

# ***AGREEMENT***

***CITY OF NEWBERG***

***AND***

***SERA ARCHITECTS PC***

**CITY HALL REMODEL, RESTORATION,  
& EXPANSION PROJECT**

**February 4, 1999**

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

This AGREEMENT is made and entered into this 4th day of February, 1999, and is effective as to the parties as of 9th day of September, 1998, by and between the **CITY OF NEWBERG**, an Oregon Municipal Corporation, hereinafter referred to as "**CITY**", and **SERA ARCHITECTS PC**, 123 NW Second Avenue, Portland, Oregon 97209, hereinafter referred to as "**ARCHITECT**", for architectural services for the remodel, restoration, & expansion of City Hall (414 East First Street, Newberg, Oregon 97132), hereinafter referred to as "Project."

**Recitals:**

1. The **CITY** is interested in remodeling and renovating the Newberg City Hall.
2. **ARCHITECT** has worked with the City concerning this and has knowledge and experience in remodeling and renovation.
3. The **CITY** has, by Resolution, authorized the **CITY** to enter into a contract with **ARCHITECT** for professional architectural services that are provided for this agreement.
4. The City Council on September 8, 1998, adopted Resolution No. 98-2136 which authorizes the City Manager to enter into this Agreement with the **ARCHITECT**.

**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. **ARCHITECT** represents to the **CITY** that the basic services are adequate to furnish complete architectural services to the project and include the normal structural, mechanical, and electrical engineering services that would be furnished on a project of this size.

**SECTION 2 - ADDITIONAL SERVICES**

2.1 Additional Services not covered in Section 1, shall be provided if authorized and confirmed in writing by **CITY** prior to commencement of work. The services shall be compensated at the hourly rates as set out

in attachment 'C,' attached hereto and made a part of this agreement as if fully set forth herein, or as agreed upon. Such compensation shall be in addition to the compensation for basic services. If authorized by CITY, these Additional Services will be performed under additional Task Orders defining the services provided by this Agreement. The ARCHITECT will be reimbursed for any significant change in the scope of the project which occurs after the CITY has accepted a completed phase of the design provided that the change is approved in writing by the CITY prior to the work being done. Any Work started or completed prior to written authorization by the CITY shall be done at the expense of the ARCHITECT.

## **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**

The CITY'S representative shall 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**

The CITY'S representative shall 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**

The CITY's representative shall 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**

The CITY's representative shall 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**

It is agreed that the effective date of the contract is September 9, 1998 (the date that the ARCHITECT commenced work for the CITY). ARCHITECT has commenced work for the CITY. 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 set out in attachment 'B,' attached hereto and made a part of this agreement as if fully set forth herein. 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 November 30, 1999.

## **SECTION 5 - PAYMENTS TO ARCHITECT**

**5.1 Contract Amount Not-to-exceed \$104,730 on a time basis for Phase 1, 2, 3, 4 and 7, and on a fixed fee basis for Phases 5, 6 and 8 for an additional \$236,900 for a total of \$341,630.**

The ARCHITECT shall be compensated for the services pursuant to this contract at the ARCHITECT'S hourly rates for a total architectural fee not-to-exceed One Hundred Four Thousand Seven Hundred Thirty Dollars (\$104,730) for Phases 1, 2, 3, 4 and 7, and on a fixed fee not to exceed Two Hundred Thirty Six Thousand Nine Hundred Dollars (\$236,900) for Phases 5, 6 and 8 for a total of Three Hundred Forty One Thousand Six Hundred Thirty Dollars (\$341,630). This amount is allocated to the project as specified in attachment "C." Hourly rates are attached and included in 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 shall 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 for the services provided on a time basis to an architectural fee not to exceed 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. The invoice for the fixed fee component shall indicate percent complete of the fixed fee per month of the phase of services being provided. Expenses for reimbursables shall be 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**.

**5.5** The **CITY** is responsible to pay for all permit fees on the project.

## **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 consent 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 through the date and materials delivered, 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 Reuse and Ownership of Documents**

**6.3.1** 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 and payment, **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 for promotional and professional use. **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**.

**6.3.2** **ARCHITECT** will exercise the normal standard of care applicable to design professionals in an effort to assist the **CITY** in ensuring that the project is Year 2000 Compliant. In so doing, the **ARCHITECT** shall include in the Construction Documents a provision requiring (1) all computer technology incorporated into or utilized by the Work to be Year 2000 Compliant; (2) the **CITY** is to request the Contractor to notify the **CITY** and the **ARCHITECT** immediately upon learning that any computer technology incorporated into or utilized by the Work is not Year 2000

Compliant; (3) the **CITY** is to request that the Contractor is to include in all subcontracts and purchase orders at all tiers a provision requiring all suppliers of computer technology incorporated into or utilized by the Work to submit to the Contractor for transmittal to the **CITY** written warranties extending to the **CITY** stating that all such technology is Year 2000 Compliant; and (4) the **ARCHITECT** is to include in the Specifications a requirement that the Contractor, as a condition of archiving substantial completion of the Work is to submit written confirmation that to its best knowledge, information and belief all suppliers of computer technology incorporated into or utilized in the Project have submitted the warranties required by item (3). The **ARCHITECT** shall not otherwise be responsible or liable for its inability to perform or complete its services due to any computer technology not being Year 2000 Compliant, or for computer technology incorporated into or utilized by the Work not being Year 2000 Compliant. As used in this paragraph, the phrase 'computer technology' shall mean and include any and all devices, systems, machinery, information technology, computer software and hardware and other date-sensitive technology, including but not limited to such technology which utilizes microcomputer, minicomputer or programmable logic controllers, whether it be owned, leased, or otherwise utilized by the **ARCHITECT**, its consultants at any tier, or any other person or entity, whether or not it be incorporated into or utilized by the Work or a portion thereof, and whether or not it be utilized in the design or construction of the Work, the Project, or any work or any project. As used in this paragraph, the phrase "Year 2000 Compliant" shall mean that such computer technology accurately processes date and time data, including but not limited to the processes of calculating, comparing and sequencing of date and time data, from, into and between the Twentieth and Twenty-first Centuries, the years 1999 and 2000 and leap years."

