



Home of the Tualatin River National Wildlife Refuge

URBAN RENEWAL AGENCY MEETING PACKET

FOR

Tuesday, April 2, 2013

**Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon**

URA Board of Directors Regular Meeting
(Following the City Council Meeting)

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS
MEETING AGENDA**

Tuesday, April 2, 2013

**Regular Board meeting
(following the City Council meeting)**

City of Sherwood City Hall
22560 SW Pine Street
Sherwood, Oregon

REGULAR URA BOARD MEETING

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT

- A. Approval of January 29, 2013 URA Board Meeting Minutes**
- B. Approval of February 19, 2013 URA Board Meeting Minutes**
- C. Approval of March 19, 2013 URA Board Meeting Minutes**

4. NEW BUSINESS

- A. URA Resolution 2013-003 Repealing URA Resolutions 2011-013 and 2012-006**
(Bob Galati, City Engineer)
- B. URA Resolution 2013-004 Authorizing the Urban Renewal Agency Administrator to award a Professional Services contract to Ankrom-Moisan Architects for the design services of the Sherwood Community Center** (Bob Galati, City Engineer)

5. STAFF REPORTS

6. ADJOURN

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS
MEETING MINUTES
Tuesday, January 29, 2013
22560 SW Pine Street, Sherwood, Oregon 97140**

REGULAR URA BOARD MEETING

1. **CALL TO ORDER:** Chair Bill Middleton called the meeting to order at 7:18 pm.
2. **BOARD PRESENT:** Chair Bill Middleton, Linda Henderson, Dave Grant, Robyn Folsom, Bill Butterfield, Matt Langer and Krisanna Clark.
3. **STAFF PRESENT:** City Manager Joseph Gall, Assistant City Manager Tom Pessemier, Public Works Director Craig Sheldon, Finance Director Craig Gibons, Community Development Director Julia Hajduk, Police Chief Jeff Groth, Administrative Assistant Colleen Resch and Agency Recorder Sylvia Murphy.

Chair Middleton addressed the Consent Agenda and asked for a motion.

4. CONSENT AGENDA:

A. Approval of December 18, 2012 URA Board Meeting Minutes

MOTION: FROM BILL BUTTERFIELD TO APPROVE THE CONSENT AGENDA, SECONDED BY KRISANNA CLARK, MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Chair Middleton addressed New Business and recused himself from participating in item B, URA Resolution 2013-002 and stated Ms. Linda Henderson would oversee the Board addressing this business item.

5. NEW BUSINESS:

A. URA Resolution 2013-001 Approving a Façade Grant for the building at 22578 SW Washington Street in Sherwood

Assistant City Manager Tom Pessemier explained the resolution and recapped the staff report. He informed the Board the property owner has submitted a letter authorizing the applicant, the Bank of Oswego, to proceed with the grant application.

Chair Middleton asked for questions from the Board, with none received he asked for a motion.

MOTION: FROM KRISANNA CLARK TO ADOPT URA RESOLUTION 2013-001, SECONDED BY BILL BUTTERFIELD, MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Ms. Henderson addressed the next business item.

B. URA Resolution 2013-002 Approving a Façade Grant for the building at 22536 SW Washington Street in Sherwood

Assistant City Manager Tom Pessemier explained the resolution and recapped the staff report.

Ms. Henderson asked for questions from the Board, with none received she asked for a motion.

MOTION: FROM KRISANNA CLARK TO ADOPT URA RESOLUTION 2013-002, SECONDED BY BILL BUTTERFIELD, MOTION PASSED 6:0. (MIDDLETON RECUSED), ALL OTHER MEMBERS VOTED IN FAVOR.

Chair Middleton addressed the next agenda item.

6. STAFF REPORTS:

Assistant City Manager Tom Pessemier stated the Downtown Streetscape Project would be starting soon.

7. ADJOURN:

Chair Middleton adjourned the meeting at 7:25 pm.

