



Resolution 2003-059

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THOMAS HACKER ARCHITECTS INC., FOR PRE-DESIGN FOR THE SHERWOOD CIVIC BUILDING

WHEREAS, the Sherwood Urban Renewal Agency's next objective is to build a new government services center in the Urban Renewal District; and

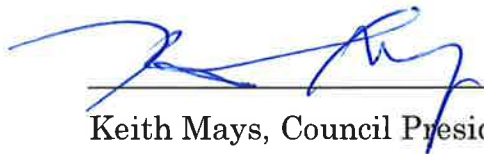
WHEREAS, a Request for Qualifications was issued for architectural services for the facility; and

WHEREAS, Thomas Hacker Architects Inc. has been selected as the best firm to complete the architectural design,

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

The City Manager is hereby authorized to enter into an agreement with Thomas Hacker Architects Inc. to perform the pre-design phase of the Sherwood Civic Building in accordance with the work plan, attached hereon as Exhibit A to this resolution.

Duly adopted by the City of Sherwood City Council on June 24, 2003.


Keith Mays, Council President

Attest:


C. L. Wiley, City Recorder



CONTRACT for Professional Services

PROJECT NAME: Sherwood Civic Building Construction Project

CONTRACT PARTIES: **City of Sherwood** [hereafter called City] and **Thomas Hacker Architects Inc** [hereafter called Consultant]

| | | | | | | | | | | | |
|------------|------|---------|---|-------|----|-------------|---|--------|------|--------|----|
| ACCOUNT #: | 6120 | FUND #: | 3 | DEPT: | 31 | REV SOURCE: | 0 | JOB #: | C-22 | PHASE: | 12 |
| VENDOR #: | 680 | | | PO #: | | | | | | | |

C.O.S. PROJECT MANAGER: Jenni Lipscomb

SCOPE of WORK: see attachment

SCHEDULE of WORK: effective date: 06/24/03 expiration date: 10/31/03

PAYMENT: City agrees to pay Consultant for the identified services a lump sum fee of \$63,463 for the scope of work identified by attachment
PAYMENT: City agrees to pay Consultant for the identified services a sum not to exceed [select one] for the scope of work [insert amt.] identified by attachment

CONSULTANT DATA, REGISTRATION, and SIGNATURE

CONSULTANT FIRM: Thomas Hacker Architects Inc
PROFESSIONAL REGISTRATION #:
ADDRESS: 733 SW Oak Street Portland, OR 97205
VOICE: 503-557-1254 **FAX:** 503-227-7818
CONTACT: William C. Dann
TITLE: Principal

I, the undersigned, agree to perform the work outlined in this Contract in accordance to the terms and conditions listed on pages 2-4 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

CONSULTANT: _____ signature _____ date _____

CITY OF SHERWOOD APPROVALS

PROJECT MANAGER: _____ signature _____ date _____

CITY MANAGER: _____ signature _____ date _____

ATTACH SCOPE OF WORK EXHIBITS

STANDARD CONTRACT PROVISIONS

1. **Access to Records**

The Consultant shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.
2. **Audits**
 - (a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
 - (b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City.
 - (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.
3. **Effective Date and Duration**

The passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
4. **Funds**

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract.
5. **Early Termination of Agreement**
 - (a) The City and the Consultant, by mutual written agreement, may terminate this Agreement at any time.
 - (b) The City, on thirty (30) days written notice to the Consultant, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
 - (c) Either the City or the Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.
6. **Payment on Early Termination**
 - (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Consultant for work performed in accordance with the Agreement prior to the termination date.
 - (b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Consultant due to a breach by the City, then the City shall pay the Consultant as provided in subsection (a) of this section.
 - (c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Consultant, then the City shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
 - (d) In the event of early termination, all of the Consultant's work product will become and remain property of the City.
7. **Remedies**
 - (a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Consultant, then the City may complete the work either itself, by agreement with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the City the amount of the reasonable excess.
 - (b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
 - (c) In the event of breach of this Agreement by the City, then the Consultant's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. **Subcontracts and Assignment**
Consultant shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
9. **Compliance with Applicable Law**
In connection with its activities under this Agreement, Consultant shall comply with all applicable federal, state and local laws and regulations.
10. **Indemnity - Standard of Care**
If Consultant's services involve engineering or consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation.
11. **Insurance**
Consultant shall be licensed and comply with all State of Oregon laws and regulations.
12. **Ownership of Work Product**
All work products of the Consultant that result from this Contract are the property of the City. The Consultant may use the images created under this contract for marketing and promotional purposes.
13. **Nondiscrimination**
Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
14. **Successors in Interest**
The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.
15. **Severability**
The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
16. **Waiver**
The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.
17. **Errors**
The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.
18. **Governing Law**
The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon.
19. **Amendments**
The City and the Consultant may amend this Agreement at any time only by written amendment executed by the City and the Consultant. Unless otherwise provided, if the original Contract required a Resolution, any amendment that increases the amount of compensation payable to the Consultant, exceeding the amount authorized in the previous Resolution, must be approved by Resolution of the City Council. If the original Contract did not require a Resolution, the City Manager may approve an amendment increasing the amount of compensation, provided the total Contract price falls within the expenditure thresholds established in Resolution 2001-006. The City Manager may agree to and execute any other amendment that does not affect Contract price, on behalf of the City, including modifications to scope of service or time of performance.

20. **License**
Prior to beginning work under this Agreement, the Consultant shall provide professional registration number in the space provided on page one of this Agreement, if required by the City.
21. **Prohibited Interest**
(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Consultant during the period of the Agreement.
22. **Payment to Vendors and Subconsultants**
The Consultant shall timely pay all suppliers, lessors and subconsultants providing it services, materials or equipment for carrying out its obligations under this Agreement. The Consultant shall not take or fail to take any action in a manner that causes the City or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.
23. **Exhibits**
Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit number and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.
- a. **List of Exhibits**
Exhibit A – Letter from Thomas Hacker Architect Inc Regarding Sherwood Civic Building Master Plan & Pre-Design Proposal
Exhibit B – Work Plan – Pre – Design Phase of Sherwood Civic Building
Exhibit C – Fee Matrix
Exhibit D – AIA Document B727

Merger Clause

This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

OPTIONAL PROVISIONS (selected by City Project Manager)

24. **Arbitration: /___/ Not Applicable / / Applicable (consult with City Attorney before finalizing as applicable)**
(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Consultant and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. 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 governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Consultant and the City. Insofar as the Consultant and the City legally may do so, they agree to be bound by the decision of the arbitrator.
(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

See next 3 pages

6A Changes to Ps 2003.059 Exhibit

- 20. **License**
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THOMAS HACKER
ARCHITECTS INC.

June 6, 2003
Revised June 24, 2002

Jenni Lipscomb
Senior Project Manager
City of Sherwood
20 NW Washington Street,
Sherwood, Oregon 97140

**Re: Sherwood Library / City Hall
Master Plan & Pre-Design Proposal**

Dear Jenni:

We are pleased to present our proposal for Master Planning & Pre-Design Services associated with the new Sherwood Library / City Hall. This process will develop a program and budget for the Library/City Hall project. The program will be reflected in a Preliminary Design which will serve as a model for establishing the project construction budget. In addition the Pre-Design will review options for development of the adjacent property, to clarify the relationship between this project and future developments. The Pre-Design Phase is a necessary precursor to the Building Design scope of work, which will be outlined in a separate proposal at a later date.

Our team will include Landscape and Cost Estimating consultants with additional input at a less detailed level from Structural, Mechanical, Electrical, and Civil consultants and the specialized services of E.C. Hovee. The contract form for this phase of the work will be the City of Sherwood's Department of Public Works Contract for Professional Services, together with this letter and attachments identified as Exhibit A. It is assumed that future phases will be under a separate mutually agreeable contract.