#### **6.4 Insurance**

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

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

A. **ARCHITECT** shall maintain professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) which shall provide coverage to protect **ARCHITECT** and **CITY** from claims, demands, actions and suits for negligence or malpractice arising from **ARCHITECT'S** work under this Agreement.

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 One Million Dollars (\$1,000,000.00). **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.

**6.4.3 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.

**6.4.4 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.

## **6.5 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 attached as Attachment "A.". The **ARCHITECT** will submit names of Subconsultants for **OWNER**'S review prior to completing Subconsultant Contracts.

**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 6.4.2. 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.

## **6.6 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.

## **6.7 Indemnification**

**ARCHITECT** hereby agrees to indemnify and hold harmless **CITY**, its officer, and employees from and against 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.

## **6.8 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.

## **6.9 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.

## **6.10 Mediation and Arbitration**

### **6.10.1 Mediation**

Any claims, dispute, or other matter in question arising out of or relating to this Agreement shall be subject to mediation as a condition precedent to arbitration or any other legal or equitable proceedings by either party.

If such matter relates to or is subject to file a lien arising out of the **ARCHITECT'S** services, the **ARCHITECT** may proceed in accordance with applicable law to comply with the lien notice or filing deadline prior to resolution of the matter by mediation or arbitration.

### **6.10.2 Arbitration**

Any claims, disputes, or other matters in question arising out of or relating to this Agreement which are not settled by mutual agreement of **ARCHITECT** and **CITY** through mediation shall, within sixty (60) days of notification in writing by either party, 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.

### **6.10.3 Consolidation.**

In addition to the agreement to mediate (paragraph 6.10.1) and arbitrate (paragraph 6.10.2), the **CITY** and the **ARCHITECT** agree to consolidate mediation and/or arbitration of such claims, disputes, and other matters in question between them regarding the project with related claims, disputes, and other related matters in question regarding the project between and among the owner, **ARCHITECT**, contractor's assurances, the owner's third-party designers, and contractors and anyone else under contract with the **CITY** or any other party to perform work or services related to the project.

### **6.10.4 Enforceability.**

The agreement to arbitrate and/or consolidate under this article shall be specifically enforceable under applicable law in a court having jurisdiction thereof.

### **6.11 Claims for Consequential Damages**

The CITY and ARCHITECT waive consequential damages for claims, disputes, and other matters in question arising out of or relating to this agreement. This mutual waiver is applicable without limitations to all consequential damages due to either party's termination of this agreement in accordance with paragraph 6.2.

### **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:

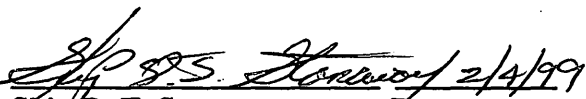
**TO CITY:** Terrence D. Mahr and Duane R. Cole  
City Attorney City Manager  
City of Newberg City of Newberg  
PO Box 970, 115 S. Howard Str. PO Box 970, 115 S. Howard Str.  
Newberg, Oregon 97132 Newberg, Oregon 97132

**TO ARCHITECT:** Skip D. F. Stanaway, Principal-in-Charge and Project Manager  
**SERA ARCHITECTS PC**  
123 NW Second Avenue  
Portland, Oregon 97209

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

**SERA ARCHITECTS PC**

**CITY OF NEWBERG**

  
Skip D. F. Stanaway Date  
Principal-in-Charge and  
Project Manager

  
Duane R. Cole Date  
City Manager  
By Authority of Resolution  
No. 98-2136 Adopted by the Newberg  
City Council on September 8, 1998

**APPROVED AS TO FORM/CONTENT:**

  
Terrence D. Mahr, City Attorney

**ATTACHMENT "A" - Page 1 of 4**  
**PROPOSED SERVICES FOR**  
**CITY OF NEWBERG**  
**CITY HALL REMODEL, RESTORATION, & EXPANSION PROJECT**

The following is based upon SERA Architects' Proposal Letter to Mr. Duane Cole, City Manager, City of Newberg, dated August 27, 1998, which included the following proposal assumptions and Scope of Work

**PROPOSAL ASSUMPTIONS**

Our Proposal was based upon the following project assumptions:

- Our Proposal was based upon the renovation of the existing City Hall and addition to the west side as indicated in "Option B" of the Renovation Master Plan Document dated July 6, 1998.
- Our services are based upon the Owner's selection of a CM/GC who will do the work on a negotiated basis and be responsible for all estimates of Construction Costs related to the project. Selection of the CM/GC is to be accomplished prior to the completion of concept refinement.
- Architect does not assume responsibility for any identification, removal and other work incidental to asbestos, lead paint, or other hazardous material related to this Project and, therefore, no services are included within the range of this Proposal.
- The following consultants are included in this Proposal: structural, mechanical, electrical, landscape and civil engineering.
- Our services include a field verification of the plans only to determine, as best we can visually, the non-structural building elements that are to be reviewed. We are not including any destructive testing or opening up of chases or shafts. Unforeseen conditions may develop during the actual demolition, which you should plan on covering with a contingency for the work.
- The basic services do not include, and therefore the fee does not include, any special inspection required by the City of Newberg. These may be required as a condition of the building permit issued by the City.

