designate Robert I. Tardiff, Jr., Newberg Police Chief, as City Representative for the Police Station Facilities Project.

DATED this 21st day of February, 1997.


Duane R. Cole, City Manager

ACCEPTANCE:


Robert I. Tardiff, Jr., Police Chief

February 21, 1997
Date

ATTACHMENT "A"
PROPOSED SERVICES FOR
CITY OF NEWBERG
POLICE AND FIRE ADMINISTRATION FACILITIES
REVISED 01/03/97

PHASE 1: SPACE NEEDS ASSESSMENT

A. Information Gathering

1. Workshop #1: City Police, Communications Company, Fire and Legal Departments Leadership, and other City personnel involved in the study (hereafter called "City". Meet with City representatives for discussion of objectives and scope, and procedures for implementing the study as a whole. In addition to project organization; discuss background issues, such as City historic relationships, community perceptions, influences on and uniqueness of the community. Also discuss facility issues such as existing buildings, sites, images, character and quality, historic status, shared facilities and concerns, future programs and concerns.
2. Workshop #2: Departmental Multiple Workshops.
Meet with key City staff for each department (involved in the Study). Similar discussions as in Workshop #1, but more specific to department needs.
3. Workshop #3: Group / Individual As Required.
Group and individual interviews as required to determine existing or proposed work patterns, desired adjacencies and needs in the new facilities.
4. Workshop #4: Public Meeting
Meet with interested members of the public and City representatives. Explain overall scope of and process for the project. Present alternative conceptual site plan diagrams. Discuss exterior elements of building design (e.g. number of stories, character, materials, etc.). Serve as facilitator for open forum to receive public input for the project.
5. Meeting Notes
Provide written conference notes of Workshops, including individual interviews.
6. Facilities Tour
Tour existing facilities.
7. Base Information
Obtain base information from the City, including site plans, existing building plans, topographic surveys, current and projected staffing levels, vehicle parking and other information needed concerning the sites, existing building operations and staffing.

B. Space Standards

1. Provide example space diagrams of typical areas to assist the City in establishing space standards for various offices, work stations, equipment and other specific areas. This will include individual work station review with work groups identified by City.

C. Space Needs Projection.

1. Provide Space Needs charts for current and for the 20 year need, based on current and projected staffing requirements and space standards. The translation of staffing to space needs will be accomplished by allocating appropriate space for each work area, necessary equipment, amenities, circulation and other considerations for buildings and site. Site considerations including parking, service yards, required setbacks and landscaping.

D. Adjacency Diagrams

1. Provide "bubble" diagrams to illustrate needed horizontal adjacency, circulation, security and efficient work requirements. Diagram or Chart preferred vertical adjacencies. These diagrams will be used to help determine building proportions, floor arrangements and circulation patterns. Note: much of this information has been gathered by City and needs to be formatted to be communicated to staff.

E. Draft Presentation

1. This concludes Phase I. The resulting meeting notes, space standards, space projections and adjacency diagrams will be presented in draft form.

2. Workshop #5: Presentation

Meet with key City and Communications Company representatives for presentation of draft of Phase I.

3. City review and approval before completion of Phase 2.

PHASE 2: SITE AND BUILDING ANALYSIS

A. Existing Building Assessments

1. Study of existing conditions, renovation needs and remodeling possibilities of existing buildings. This study will be limited at this time to the Fire Department Building.

B. Site Assessments:

1. Analysis of the prospective sites for adequacy and suitability for location or expansion of buildings, parking and other needs for the intended uses, as well as suitability of any community plans.

2. Consider future expansion, official and visitor vehicle access, traffic circulation and visual amenities.

3. Also consider availability of utilities, soil conditions (if reports available for sites, or adjacent sites), impact of facility on neighborhood; and of neighborhood on facility.

C. Site Plan Diagrams:

1. Based on the Meeting Notes, Space Needs, Adjacency Diagrams and Sites and Building Assessments, develop conceptual alternative site plans.
2. Show potential or required site expansion.
3. Plans to indicate approximate locations of buildings, parking and other significant features. Drawings and test shall indicate possible phasing of development for future need, and number of floor levels, public and official access to respective parking and building entrances. Include alternative study schemes for each site for initial review by the city. Revise as required and include in final report.
4. Workshop #6: Site Plan Diagrams
Meet with City to present initial alternative conceptual site plan diagrams in preparation for public meeting. This meeting will include a presentation to the Mayor and City Council or a Council Committee assigned the task of monitoring this project.