Our fee for this work is broken into two distinct pieces: the investigative phase and reimbursables. (Reimbursable expenses are direct costs such as mileage, reprographics, long distance phone calls and faxes, and are charged at 1.1 x cost). Please see attached matrix for our analysis of work based on the work plan. Note that although we identify hours this proposal is for a lump sum fee. Any additional services that might be negotiated at a future date would be based on the hourly fees identified the fee matrix.

The scope of work is identified in the attached work plan. The extent of the area under study is the Garrigus site at the intersection of Old Oregon Street and Pine Street, extending a full block in each direction to the North, South and West and extending to the railroad tracks to the East. Information regarding future plans for the street intersections, profiles, and other concurrent developments within the study area must be provided by the City of Sherwood in a timely manner to be incorporated into this study.

We understand that you would like us to manage procurement of the survey for this project. We will solicit a fee proposal for that work and submit it to you as an Additional Service once the scope has been established.

The schedule for this project is outlined in the attached work plan.

Ms. Jenni Lipscomb
Sherwood Library / City Hall
June 6, 2003
Revised June 24, 2003
Page 2 of 2

The fee for the Master Plan / Pre-Design Phase is \$63,463. The Building Committee agreed that a report for this phase would not be necessary. We recommend a reimbursable allowance of \$5,000.

We recognize that this fee is substantial. A thorough and successful Master Plan and Pre-Design phase will enable the Schematic Design phase to proceed in an efficient manner, and in recognition of this benefit we propose that a fee credit of \$15,000 be offered toward Schematic Design at the time of the separate, later negotiation for Basic Architectural Services.

Please acknowledge your acceptance of this proposal with a letter. Let me know if you have any questions. Thank you.

Sincerely,



Jonah Cohen
Principal

b/c

Enclosures:

cc: File

Enclosures: Work Plan dated June 18, 2003
Fee Matrix dated June 18, 2003

THOMAS HACKER
ARCHITECTS INC.

June 6, 2003

Revised June 18, 2002

Jenni Lipscomb

Senior Project Manager
City of Sherwood
20 NW Washington Street,
Sherwood, Oregon 97140

**Re: Sherwood Library / City Hall
Master Plan & Pre-Design Proposal**

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Our team will include Landscape and Cost Estimating consultants with additional input at a less detailed level from Structural, Mechanical, Electrical, and Civil consultants and the specialized services of E.C. Hovee. The contract form will be the City of Sherwood's Department of Public Works Contract for Professional Services. For more specificity our proposal assumes the conditions of the AIA Document B727, Standard Form of Agreement Between Owner and Architect for Special Services 1988, when not in conflict with the prime agreement. Please refer to the enclosures for additional contract assumptions.

Our fee for this work is broken into three distinct pieces: investigative phase, report production, and reimbursables. (Reimbursable expenses are direct costs such as mileage, reprographics, long distance phone calls and faxes, and are charged at 1.1 x cost). Please see attached matrix for our analysis of work based on the work plan. Note that although we identify hours this proposal is for a lump sum fee. Any additional services that might be negotiated at a future date would be based on the hourly fees identified the fee matrix.

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We understand that you would like us to manage procurement of the survey for this project. We will solicit a fee proposal for that work and submit it to you as an Additional Service once the scope has been established.

Ms. Jenni Lipscomb
Sherwood Library / City Hall
June 6, 2003
Revised June 18, 2003
Page 2 of 2

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We recognize that this fee is substantial. A thorough and successful Master Plan and Pre-Design phase will enable the Schematic Design phase to proceed in an efficient manner, and in recognition of this benefit we propose that a fee credit of \$15,000 be offered toward Schematic Design at the time of the separate, later negotiation for Basic Architectural Services.

Please acknowledge your acceptance of this proposal with a letter. Let me know if you have any questions. Thank you.