**SCOPE OF WORK**

**Architectural**

SERA Architects will provide design, prepare contract documents and provide construction observation. Our services also include the coordination of our consultants, working with the selected General Contractor and coordination with the City of Newberg. We propose to divide our service into the following seven phases:

Following was the Scope of Work/Approach proposed for the Project:

**Phase 1 - Investigation/As-built Documentation**

- Field investigation of the existing conditions of the City Hall, Annex, and site area.
- Documentation of the investigation in written report.
- Existing conditions documentation in AutoCAD for use as demolition drawings and for renovation base sheets.
- Written historic inventory documentation form with photos.
- Presentation of findings to City Council.
- Participate in selection process for CM/GC.

**Phase 2 - Program Confirmation and Refinement**

- Confirmation of architectural program developed during master plan study
- Refine program of space needs, area and relationships.
- Develop systems program requirements and design criteria working with owner's standards and team recommendations.
- Prepare written Program Document.

**Phase 3 - Master plan and Concept Refinement**

- Further development of Site Concept Master plan with Phasing identification:
  - Site Plan drawing and concept site study model.
- Further development of City Hall renovation concept drawings:
  - Floor plans with department block plans.
- Concept development of building addition.
- Concept development of building elevations.
- Concept development of systems integration.
- Update of concept cost estimate.
- Present master plan and renovation/addition concepts to City Council

**Phase 4 - Schematic Design**

- Further development of City Hall renovation concept drawings to schematic level:
  - Floor plans with department block plans
  - Phased site master plan
- Concept development of building addition to Schematic level
- Development of schematic drawings to appropriately document the scale and relationship of building components:
  - Site plan with landscape, civil, and lighting.
  - Floor plans.
  - Elevations.
  - Building sections.
  - Scope drawings for structural, mechanical, and electrical.
  - Presentation drawings, and model.
- Development of systems integration and coordination.
- Schematic design cost estimate/value engineering session with CM/GC.

- Written schematic design document documenting the design process (4 copies)

#### Phase 5 - Design Development

- Refinement of Schematic Design to Design Development Documents to fix and describe the size and character of the project (4 copies).
- Development of outline specifications (4 copies).
- Cost estimate/value engineering with CM/GC.

#### Phase 6 - Contract Documents

- Continued development of Design Development Documents into Contract Documents for CM/GC Construction setting forth in detail the requirements for construction of the project (20 copies).
- Specifications (20 copies).
- Cost estimate.

#### Phase 7 - Bidding

- Assist CM/GC in bidding
- Assist City and CM/GC in obtaining permit(s) - 16 hours maximum.

#### Phase 8 - Construction Administration

- Construction Administration for a 9-month construction period to final completion.
- Project closeout documentation with CM/GC.
- Project finalization/debrief within 30 days of final completion.
- We propose to provide services during the construction of the project which include agency consulting; owner-supplied data coordination; in-office construction administration dealing with the processing of submittals, shop drawings, product data and contractor application for payment; construction observation in the field and project closeout.
- We have based our construction observation services upon a 9-month construction period, with weekly meetings for the duration of the project. This makes a total of 39 construction observation and/or construction meetings at the job site. Any additional observations or meetings beyond this number will be considered an additional service.

#### Interior – Space Planning and Furniture

- Scope of work will provide City of Newberg with a detailed space plan and furniture package for open offices, private offices and all ancillary spaces. Furniture scope is based upon the preliminary budget of \$75,000 as stated in the Renovation Master Plan document.
- Space planning includes layout of each of the standard workstations and offices, code review of the space plans; layout for existing furniture, files, etc.; coordination with electrical engineer for power/data requirements and floor monument locations; and review of the space plans with each of the departments for final approval. We have allowed for two (2) meetings with each of the departments.

- Furniture scope includes update of budget to reflect approved space plan, determination with the City of the performance requirements for the open office furniture systems, review of the products available on public agency contracts, assistance to City with final selection of open office furniture system, preparation of the drawings for the workstations with power/data ports located, amps indicating for each workspace, and coordination with building circuits for sign-off by licensed engineer or electrician, and plans showing all worksurfaces components/storage/ accessories. Scope also includes selection and specifications of products for private office furniture and furniture for all ancillary areas. Included are plans for all new furniture, and plans indicating all existing furniture coded for reuse. Service also includes assistance to the City in bidding/negotiating/purchasing, as well as installation coordination and review, and final punch list.

#### **Structural**

- See attached letter from KPFF Consulting Engineers, dated August 12, 1998, noted as Attachment A1.

#### **Mechanical/Electrical**

- See attached letter from System Design Consultants, dated August 12, 1998, noted as Attachment A2.

#### **Civil/Landscape**

- See attached letter from WRG Design, Inc., dated August 17, 1998, noted as Attachment A3.