Submitted by:

Sylvia Murphy, CMC, Agency Recorder

Bill Middleton, Chair

SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS
MEETING MINUTES
Tuesday, February 19, 2013
22560 SW Pine Street, Sherwood, Oregon 97140

URA BOARD WORK SESSION

1. **CALL TO ORDER:** Chair Bill Middleton called the meeting to order at 5:45 pm.
2. **BOARD PRESENT:** Chair Bill Middleton, Linda Henderson, Dave Grant, Robyn Folsom, Bill Butterfield, Matt Langer and Krisanna Clark.
3. **STAFF PRESENT:** Assistant City Manager Tom Pessemier, Public Works Director Craig Sheldon, Community Services Director Kristen Switzer, Finance Director Craig Gibons, Community Development Director Julia Hajduk, Police Captain Mark Daniel, City Engineer Bob Galati, Administrative Assistant Colleen Resch and Agency Recorder Sylvia Murphy. City Manager Joseph Gall arrived at 5:58 pm.
4. **OTHERS PRESENTS:** Murray Jenkins and Scott Wagner with Ankrom Moisan, Ray Pitz with the Sherwood Gazette.

5. TOPICS:

- A. **Community Center Update.** Tom Pessemier presented a power point presentation (see record, Exhibit A). Tom briefed the Board on objectives for this evening; to present information on schedules for the machine works building and moving forward with design, a decision making process and a public meeting process to engage the community. Tom informed the Board that Ankrom Moisan was present, but they have not been officially hired and this hiring decision would come back to the Board. Tom informed the Board of the demolition schedule for the machine works building and the target date of the 2nd week in March. He spoke of the reconsideration of decisions previously made with retrofitting the building and moving forward with a new building.

Murray Jenkins referenced Exhibit A and briefed the Board on the project design schedule. He stated that the project would not be a CMGC process but a design-bid-build process. Murray briefed on an alternate schedule which involves the Steering Committee.

Tom briefed the Board on the design-bid-build process and Murray explained the differences between this process and the CMGC process. Board questions and discussion followed.

Tom referenced the exhibit and briefed the Board on the decision making process and sought the Boards consensus of the process. Board questions and discussion followed. Brief discussion followed regarding operational planning and citizen input and utilizing information already received.

Board discussion occurred regarding Ankrom Moisan's role and they not being the current hired contractor.

The Board discussed the URA Board Liaison position as noted in the exhibits organizational chart and Bill Butterfield filling this role with Robyn Folsom and Linda Henderson alternating in attending meetings.

Tom referenced the exhibit and briefed on the public meeting outline, and the Board asked that staff include discussion of maintenance cost along with communicating financial limitations.

Tom briefed on new building program elements and referenced program summary in the exhibit and ways to identify desired program elements with a "dot exercise". Discussion followed regarding building elements, backstage, fly system, and the neighboring storm water facility. Discussion occurred regarding being cautious to not spend funds on building elements that would not be utilized.

Discussion occurred regarding meeting schedule and operational costs. Tom spoke of operational cost being part of the design element decisions and the need to further this discussion.

City Manager Gall commented regarding the operational cost not being in this upcoming proposed budget but in next years proposed budget. He commented regarding purpose and functionality of the building and needing to make these decisions to develop operational costs.

Community Services Director Kristen Switzer commented regarding needing to know program elements and this information being part of determining the operational costs. Discussion followed regarding looking at grants to help offset operational costs and the timing of seeking grants. The Board discussed the participation of the Cultural Arts Commission and Steering Committee.

Discussion occurred regarding construction timeline and Robyn Folsom participating in gathering information on operational costs. Discussion occurred regarding the retail components of the facility.

6. ADJOURN:

Chair Middleton adjourned the meeting at 7:25 pm.