Sincerely

A handwritten signature in black ink, appearing to read 'William C. Dann', with a long horizontal flourish extending to the right.

William C. Dann
Principal

blc

Enclosures:

cc: File

Enclosures: Work Plan dated June 18, 2003
 Fee Matrix dated June 18, 2003
 Draft form AIA Document B727-1988

THOMAS HACKER
ARCHITECTS INC.

MEMORANDUM

Date : June 18, 2003 **Sent By** : Will Dann

Attn. : **Jenni Lipscomb**
Senior Project Manager **Project** : Sherwood Library / City Hall Master
Plan and Pre-Design

Company : City of Sherwood **Job No.** : 0313
20 NW Washington Street,
Sherwood, Oregon 97140

Cc : file

Re : **Work Plan – Pre-Design Phase**

Via : US Mail Fax E-Mail Other:

This work plan sets forth a process of developing a program and budget for the Library/City Hall project. The program will be reflected in a Preliminary Design which will serve as a model for establishing the project construction budget. In addition the Pre-Design will review options for development of the adjacent property, to clarify the relationship between this project and future developments. The Pre-Design Phase is a necessary precursor to the Building Design scope of work, which will be outlined in a separate work plan.

The work effort will be guided by the Building Committee, made up of representatives of the Library and City Hall Administration and the Project Manager.

Items needed prior to, or soon after, start up:

- Site survey (to be commissioned by THA)
- Geo-technical report (PBS report dated December 2002 in hand)
- Environmental report (Phase One Environmental Study dated October 2002 in-hand)
- Preliminary program (Fifth Edition of Building Program for Library dated September 10, 2002 in-hand)
- Any relevant reports or other pertinent information including transportation and economic analysis as available
- Organization Chart (given to THA 5/28/03)
- Space summaries and drawings for existing facilities.
- Preliminary space program (to be provided by City of Sherwood)

1. Retail Component Programming

Week of June 2

A. Retail Component Brainstorming Session
THA, Eric Hovee

June 5
THA office at 8am

- Discuss possible retail strategies.
- Discuss financial and risk aspects of each strategy.
- Make recommendation regarding retail strategy.

Product: Meeting Notes
Preliminary Site Analysis

2. Kick Off

Week of June 9

A. Building Committee Meeting #1
THA, WM

Week of June 9
Wednesday June 11th at 1:30
City of Sherwood City Hall

- Introductions
- Establish process and schedule
- Confirm study area
- Discuss goals and priorities of Master Plan, Building and Site Design.
- Identify key opportunities and constraints
- Prepare for Program Confirmation interviews including review and distribution of program questionnaire.
- Discuss recommendations from Retail Brainstorming Session
- Review Preliminary Site Analysis
- Tour existing Library and City Hall facilities

Products: Statement of Project Goals

3. Project Information / Program Development

June 16 – July 4

A. Program Confirmation interviews

- Discuss site program: activities/elements, parking, service, maintenance
- Discuss building program: Library, City Hall, Entry Lobby, Retail, Other.
- Develop program for Information Technology and Audio Visual requirements.

B. Meeting with City and County Agencies

- Study Planning and Zoning Requirements
- Study Building Code Requirements
- Review work by other City consultants (Lango/Hansen)

C. Building Committee Meeting # 2
THA, WM

June 26th
1:30 Sherwood City Hall

- Review Draft Program Options
- Review zoning and code issues.
- Review Master Plan options and recommend preferred option
- Review site analysis
- Review Preliminary Adjacency Diagrams and Building / Site layouts
- Recommend options for further development (3 options max.)

Products: Meeting Notes
Draft Program with Options
Code and zoning analysis
Graphic investigations of Master Plan Options
Adjacency diagrams and preliminary building / site layouts.
Approved preliminary Master Plan
3 preferred building / site options to be developed further

Develop preliminary cost model (3 options max.)
Graphic investigations of Building and Site options.
Study of Structural, Mechanical, Plumbing, Electrical systems, etc.