**SERA ARCHITECTS PC**

**CITY OF NEWBERG**

SS  
Initial

2/4/99  
Date

@  
Initial

2/4/1999  
Date



**SERA**

**AUG 13 1998**

August 12, 1998

ATTACHMENT A1

Mr. Skip Stanaway  
**SERA Architects**  
123 NW Second Ave.  
Portland, OR 97209

RE: Newberg City Hall  
Structural Engineering Proposal

Dear Skip:

We are pleased to submit the following proposal for structural engineering services for the proposed Newberg City Hall in Newberg, Oregon. Our understanding of the project is based on the project description outlined in the July 6, 1998 report provided by your office, and more specifically this proposal is based on scheme B contained in that report.

We will provide the basic structural engineering services described in Exhibit A, "Scope of Services", and Exhibit B, "Additional or Extra Services", for a lump sum fee of \$23,560. Terms and conditions will be as provided in AIA Document C141, with Article 12 "Other Conditions or Services" as shown in Exhibit C or the SERA standard contract/consultant agreement. We will bill for our services monthly based on the percentage of our effort completed. Our fee by phase per Section 11.1.2 of AIA Document C141 will be as follows:

|                                   |         |
|-----------------------------------|---------|
| Investigation/Documentation       | \$2,510 |
| Program Confirmation & Refinement | \$ 870  |
| Masterplan & Concept Refinement   | \$ 870  |
| Schematic Design                  | \$3,780 |
| Design Development                | \$3,780 |
| Contract Documents                | \$9,090 |
| Bid/Construction Administration   | \$2,660 |

**Total Basic Compensation \$23,560**

Additional or extra services, beyond those noted in Exhibits A and B, including site visits beyond those noted in Exhibits A and B, will be billed at the following hourly rates:

|                 |          |          |         |
|-----------------|----------|----------|---------|
| Principal       | \$110/hr | Drafter  | \$50/hr |
| Project Manager | \$90/hr  | Clerical | \$35/hr |
| Design Engineer | \$60/hr  |          |         |

111 S.W. Fifth Avenue, Suite 2500 Portland, OR 97204-3628 (503) 227-3251 Fax (503) 227-7980

Seattle Portland San Francisco Los Angeles Phoenix San Diego

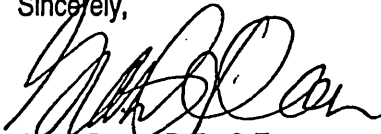
Mr. Skip Stanaway, SERA Architects  
RE: Newberg City Hall  
Structural Engineering Proposal  
August 12, 1998  
Page 2 of 2

Reimbursable expenses, as described in AIA Document C141, will be billed at a multiple of 1.05 times our direct cost. We estimate that they will not exceed \$500 on a project of this size.

Services relating to special inspections are specifically omitted from this agreement. Those services, if required, will be by separate contract between the owner and KPFF.

We look forward to the opportunity to work with you on this project. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. In the meantime if you have any questions or need further information, please call me.

Sincerely,



Grant Davis, P.E., S.E.  
Principal/Manager  
Structural Engineering

Attachments

Agreed to by:

---

Signed (for SERA Architects)

---

Dated

**FAX TRANSMITTAL****SYSTEM DESIGN  
CONSULTANTS,**

33 N.W. FIRST AVENUE, SUITE 200  
PORTLAND, OREGON 97209  
(503) 248-0227 FAX 248-0241

---

We are transmitting 3 pages (including this transmittal). If not received properly, please let us know at 248-0227.

---

**To:** SERA Architects

ATTACHMENT A2

**Attn:** Anita Parker

**From:** Gary Barnes

**Project:** Newberg City Hall

**Proj. #**

**Date:** August 12, 1998

**Time:** 14:41:36

---

**Remarks:**

Anita - Here is a fee and mechanical and electrical scope based upon the overall scope of work in the master plan document. Give me a call if you have any questions.

CC: SKIP, FILE, JOI  
981703

Sheet1

NEWBERG CITY HALL

**PHASE 1 INVESTIGATION / AS-BUILT DOCUMENTATION**

FIELD INVESTIGATION OF CITY HALL, ANNEX, SITE  
DOCUMENTATION REPORT W/ PHOTOS  
EXISTING CONDITIONS DOCUMENTATION IN AUTOCAD  
CREATE DEMOLITION DRAWINGS  
SUB-TOTAL

2

\$70

4

\$200

48

\$3,120

\$3,390

\$5,210

**PHASE 2 PROGRAM CONFIRMATION & REFINEMENT**

REVIEW MECHANICAL AND ELECTRICAL PROGRAM  
REQUIREMENTS W/ OWNERS REPS.  
SUB-TOTAL

\$0

\$0

16

\$1,040

\$1,040

\$1,040

**PHASE 3 MASTERPLAN & CONCEPT REFINEMENT**

CONCEPT DEVELOPMENT OF MECHANICAL AND  
ELECTRICAL REQUIREMENTS FOR COST  
REFINEMENT PURPOSES  
FINAL CONCEPT ELECTRICAL AND MECHANICAL REPORT  
SUB-TOTAL

\$0

2

\$100

16

\$1,040

\$1,140

\$0

\$0

12

\$780

\$780

\$1,920

**PHASE 4 SCHEMATIC DESIGN**

MECHANICAL AND ELECTRICAL SYSTEMS REFINEMENT  
MECHANICAL AND ELECTRICAL SCOPE DRAWINGS  
FINAL SCHEMATIC ELECTRICAL AND MECHANICAL REPORT  
SUB-TOTAL