Submitted by:

Sylvia Murphy, CMC, Agency Recorder

Bill Middleton, Chair

SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS
MEETING MINUTES
Tuesday, March 19, 2013
22560 SW Pine Street, Sherwood, Oregon 97140

URA BOARD WORK SESSION

1. **CALL TO ORDER:** Chair Bill Middleton called the meeting to order at 8:00 pm.
2. **BOARD PRESENT:** Chair Bill Middleton, Linda Henderson, Dave Grant, Robyn Folsom, Matt Langer and Krisanna Clark. Bill Butterfield was absent.
3. **STAFF PRESENT:** Assistant City Manager Tom Pessemier, Community Services Director Kristen Switzer, Finance Director Craig Gibons, Police Chief Jeff Groth, Administrative Assistant Colleen Resch and Agency Recorder Sylvia Murphy.
4. **OTHERS PRESENTS:** Lee Weislogel, Angi Ford and Bill Montgomery with Sherwood Main Street.
5. **TOPICS:**

- A. **Sherwood Main Street (SMS) Program:** Lee Weislogel presented information to the Board and provided a handout (see record, Exhibit A). Lee introduced SMS Vice President Bill Montgomery and Angi Ford SMS part time Coordinator. Lee recapped the history of SMS and briefed on the mission of SMS. Lee commented regarding the SMS Branding efforts, named a few of several who played a part in establishing this and said half of this effort was funded by a private developer, while the other half was funded by the City. He said this Branding project is something SMS is still working on and is on SURPAC's list of projects as well.

Lee explained the partnership between the City, Sherwood Chamber of Commerce and Sherwood Main Street. He stated they have a partnership and connection to the Sherwood Historical Society and informed the Board that the Historical Society has invited SMS to move into their building at the Morback House. Lee mentioned a \$13,000 grant they have been working on, a no compete grant, that they hope to have early next year. Lee said the City has been involved in working on this grant at the Planning Commission level and has been doing things to get this grant to SMS. Lee commented regarding the Old Town Construction meetings and said these are going well and commended City staff for working with businesses.

Bill Montgomery provided information on his professional background and commented regarding the developing relationship between SMS and the Chamber and intertwined membership. Bill briefed the Board on relationship issues and explained they conducted meetings to resolve issues and have now moved past these issues.

He referenced the exhibit and explained Financial Projections and commented regarding a \$70,000 commitment from the City over a five year period. He briefed on fundraising events and provided information on potential grant opportunities as they are a 501c3. He stated grant

opportunities were potentially with the Chamber, the City and the Historical Society. He stated things that would be related to benefiting old town, grant funding for branding and signage, would not be available for operating revenue.

Bill referenced the exhibit and spoke of establishing an Economic Improvement District (EID). He said this EID is established through a City Ordinance and involves several steps and takes about 1 year to establish. He stated there is also a Business Improvement District that is different from an EID. He stated these funds are not for capital improvements, but for personnel, landscape, promotions and recruitments. He referenced Business Entities in Old Town and recapped the handout. He commented regarding what SMS has accomplished within the last year and commented regarding the newer businesses that have opened in old town and named; Sweet Story, Hungry Raccoon, Escape to Yoga, Bank of Oswego and Symposium Coffee. He stated that SMS has created a buzz that may be the reason for the opening of these new businesses.

Lee spoke of grant writing opportunities and commented regarding Jennifer Fagerstrom a grant writer and recapped the document in the handout. Lee referenced the Paver Program and getting this moving forward as a means of generating funds.

Angi Ford spoke of community support and referenced the handout of SMS Related Activities and recapped the events and activities. Angi explained SMS has in total, support from 80 plus businesses and sponsors, then she explained letters of support from other Main Street city's, city's that receive funding from their local City. Angi stated SMS has had 70 interested inquiries for the Paver Program, stated they have had over 60 volunteers, volunteering over 2000 volunteer hours. Angi stated these numbers are for one and a half years into their funding since October.

Angi briefed on their partnerships with the Chamber, Historical Society, Cultural Arts Commission, Economic Development with the City's Planning Department, the State Main Street Coordinator, State of Oregon Cultural Department and said they are working on a new partnership with the Tualatin National Wildlife Refuge.

Lee stated SMS is seeking support from the URA Board and said they have learned a lot and have grown a lot and have developed partnerships in support of urban renewal. He commented regarding URA property assets and offering of SMS services moving forward. He referenced the funding that is noted on SURPAC's list for Branding and SMS of \$100,000 for each and said they are not asking for these amounts but their survival is at stake. Lee offered to answer Board questions.