D. Existing Buildings Renovation/Expansion Diagrams

1. Based on the Meeting Notes, Needs Assessment, Existing Building Assessments and Site Diagrams, provide plan diagrams of existing buildings showing the scope of suggested renovation and/or expansion. Include alternative building schemes for review. Revised as required.

E. New Building Conceptual Diagrams

1. Based on the Space Needs Assessment and Site Assessments, provide alternative conceptual plan diagrams of any proposed new buildings. Include study schemes for building for review. Revise as required and include in final report.

F. Statement of Probable Project Cost

1. For Site and Building Diagrams selected by the City, provide a Statement of Probable Project Cost for the projected needs.
2. Estimates shall be based on current area, volume, or other unit costs, and may at City's option include such items as:
 - (a) Demolition and Clearing
 - (b) Parking
 - (c) Service Yard
 - (d) Landscape
 - (e) New Building Construction
 - (f) Renovation of Existing Buildings
 - (g) Furnishings Allowance
 - (h) Allowances for Architect/Engineers Fees, Surveys, Soil Testing
 - (i) Construction Testing
 - (1) Moving Costs
 - (2) Contingencies

- (3) Other estimated project cost information as provided by the City (e.g., real estate costs)

G. Presentation

1. **Workshop #7: Presentation/Review**
Meet with key City representatives for presentation and discussion of preliminary Conceptual Site Plans, Existing Building renovation/Expansion Diagrams and New Building Conceptual Diagrams. Revise as required.
2. **Workshop #8: Public Meeting**
 - (a) Meet with interested members of public and City representatives. Present project, including:
 - (1) Current and 20 Year Space Needs
 - (2) Existing Building Footprint
 - (3) New Building Footprint
 - (4) Design of Exterior of the New Building
 - (5) Elevation sketches to provide public with views of the facilities from park, Blaine Street, Howard Street and front of Fire Station
 - (b) Present Alternative Concepts for:
 - (a) Existing Buildings Renovation/Expansion
 - (b) New Buildings
3. Respond to questions and serve as facilitator for open forum to receive public input regarding the projects. (At City's option, this public meeting can be held during or at end of PHASE 3 Schematic Design).
4. **Workshop #9: Review of Public Input**
Meet with key City representatives to review public input and select Conceptual Design for further development.

PHASE 3: SCHEMATIC DESIGN

- A. Based on selected Conceptual Design Diagrams, prepare Schematic Site and Building Designs.
- B. Prepare lists of alternative building systems and materials, including:
 1. Architectural
 2. Structural
 3. Mechanical
 4. Electrical
- B. Workshop with City and Communications Company

- C. Refine Scheme; final drawings include:
 - 1. Site Plan
 - 2. Floor Plan(s)
 - 3. Building Sections
 - 4. Exterior Building Elevations or Sketches
 - 5. Mechanical and Electrical Systems Schemes
- D. Review with Building Officials
- E. Prepare Outline Specifications
- F. Prepare Statement of Probable Construction Costs
- G. Review Schedule
- H. Presentation to City
- I. City Approval of Schematic Design

PHASE 4: DESIGN DEVELOPMENT

- A. Based on approved Schematic Design, develop and refine design to include:
 - 1. Location of equipment and systems
 - 2. Location of cabinets and furnishings
 - 3. Location of security system
- B. Outline Phasing Sequences
- C. Outline Potential Bidding Alternatives
- D. Workshops with City - Progress Drawings
- E. Final Design Development Documents by following disciplines:
 - 1. Architectural
 - 2. Civil
 - 3. Landscape
 - 4. Structural

- 5. Mechanical
- 6. Electrical
- F. Final Design Documents Include:
 - 1. Site Plans
 - 2. Floor Plans
 - 3. Building Sections
 - 4. Exterior Building Elevations
 - 5. Interior Building Elevations
 - 6. Reflected Ceiling Plans
 - 7. Cabinet Designs
 - 8. Work Stations
 - 9. Equipment Locations
- G. Update Outline Specifications
- H. Update Statement of Probable Construction Costs
- I. Update Schedule
- J. Review with Building Officials as required
- K. Presentation to City
- L. City Approval of Design Development

PHASE 5: CONSTRUCTION DOCUMENTS

- A. Obtain "Project Manual" requirements from City (general, supplementary and special conditions, advertisements for bids, bidding requirements, etc.)
- B. Prepare working drawings, construction specifications and bidding documents
- C. Periodic check sets from all disciplines
- D. Update statement of probable construction cost at 50% and 90% complete
- E. Periodic progress reviews with City