2

\$0

\$70

\$0

8

\$0

\$400

\$0

8

32

12

\$520

\$2,080

\$780

\$520

\$2,550

\$780

\$3,850

Sheet1

PHASE 5 DESIGN DEVELOPMENT

DESIGN DEVELOPMENT DOCUMENTS (ONE LINE DRAWINGS,  
MAJOR EQUIPMENT LOCATIONS AND COORDINATION  
REQUIREMENTS)

|   |       |   |       |    |         |         |
|---|-------|---|-------|----|---------|---------|
| 4 | \$140 | 4 | \$200 | 60 | \$3,900 | \$4,240 |
|---|-------|---|-------|----|---------|---------|

OUTLINE SPECIFICATIONS

|  |     |  |     |   |       |       |
|--|-----|--|-----|---|-------|-------|
|  | \$0 |  | \$0 | 6 | \$390 | \$390 |
|--|-----|--|-----|---|-------|-------|

VALUE ENGINEERING SESSION(S)

|  |     |  |     |   |       |       |
|--|-----|--|-----|---|-------|-------|
|  | \$0 |  | \$0 | 8 | \$520 | \$520 |
|--|-----|--|-----|---|-------|-------|

SUB-TOTAL

|  |  |  |  |  |  |         |
|--|--|--|--|--|--|---------|
|  |  |  |  |  |  | \$5,150 |
|--|--|--|--|--|--|---------|

PHASE 6 CONTRACT DOCUMENTS

CONTRACT DOCUMENT DEVELOPMENT  
(DRAWINGS AND SPECIFICATIONS)

|   |       |    |         |     |          |          |
|---|-------|----|---------|-----|----------|----------|
| 4 | \$140 | 60 | \$3,000 | 200 | \$13,000 | \$16,140 |
|---|-------|----|---------|-----|----------|----------|

VALUE ENGINEERING SESSION(S)

|  |     |  |     |   |       |       |
|--|-----|--|-----|---|-------|-------|
|  | \$0 |  | \$0 | 8 | \$520 | \$520 |
|--|-----|--|-----|---|-------|-------|

SUB-TOTAL

|  |  |  |  |  |  |          |
|--|--|--|--|--|--|----------|
|  |  |  |  |  |  | \$16,660 |
|--|--|--|--|--|--|----------|

PHASE 7 BIDDING / CONSTRUCTION ADMINISTRATION

BIDDING SUPPORT

|  |     |   |       |   |       |       |
|--|-----|---|-------|---|-------|-------|
|  | \$0 | 2 | \$100 | 8 | \$520 | \$620 |
|--|-----|---|-------|---|-------|-------|

CONSTRUCTION ADMINISTRATION (12 MONTHS)

|   |       |   |       |    |         |         |
|---|-------|---|-------|----|---------|---------|
| 4 | \$140 | 8 | \$400 | 60 | \$3,900 | \$4,440 |
|---|-------|---|-------|----|---------|---------|

PROJECT CLOSEOUT

|  |     |   |      |   |       |       |
|--|-----|---|------|---|-------|-------|
|  | \$0 | 1 | \$50 | 4 | \$260 | \$310 |
|--|-----|---|------|---|-------|-------|

SUB-TOTAL

|  |  |  |  |  |  |         |
|--|--|--|--|--|--|---------|
|  |  |  |  |  |  | \$5,370 |
|--|--|--|--|--|--|---------|

TOTAL

|  |  |  |  |  |  |          |
|--|--|--|--|--|--|----------|
|  |  |  |  |  |  | \$39,200 |
|--|--|--|--|--|--|----------|



**NEWBERG CITY HALL RENOVATION AND ADDITION**  
**REVISED SCOPE OF SERVICES**

**August 18, 1998**

**ATTACHMENT A3**

---

**Project Understanding:**

The Master Planning portion of this project will consist of preparing master plan concepts and studies that address issues related to the renovation of Newbergs' City Hall and the surrounding or adjacent public services amenities. These master plan concepts will focus on comprehensive community redevelopment issues in an effort to create a cohesive and well organized connection/ identity for the downtown area. WRG assumes that this portion of the work will be led by WRG in concert with SERA Architects and will be completed between August and November of 1998. WRG will also provide design development, construction documentation and construction administration services for the City Hall work.

WRG will also be providing land survey to establish base sheet, topo, and existing utility information for the site area immediately adjacent to and around the City Hall.

**TASK 1: SCHEMATIC DESIGN**  
**LANDSCAPE ARCHITECTURE**

- Attend two team meetings to review the master planning issues with SERA and the City of Newberg. Define limits for the master plan and discuss possible alternatives and problems.
- Evaluate the programming required by the City of Newberg to understand what the opportunities and constraints.
- Prepare alternative conceptual master plan diagrams based on direction received during the team meetings.
- Prepare a preliminary master plan based on comments and feedback received from the design team and the City of Newberg upon review of the concept diagrams.
- Attend two team meetings to review the preliminary master plan and to discuss possible alternatives and problems.
- Prepare color rendered master plan for use in meetings and/ or hearings. WRG assumes that this may be two separate plans.
- Assist SERA with development of the Site Concept Masterplan with phasing identified.
- Attend team meetings to review the schematic master site plan and to discuss the opportunities for outdoor people spaces that will work within the constraints of the proposed development.
- Complete one schematic site landscape plan based on the final schematic Site Masterplan.
- Complete alternative schematic plan's for the potential people spaces based on the discussion and direction received during the first team meeting.