Matt Langer asked if SMS had done any polling with reference to Economic Improvement District (EID). Mr. Montgomery replied not really and said they were exploring the concept and explained if the businesses affected by the EID don't believe they will benefit from it, they won't approve it. He said it only takes 1/3 of the property owners or business owns to turn it down. Mr. Montgomery explained the process of a hearing and approval and explained the timeline needed to move forward with a survey.

Robyn Folsom confirmed the financial support provided by the URA over a two year period being \$45,000 and said we are committed to an additional \$9000. She asked regarding economic development as something SMS has been doing and asked if this was in a recruitment process and asked if the national and state organizations help in this process, are they regional partners to make people aware that there are places to open a small to medium size business in old town? Is this the type of support the state and national Main Street provide? Mr. Montgomery replied the state provides support in reference to how other communities have done something. He said part of the role of the Economic Restructuring Committee, which he is a part of, is to help get new businesses into vacant locations in old town.

Ms. Folsom asked regarding Branding and when this was done. Angi replied, September 2011 and said this was the first step. Ms. Folsom asked if it was anticipated that it would sit for this long and was there an intermediate phase to go to the next step. Angi replied it was not anticipated to sit this long and they struggled with moving forward due to funding. Angi commented regarding grant funding and reapplying for a grant they wrote last year. Ms. Folsom asked how much the branding cost in the first steps of the process. Angi replied \$14,000-\$15,000 in total that was partnered with Capstone. Ms. Folsom commented regarding Way Findings done in prior years and compared this to branding. She asked if the \$13,000 grant with the Historical Society had been received, Lee replied no and said the City has some things they need to do to get the house in order to allow this to be part of the package going to the state.

Mr. Montgomery commented regarding the timing of their 501c3 creation and not being able to apply for grants prior to the formation of the 501c3.

Angi explained grant writing has struggled as they did not receive their 501c3 status until September of 2011 and said most grants ask that the status be in place a minimum of 2 years. Angi informed the Board through training SMS has received, they were notified of a CLGC (Certified Local Government) designation and said this is something that goes through at the City level and they have a state representative speaking with planning staff. She said it appears that nearly everything that is needed is in place to receive this designation with the exception of code and this is currently being worked on through code cleanup. Angi explained what CLGC is and said it's primarily in regards to historic preservation.

Ms. Folsom asked for information on the issues SMS had with the Chamber, Mr. Montgomery explained there was competition for volunteers and a lack of understanding for what SMS and the Chamber was trying to do. He stated part of the solution to this issue is having three SMS people as ambassadors to the Chamber.

Ms. Folsom asked if SMS feels the two organizations are duplicating efforts. Mr. Montgomery replied the Chamber's focus is not on old town, it's on the entire city and said they have challenges with getting businesses to Sherwood and becoming members. He said their focus is old town and if they become a subset of the Chamber their 501c3 status goes away.

Angi added hardships stemmed from lack of communication between her and Nancy at the Chamber and this has since cleared up. She stated the only place they overlap is economic

development and said their other focuses are building their own organization, design, aesthetic pieces of old town and promoting old town businesses and events, which overlap a little bit for Chamber members, but not all of old town. Angi said SMS is working on historic preservation and this is something that the Chamber does not do. Mr. Montgomery commented regarding being a dues membership and SMS not collecting dues and this being questioned by businesses as to why should they join the Chamber and pay dues if SMS doesn't require dues.

Ms. Folsom commented regarding activities and promotions of SMS to get people to old town and asked how SMS was making money to fund their organization, are they spending time doing little fundraisers and not big ones. Lee replied they tried to have many things going to fund and support themselves and commented regarding other programs receiving city funding and gave the example of the City of Canby hiring a full time Main Street Manager and said ongoing support is being provided by cities and this is why they are here tonight. Lee referenced the handout, an excel spreadsheet, and stated they are looking at grants and activities that don't compete with the Chamber and referred to the Cruis'in event. Lee commented SMS wants to be in partnership with all City boards and commissions and anyone else that wants to partner. Lee stated they may have overextended themselves in trying to do too much and are focusing on a handful of things and commented regarding SMS trying to get people involved in old town.