- F. Determine bidding alternates
- G. Submit plans and specifications for building permit process
- H. Submit documents to City for review
- I. City approval of documents
- J. Update schedules
- K. Assist in setting dates for bid advertisement and bid opening

PHASE 6: BIDDING PERIOD

- A. Assist City in preparation of advertisement for bids
- B. Facilitate pre-bid conference
- C. Respond to inquiries during bidding, issue clarifications and approvals for substitution by addenda, if needed
- D. Issue addenda as required
- E. Prepare bid tally form
- F. Attend bid opening
- G. Assist City in determining successful bidder
- H. Prepare or assist City in preparation of construction contract
- I. Facilitate pre-construction conference

PHASE 7: CONSTRUCTION ADMINISTRATION

- A. Periodic site visits (1/week average); issue written report
- B. Respond to contractor's request for information (RFI)
- C. Issue clarification drawings, if needed
- D. Prepare change orders, if needed
- E. Review contractor's pay requests
- F. Maintain project records
- G. Review shop drawings and other submittals

- H. Prepare color/finish board
- I. Review color/finishes with City
- J. Perform substantial and final completion inspections; prepare a "Punch List"
- K. Pre-occupancy commissioning (oversee testing of all systems to determine operational)
- L. Establish dates of completion
- M. Provide project as-built drawings based on contractor's marked field set
- N. Post occupancy review near end of warranty period

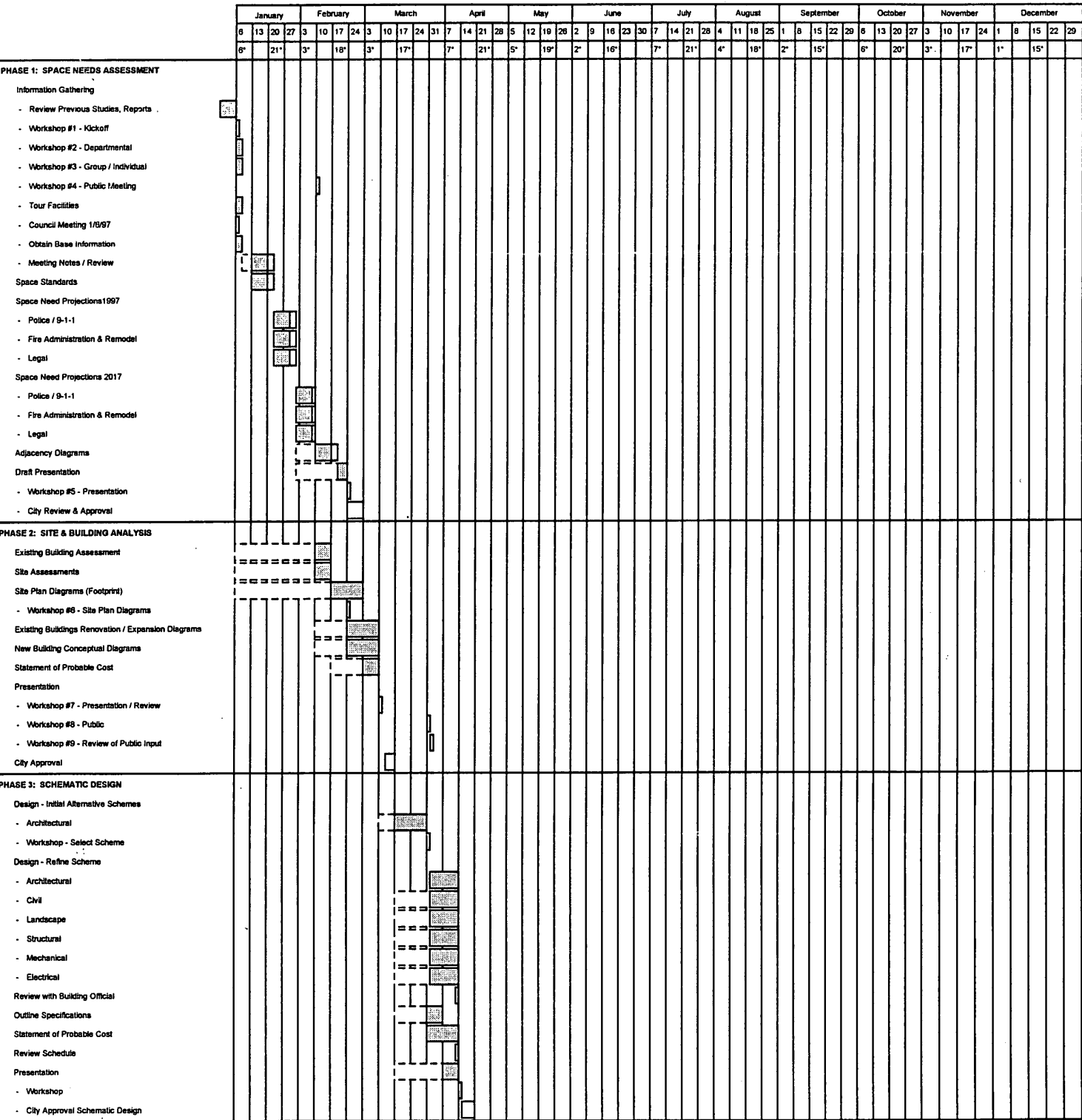
**PROPOSED SERVICES FOR
CITY OF NEWBERG
POLICE AND FIRE ADMINISTRATION FACILITIES
REVISED 01/03/97**