**Planners**

**Engineers**

**Landscape Architects**

**Surveyors**

■ 10450 SW Nimbus Ave., Portland, OR 97223 ■ (503) 603-9933 ■ (503) 603-9944 (fax) ■

**Newberg City Hall**  
**Revised Scope of Services**  
**August 18, 1998 page 2**

**TASK 2: DESIGN DEVELOPMENT**  
**LANDSCAPE ARCHITECTURE**

- Complete a preliminary site planting plan for project based on the schematic plan provided by Sienna Architecture.
- Attend one team meeting to review schematic plans with the SERA Architects and/or City.
- Submit the revised site landscape planting plans as required to the City of Newberg for their review and comments.

**TASK 3: CONSTRUCTION DOCUMENTS**  
**LANDSCAPE ARCHITECTURE**

- WRG assumes that all construction documents will proceed once the owner has approved the Design Development plans that have already been completed by WRG. Major modifications to the planting plans after the Design Development plans may require additional fees for the Construction Document phase.
- Complete the final site landscape planting plan for the proposed project and as per the comments from the City of Newberg. This plan will indicate plant material types, species, size, locations, quantities, and spacing. The plan will also include preparation of details for the installation of all plant materials.
- Complete the final site irrigation plan for the proposed project. This plan will indicate sprinkler head type and location, valve types and location, piping, zoning, Point of Connection plumbing and location, controller type and location, and pavement crossing locations. The plan will also include preparation of details for the installation of all irrigation components.
- Complete the final construction specifications as required for those sections covering work included in the landscape and irrigation improvements.
- Submit the final construction plans to the SERA and the City of Newberg for their review and approval.
- WRG will revise the final construction plans based on the comments received from SERA and the City of Newberg.

**TASK 4: CONSTRUCTION ADMINISTRATION**  
**LANDSCAPE ARCHITECTURE**

- Attend two one-hour construction meetings with SERA and the City of Newberg during the site construction portion of the project.

**Newberg City Hall  
Revised Scope of Services  
August 18, 1998 page 3**

- At the Architects request conduct three two-hour site inspections to monitor progress, check conformance with plans and specifications, and monitor payment quantities.
- Prepare inspection reports for each site visit.

**TASK 5: LAND SURVEY**

- Complete ALTA survey of Newberg City Hall property including adjacent vacant lot, adjacent alley, parking, and buildings. Survey will identify: topo, boundary, and existing sub-surface and overhead utilities.
- Complete permanent site monumentation and prepare and submit Record of Survey to the City of Newberg.

**ASSUMPTIONS FOR THE ABOVE SCOPE OF SERVICES**

- WRG assumes that all permit fees and review fees will be paid by others.
- Reimbursable expenses will be billed at a flat rate equal to 10% of the earned labor fee for each billing period.

**FEE**

The fees for the above scope of services will be on a time and materials basis with an estimated budget not to-be exceeded without approval. Billings will be based on hourly work completed in conformance with the attached Standard Fee Schedule. Reimbursable expenses will be billed at a flat rate equal to 10% of the earned labor fee for each billing period.

|                                                                  |                    |
|------------------------------------------------------------------|--------------------|
| <b>TASK 1: SCHEMATIC DESIGN</b><br>(T&M not-to-exceed)           | <b>\$ 3,500.00</b> |
| <b>TASK 2: DESIGN DEVELOPMENT</b><br>(T&M not-to-exceed)         | <b>\$ 500.00</b>   |
| <b>TASK 3: CONSTRUCTION DOCUMENTS</b><br>(T&M not-to-exceed)     | <b>\$ 1,500.00</b> |
| <b>TASK4: CONSTRUCTION ADMINISTRATION</b><br>(T&M not-to-exceed) | <b>\$ 1,000.00</b> |
| <b>TASK 5: SURVEY</b>                                            |                    |
| ALTA survey                                                      | <b>\$ 4,500.00</b> |
| Monumentation and Record of Survey                               | <b>\$ 1,200.00</b> |

Newberg City Hall  
Revised Scope of Services  
August 18, 1998 page 4

**TOTAL FEE****\$ 12,200.00**

Estimated Reimbursables

**\$ 1,000.00****AGREEMENT**

This letter sets forth the agreement for retention of **WRG Design, Inc.**, (WRG) to provide consulting services to **SERA Architects PC** (hereinafter referred to as **CLIENT**) in connection with the subject project. The basis of our retention is described in the above **SCOPE OF SERVICES and FEE** and on the attached General Conditions. Any requested services which are in addition to the attached Scope of Services will be invoiced according to our standard schedule of rates. Identification of such Additional Services will be agreed to by both **CLIENT** and **WRG design, inc.**

**THIS IS A LEGALLY BINDING AGREEMENT APPROVED AND AGREED TO:**Approved for **SERA Architects PC**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved for **WRG Design, Inc.**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Enc: General Conditions

## GENERAL CONDITIONS

These General Conditions are made a part of the attached Agreement between WRG design, inc. (WRG) and the CLIENT, who has authorized the described Scope of Work.