4 Refine Options and Select Preferred Option

July 7 – July 25

A Building Committee Meeting # 3

July 23rd

THA, WM

1:30 Engineering Conference Room

- Review revised Draft Program with Options, graphic investigations and adjacency diagrams.
- Review preliminary (square foot) cost model
- Review refined Master Plan
- Review Building and Site Plan options and select preferred option.

B. Additional Meetings

- Streetscape Consultants (Lango Hansen)
- Others
- Building project sponsors

Products: Meeting Notes
Refine Master Plan
Refine Building Option
Refine Cost Model

5 Develop Preferred Option and Final Presentations

July 28 – August 25

A Building Committee Meeting # 4

August 6th

THA, WM

1:30 Engineering Conference Room

- Approve Final Master Plan
- Approve final Pre-Design Building and Site Diagrams.
- Approve Building Program.
- Review Building Costs
- Report on Soft Costs Budget
- Review products for Public Meeting
- Approve Preliminary Construction Budget

B. Additional Meetings

- Library Board
- SURPAC

C Sherwood City Council Meeting

THA, WM

August 26th

Location and time to be determined

- Introduction of Design Team
- Review Final Master Plan
- Review Final Pre-design for Building and Site
- Solicit comments

Products: Meeting Notes
Summary of Public comments
Provide information to Client for website

D Sherwood City Council Meeting

THA, WM

September 9th

Location and time to be determined

- Approve Final Master Plan
- Approve final Pre-Design Building and Site Diagrams.
- Approve Building Program.
- Review Building Costs
- Report on Soft Costs Budget
- Approve Preliminary Construction Budget

Note: Additional presentations will be required to be made to local organizations such as the Rotary and the Chamber of Commerce. These will be scheduled on an as-needed basis.

6/18/03

Fee Matrix

City of Sherwood
Library / City Hall Master Plan Pre-Design

| Summary of Work | Date | Week starting | hours per week | | | |
|--|------|----------------------------|------------------|-----------------------------|-------------------|-------------------|
| | | | Design Principal | Project Manager / Principal | Project Architect | Intern / Clerical |
| | | | TH | WD | BC | MH |
| | | | \$170 | \$125 | \$85 | \$55 |
| Retail Component Programming | | Week of June 2 | | | | |
| A. Retail Component Brainstorming Session | | | | | | |
| Meeting Notes | | 6/2/03 | | 4 | | 6 |
| Kick Off | | Week of June 9 | | | | |
| A. Building Committee Meeting #1 | | | | | | |
| Building Tour Establish process and schedule Confirm study area | | | | | | |
| | | 6/9/03 | 3 | 8 | | 10 |
| Project Information / Program Development | | June 16 – July 4 | | | | |
| A. Program Confirmation interviews B. Meeting with City and County Agencies | | | | | | |
| Study Planning and Zoning Requirements Study Building Code Requirements Review work by other City consultants (Lango/Hansen) | | | | | | |
| C. Building Committee Meeting # 2 23-Jun | | | | | | |
| Meeting Notes | | 6/16/03 | 2 | 4 | | 40 |
| Draft program with options | | 6/23/03 | 6 | 6 | | 40 |
| Site Analysis and Code and Zoning Analysis | | 6/30/03 | 2 | 4 | | 32 |
| Graphic Investigation of Master Plan Options Adjacency diagrams and preliminary building / site layouts Preliminary cost models Graphic Investigation of Building and Site Options Structural and MEP investigations | | | | | | |
| Refine Options and Select Preferred Option | | July 7 – July 25 | | | | |
| A. Building Committee Meeting # 3 21-Jul | | | | | | |
| B. Additional Meetings Streetscape Consultants (Lango Hansen) Others Building project sponsors | | | | | | |
| Meeting Notes | | 7/7/03 | 2 | 4 | | 36 |
| Refine Master Plan | | 7/14/03 | 2 | 4 | | 36 |
| Refine Building Option | | 7/21/03 | 4 | 4 | | 36 |
| Refine Cost Model | | | | | | |
| Develop Preferred Option and Final Presentations | | July 28 – August 25 | | | | |
| A. Building Committee Meeting # 4 4-Aug | | | | | | |
| B. Sherwood City Council Meeting 18-Aug | | | | | | |
| C. Public Meeting 18-Aug | | | | | | |
| Meeting Notes | | 7/28/03 | 4 | 4 | | 24 |
| Summary of Public comments | | 8/4/03 | 0 | 4 | | 24 |