Ms. Folsom commented regarding Lee's tenure working with SMS and recalling the amount of money originally allocated to SMS and thinking it was a lot of money back then. She stated she has been looking at the URA numbers for a long time and the budget was very tight. Lee stated the request was over a 5 year period.

Mr. Montgomery commented that they hope to eventually be self-sustaining. Angi added that they are looking at partnering with the City on grants, branding and signage in regards to old town, which is currently a \$100,000 line item on the URA budget. She stated there is a grant that's up to \$200,000 that can be utilized towards the Community Center and there are many grant writing opportunities they can support to offset the budget.

Matt Langer referenced the handout and asked for clarification on why the Chamber Poker event and Cruis'in event were on the list of activities. Angi clarified and explained the role of SMS for these two activities.

Tom Pessemier stated the funding for SMS was \$45,000 for two years, from March 2011 to March 2013 and those funds are now up. He stated one commitment the Council made to move to the transforming stage, was to fund a position at 20% for an additional year, which would run March 2013 to March 2014 at the current rate of what Angi is earning. Tom stated this is about \$9000. He said the URA Board held a work session and identified the money, and as it was a work session, no decisions were made and no funds were directed in any way. He commented regarding funding running out and asked SMS to speak of what would occur if funding was not available.

Mr. Montgomery replied they have enough funds to cover salary through mid-May. He said if funding is not received it would be supported totally by volunteers. Lee added that they would

need to notify the state Main Street Coordinator to see if they are allowed to stay at the Transforming Level.

Linda Henderson asked if the May figure includes the 20% funding or not. Angi explained and stated she did not know exactly and would need to confirm with their treasurer.

Linda confirmed we still have a 20% funding obligation to SMS, Tom Pessemier replied this was correct and said we made a commitment to the state in the form of a resolution and a contract was signed by the City Manager to make sure there was someone spending at least 20% of their time supporting the Main Street Program through March 2014.

Linda asked when that payment would take place. Tom replied the question is does it become part of SMS or City staff or the volunteer program, it's unanswered as to how that would be done, but is a commitment to make sure Main Street has a 20% commitment through that time, where the money goes or how it's distributed is in question. Tom confirmed the 20% was of a full time employee.

Linda asked regarding SMS being charged rent. Mr. Montgomery replied the Chamber provided the first two years rent-free and the agreement was after this time, the rent would be \$300 per month. He said this is in their budget and when they move to the Historical Society, rent will be paid to them and the figure has not been discussed.

Chair Middleton concluded and stated the Board doesn't make decisions in work session and will get back to SMS and said he wanted to get more information from staff. Chair Middleton thanked SMS.

B. Fiscal Year 2013-14 URA Property Options

The meeting agenda was previously amended at the request of staff and this business was not addressed by the Board.

C. Community Center Project Management Update

Assistant City Manager Tom Pessemier informed the Board the notice to proceed would be issued tomorrow and bids came back very well for the center, he reported on asbestos being discovered in the roof and this causing a delay and the receipt of competitive bids. He stated the low bidder has specialized equipment that should allow for an easier take down of the building. He said work on the building would occur the first week in April.

Recorders Note: Board member Clark left the meeting at 8:47pm.

Tom recapped a previous URA Board work session and discussion of forming a city project management team, consisting of himself, Bob Galati, Kristen Switzer, Bill Butterfield, Linda Henderson and Robyn Folsom. Tom stated the group met and discussed design-bid-build process in comparison to a design-build process and concluded if they did a design-bid-build they needed to work with Ankrom Moisan to do specific things and shortening up the

preliminary design portion. Tom stated he was comfortable with the information received from the community on this element and didn't see a need to spend a lot more time revisiting this.

Tom stated if they were going to move forward on a design-bid-build and after staff met with Ankrom Moisan, they addressed shortening the design schedule, lowering the cost and focus on allowing some design build portions of the project to do mechanical, electrical and plumbing.