- A. Authorization to Proceed: Signing the contract shall be construed as authorization by CLIENT for WRG design, inc. to proceed with the work, unless otherwise provided for in the Authorization.
- B. Cost Estimates: Any cost estimates provided by WRG design, inc. will be on a basis of experience and judgement, but since it has no control over market conditions or bidding procedures WRG design, inc. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
- C. Professional Standards: WRG design, inc. shall be responsible, to the level of competency currently maintained by other practicing professional engineers in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this authorization. WRG design, inc. makes no other warranty, express or implied.
- D. Termination: Either CLIENT or WRG design, inc. may terminate this Authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay WRG design, inc. in full for all work previously authorized and performed prior to effective date of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
- E. Arbitration: All claims, disputes, and other matters in questions arising out of, or relating to, this Authorization or breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CLIENT or WRG design, inc. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.
- F. Legal Expenses: In the event legal action is brought by CLIENT or WRG design, inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.
- G. Limitation of Liability: WRG design, inc.'s liability to the CLIENT for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee earned under this Agreement.
- H. Invoices will be issued monthly by WRG design, inc. and are due and payable on receipt. Interest is charged at a periodic rate of 1-1/2% per month (18% APR) on all invoices not paid within thirty (30) days. If any invoice is not paid in full within 30 days after the invoice date, then in addition to any other remedies available to WRG design, inc. it may cease performing work hereunder upon delivery of written notice of its intention thereof to the CLIENT. Further, in the event of such default, WRG design, inc. shall have the right, but not the obligation, to cease performing work under any other contract then outstanding between the CLIENT and WRG design, inc..
- I. Outside services, mileage, and reproductions etc. required to complete the job that are not itemized in the Scope of Work are invoiced as Reimbursable Expenses, at cost plus 10%.
- J. If changes in the Scope of Work are requested by the CLIENT, WRG design, inc. will invoice CLIENT at its standard hourly rates in effect at the time the request is made.
- K. Should WRG design, inc. incur expenses to collect any past due sum, the CLIENT agrees to pay said expenses in addition to all other charges due under this contract.
- L. CLIENT and WRG design, inc. agree that payment to WRG design, inc. is not subject to any payments due CLIENT from any third party and payments due WRG design, inc. will not be delayed pending a third party disbursement.
- M. The fees related to the scope of work are good for 30 days after the date that they are prepared. If, at any time during the completion of the scope, the project is delayed for more than 60 days then WRG design, inc. has the right to re-evaluate the fees accordingly.

\_\_\_\_\_  
CLIENT INITIALS

Newberg City Hall  
Revised Scope of Services  
August 18, 1998 page 6

## SCHEDULE OF FEES AND REIMBURSABLE EXPENSES

---

### PROFESSIONAL SERVICE FEES

WRG fees for professional services are based on the time expended on the Project and the hourly fee rate for the professional or support staff performing the service. The hourly fee rates for professional and support services are as follows:

|                                     |            |
|-------------------------------------|------------|
| Principal of Landscape Architecture | \$85/hour  |
| Professional Land Surveyor          | \$85/hour  |
| Project Manager                     | \$75/hour  |
| Landscape Architect                 | \$65/hour  |
| Project Designer                    | \$55/hour  |
| Survey Technician                   | \$55/hour  |
| Inspector                           | \$50/hour  |
| Project Assistant                   | \$40/hour  |
| Clerical Services                   | \$35/hour  |
| 2 man Survey Crew                   | \$105/hour |
| 3 man Survey Crew                   | \$135/hour |

### REIMBURSABLE EXPENSES

Customary reimbursable expenses mean the actual expense incurred directly in connection with the Project. The following schedule applies for Reimbursable Expenses:

Vehicle mileage is reimbursed at the rate of \$ 0.35 per mile for Project related travel.

The following project-related expenses are reimbursed at cost plus 10 percent:

- Sub-Consultants and Sub-Contractors
- Copy and Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage
- Delivery Services

**ATTACHMENT "B" - Page 1 of 1**  
**SCHEDULE OF PROJECT**  
**CITY OF NEWBERG**  
**CITY HALL REMODEL, RESTORATION, & EXPANSION PROJECT**

**The following schedule was taken from SERA Architects' Proposal to Mr. Duane Cole, City Manager, City of Newberg, dated August 27, 1998:**

**SCHEDULE**

Based upon this scope of work and the meetings with you, we will endeavor to meet the following project schedule.

- Project Startup: We will proceed with the project when we receive a signed contract.
- The phases of the project will be completed by:

|                                                                                                       |          |
|-------------------------------------------------------------------------------------------------------|----------|
| Phase 1 – Investigation/As-built Documentation<br>and Phase 2 – Program Confirmation and Refinement - | 3 weeks  |
| Phase 3 – Master Plan and Concept Refinement                                                          | 3 weeks  |
| Phase 4 – Schematic Design                                                                            | 4 weeks  |
| Phase 5 – Design Development                                                                          | 4 weeks  |
| Phase 6 – Contract Documents                                                                          | 8 weeks  |
| Phase 7 – Bidding                                                                                     | 4 weeks  |
| Phase 8 – Construction Administration                                                                 | 39 weeks |
- Any services performed after November 1999 will be deemed to be additional services due to scheduling delays beyond the Architect's control.