| <u>Summary of Work</u> | Date | Week starting | hours per week | | | |
|--|------|--------------------|------------------|-----------------------------|-------------------|-------------------|
| | | | Design Principal | Project Manager / Principal | Project Architect | Intern / Clerical |
| | | | TH \$170 | WD \$125 | BC \$85 | MH \$55 |
| Provide information to Client for website. | | 8/11/03 | 0 | 4 | 24 | |
| | | 8/18/03 | 4 | 18 | 32 | |
| | | 8/25/03 | 0 | 0 | 0 | |
| | | total hours | 29 | 68 | 340 | 0 |
| | | hourly rate | \$170 | \$125 | \$85 | \$55 |
| | | Fee for Pre-Design | \$4,930 | \$8,500 | \$28,900 | \$0 |
| | | | | | Total | \$42,330 |

Total \$0

Consultant Fees

Pre-Design Fee

| | |
|---|-----------------|
| Structural | \$800 |
| Mechanical, Electrical and Plumbing | \$1,600 |
| Civil | \$800 |
| Cost Estimator | \$2,472 |
| Landscape | \$13,000 |
| Economic Consultant (\$135/ hour) * | \$540 |
| subtotal | \$19,212 |
| Total including THA mark up at 10% | \$21,133 |

Summary

| | |
|---|-----------------|
| THA Master Plan / Pre-Design Fee | \$42,330 |
| THA Consultant Master Plan / Pre-Design Fee | \$21,133 |
| Total | \$63,463 |

Reimbursables

Reimbursable Expenses Allowance: expenses will be charged at 1.1 x cost. We recommend an allowance of \$ 5,000. The costs will vary greatly depending on the number of final reports required.

* Note that the economic consultant's fee is based on time for 6/5 brainstorming session only. Additional consulting fees will be charged at the hourly rate.

Standard Form of Agreement Between Owner and Architect

for Special Services

1988 Edition

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Recommended for use with current editions of standard AIA Agreement forms and documents.

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AGREEMENT

made as of the _____ day of _____ in the year of _____

BETWEEN the Owner:
(Name and address)

and the Architect:
(Name and address)

For the following Project:
(Include detailed description of Project, location, address and scope.)

The Owner and the Architect agree as set forth below.

deleted. Not included as part of Council approved resolution 2003.059. cw/6-24-03

D R A F T

**C.L. Wiley
City Recorder
City of Sherwood**

ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under

this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4 ARBITRATION

4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 TERMINATION OR SUSPENSION

5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 5.4.

5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

- .1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- .2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Paragraph 8.4.

6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7

PAYMENTS TO THE ARCHITECT

7.1 DIRECT PERSONNEL EXPENSE

7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

7.2 REIMBURSABLE EXPENSES

7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2 long-distance communications;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;

- .6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .7 renderings and models requested by the Owner;
- .8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and
- .9 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

7.3.2 An initial payment as set forth in Paragraph 8.1 is the minimum payment under this Agreement.

7.4 ARCHITECT'S ACCOUNTING RECORDS

7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

8.1 AN INITIAL PAYMENT OF Dollars (\$) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:
(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of () times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

8.4 Payments are due and payable () days from the date of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9
OTHER CONDITIONS

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

D R A F T