ADDITIONAL SERVICES

BERRY ARCHITECTS will provide the following as additional services if requested by City:

- A. Services associated with selecting the contractor by other than conventional bidding process, such as:
 - 1. Assistance in contractor pre-qualification process
 - 2. Assistance in evaluating subcontractors
- B. Services associated with invoicing the contractor and subcontractors in the design of the project, such as:
 - 1. "Partnering" or similar processes with City, contractor and subcontractors during design, and/or in the selection of building materials and systems.
- C. "Resident" on site construction administration services, in addition to normal periodic site visits.

PROPOSED SCHEDULE for
CITY OF NEWBERG
POLICE & FIRE FACILITIES
Revised 1/3/97



PHASE 4: DESIGN DEVELOPMENT	PHASE 5: CONSTRUCTION DOCUMENTS	PHASE 6: BIDDING PERIOD	PHASE 7: CONSTRUCTION ADMINISTRATION
Design - Equipment & Systems - Cabinets & Furnishings - Security Systems - Architectural - Civil - Landscape - Structural - Mechanical - Electrical - Disciplines Review Outline Phasing Sequences Outline Potential Alternatives Review - Progress Drawings - Workshop Final Design Documents Update Outline Specifications Update Statement of Probable Cost Update Schedule Review with Building Official Presentation to City City Approval Design Development	Obtain Project Manual Requirements Working Drawings & Specifications Periodic Check Sets - Disciplines In House Review Progress Reviews with City Determine Bidding Alternates Update Statement of Probable Cost Submit Plans for Permit Process City Review Update Schedules	Assist in Setting Advertise Bid Dates Out to Bid Pre Bid Conference Addenda / Approvals Bid Opening City Review Construction Contract / Notice to Proceed	PHASE 7: CONSTRUCTION ADMINISTRATION Preconstruction Conference Construction Periodic Site Visits (1 / week average); issue written report Respond to Contractor's request for information (RFI) Issue Clarification Drawings if needed Prepare Change Orders, if needed Review Contractor's Pay Requests Maintain Project Records Review Shop Drawings and Other Submittals Prepare Color / Finish Board Review color / finishes with City Perform Substantial and Final Completion Inspections Establish dates of completion Provide project as-built drawings

 Architect Services
 Earliest Start Architect Activities
 Activity by City or Others
 * **City Council Meeting Date**

EXHIBIT "B"
BERRY ARCHITECTS AGREEMENT

CITY OF NEWBERG OREGON

Project Hourly Billing Rates
For Professional Services
January 1, 1997 through December 31, 1998

CATEGORY	HOURLY RATE
Principal	\$72.50
Project Manager/Architect	\$72.50
Project Programmer	\$65.00
Staff Architect	\$63.00
Senior Designer/Drafter	\$51.50
Design/Drafter	\$42.00
Clerical	\$34.00

Consultants

At cost

Reimbursable Expenses

At cost, including:

Transportation
Long distance communications
Fees paid to authorities having jurisdiction over project
Reproductions
Postage and handling
Data processing and photographic techniques
Requested renderings and models
Rental or purchase of special equipment or materials

rates'97

A PROFESSIONAL
CORPORATION



ARCHITECTURE
PLANNING
INTERIORS