**ATTACHMENT "C" - Page 1 of 4**  
**SCHEDULE OF NOT-TO-EXCEED FIGURE**  
**FOR ARCHITECTURAL FEE AND HOURLY RATES FOR**  
**CITY OF NEWBERG**  
**CITY HALL REMODEL, RESTORATION, & EXPANSION PROJECT**

## FEE PROPOSAL

Based upon the assumptions and scope of services indicated, our fee is on a time basis through the completion of investigation / as-built documentation (Phase 1), program confirmation and refinement (Phase 2), master plan and concept refinement (Phase 3), schematic design (Phase 4) and bidding (Phase 7) to a maximum of One Hundred Four Thousand Seven Hundred Thirty Dollars (\$104,730). The fee does include reimbursable expenses which are attached as Attachment C1.

Following schematic design, when the complete scope has been finalized and accepted, our fee is then based upon the scope of work identified as Design Development (Phase 5), Contract Documents (Phase 6) and Construction Administration (Phase 8) as a fixed fee of Two Hundred Thirty Six Thousand Nine Hundred Dollars (\$236,900). The fee does include reimbursable expenses which are attached as Attachment C1.

- The compensation is based upon the following breakdown on a Time Basis:

|                       |                  |
|-----------------------|------------------|
| <u>Phases 1-4, 7</u>  |                  |
| Architects            | \$ 72,590        |
| Interiors             | \$ 8,060         |
| Civil/Landscape       | \$ 3,850         |
| Structural            | \$ 8,130         |
| Mechanical/Electrical | <u>\$ 12,100</u> |
| Total                 | \$104,730        |

- Fixed Fee Basis:

|                       |                  |
|-----------------------|------------------|
| <u>Phases 5, 6, 8</u> |                  |
| Architects            | \$181,740        |
| Interiors             | \$ 8,200         |
| Civil/Landscape       | \$ 3,350         |
| Structural            | \$ 15,930        |
| Mechanical/Electrical | <u>\$ 27,680</u> |
| Total                 | \$236,900        |

**GRAND TOTAL \$341,630**

- Optional Fees:

|                              |          |
|------------------------------|----------|
| Existing Furniture Inventory | \$ 5,000 |
| Survey (WRG)                 | \$ 5,800 |

**NOTE:** There is no hourly architectural fee charge for travel time. The ARCHITECTS specifically agrees that it will not charge to the project its time in transit to job site. While the ARCHITECT agrees there will be no hourly charge for travel time in the basic services, additional services may include travel time.

Hourly Rates: The hourly rates will be charged for services done under the contract on a time basis and for additional services.

The fees presented in this proposal represent not-to-exceed amounts based upon the scope of work as presented.

**SERA ARCHITECTS PC**

SS  
Initial

2/4/99  
Date

**CITY OF NEWBERG**

@  
Initial

2/4/99  
Date

# HOURLY RATES

Hourly rates to be charged to CITY during the project.

The following billing rates are applicable where basic services are computed on an hourly rates and for requested or required additional services.

## SERA Architects, P.C.

|                                             |             |
|---------------------------------------------|-------------|
| Principal                                   | \$120.00/hr |
| Design Director                             | \$100.00/hr |
| Associate/Director                          | \$80.00/hr  |
| Project Architect/Project Interior Designer | \$70.00/hr  |
| Job Captain/Interior Designer               | \$60.00/hr  |
| Project Assistant                           | \$50.00/hr  |
| Support Personnel                           | \$45.00/hr  |

## KPFF Consulting Engineers

|                           |               |
|---------------------------|---------------|
| Principal                 | \$110.00/hr   |
| Project Manager/Associate | \$90.00/hr    |
| Design Engineer/Designer  | \$50-70.00/hr |
| Draftsperson/Technician   | \$35-60.00/hr |
| Clerical                  | \$35.00/hr    |

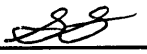
## Systems Design Consultants

|                         |            |
|-------------------------|------------|
| Principal Engineer      | \$75.00/hr |
| Senior Project Engineer | \$70.00/hr |
| Senior Project Designer | \$65.00/hr |
| Project Engineer        | \$55.00/hr |
| Project Designer        | \$50.00/hr |
| CAD Technician          | \$45.00/hr |
| Technician              | \$37.00/hr |
| Draftsperson            | \$37.00/hr |
| Clerical                | \$30.00/hr |

**WRG Design, Inc.**

|                                     |            |
|-------------------------------------|------------|
| Principal of Landscape Architecture | \$85/hour  |
| Professional Land Surveyor          | \$85/hour  |
| Project Manager                     | \$75/hour  |
| Landscape Architect                 | \$65/hour  |
| Project Designer                    | \$55/hour  |
| Survey Technician                   | \$55/hour  |
| Inspector                           | \$50/hour  |
| Project Assistant                   | \$40/hour  |
| Clerical Services                   | \$35/hour  |
| 2-Man Survey Crew                   | \$105/hour |
| 3-Man Survey Crew                   | \$135/hour |

**SERA ARCHITECTS PC**

  
Initial

2/4/99  
Date

**CITY OF NEWBERG**

  
Initial

2/4/1999  
Date

# ADDITIONAL SERVICES

## Section 2

*AGREEMENT BETWEEN CITY OF NEWBERG AND SERA ARCHITECTS PC*  
**CITY HALL REMODEL, RESTORATION, & EXPANSION PROJECT**

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Date: \_\_\_\_\_

Scope: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Architect Fee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Architect Fee (not-to-exceed): \$ \_\_\_\_\_

*Note: Rates are based on Attachment "C" to Agreement.*