Tom stated Ankrom met with the design team on March 8th and had a good discussion to make sure they addressed all the needs and the design team then met without Ankrom and as a result is providing this information to ensure the Board approves.

Tom explained the three issues discussed is limiting any potential design changes to the building and said the team agreed to focus on 5-6 different things; classrooms, back stage area, foyer size, dressing room size, co-location facility and circulation inside the building. Tom stated they recognized they are challenged for funds and said the cost estimate we have on a new building is only the features in the previous design effort, which is around \$4 million and the project management team feels they need to set a budget or goal to stay within the \$4 million. Tom stated this matches up with information provided at previous work sessions and information provided to SURPAC and matches up with URA numbers. Tom commented regarding looking at these areas and making trade-offs. He stated the changes are significant enough to do a design-bid-build and move forward with Ankrom Moisan. He said with a design-build we would lose control and not be able to consider the items discussed. He concluded with the three things: limiting design changes, limiting budget to \$4 million and coming back with a contract for Ankrom Moisan for design build.

Ms. Folsom commented regarding the facility being a priority and the need for classrooms and a steady stream of income and commented regarding income from the retail space. She spoke of the challenges of the flow of the building and opportunities to fix things and stated the building cost would be more than \$4 million.

Ms. Henderson commented regarding working with Ankrom Moisan and they knowing what we want, and spoke of signing an administration construction contract with Ankrom.

Ms. Folsom commented regarding working very hard to bring this project in and commented regarding grant writing opportunities

Ms. Henderson commented regarding a future trip to Washington DC and an opportunity to seek grant funding through the NEA, National Endowments for the Arts.

The URA Board conceded for staff to move forward and Tom explained the next steps as entering into a contract with Ankrom Moisan and legislation removing previously adopted legislation, specifically caps on the facility funding.

Discussion occurred regarding the public meeting process and changes in how this will now look.

Ms. Foslom commented regarding citizen involvement discussed at the Council Goals-Retreat and already spending months with their involvement and the Board not changing what they wanted, the Board is now trying to deliver it faster. Discussion occurred regarding public communications and a land use process needing to occur.

6. ADJOURN:

Chair Middleton adjourned the meeting at 9:03 pm.

Submitted by:

Sylvia Murphy, CMC, Agency Recorder

Bill Middleton, Chair

TO: Sherwood URA Board

FROM: Bob Galati PE, City Engineer

THROUGH: Tom Pessemier PE, Assistant City Manager and Joseph Gall, City Manager

SUBJECT: SHOULD THE URA BOARD APPROVE URA RESOLUTION 2013-003 WHICH REPEALS PREVIOUSLY ADOPTED URA RESOLUTIONS 2011-013 AND 2012-006 IN THEIR ENTIRETY

ISSUE:

Should the URA Board repeal previously adopted URA Resolutions 2011-013 and 2012-006 which imposed design and budgetary constraints which are no longer applicable to the Sherwood Community Center project.

BACKGROUND:

The URA Board adopted Resolutions 2011-013 and 2012-006 which delineated modifications to the project design and established project construction budget amounts. These resolutions were based on remodeling the existing Machine Works Building structure into the Sherwood Community Center.

Since adoption of these resolutions, two main issues have arisen which made the applicability of these resolutions unfeasible. The first issue identified was that the estimated cost of remodeling the existing structure far exceeded the construction budget established in each of the resolutions. A new construction budget amount has been established and will be managed by other future legislation.

The second issue was the subsequent deterioration and structural failure of the roofing truss support system. Repair of the trusses was no longer a viable option and a completely new roofing system would need to be designed and constructed. The original budget was based in part on the cost savings that would be gained by repairing the trusses, which were no longer applicable. A financial analysis indicated that replacement of the entire structure with a new structure was nearly equivalent in construction costs as remodeling. In addition, it was proposed that a new structure would provide configuration opportunities not present in the original structure configuration. Based on these two issues and related reasoning the URA Board decided to authorize demolition of the existing structure through URA Resolution 2012-026.

To release the project from the constraints imposed by the existing Resolutions 2011-013 and 2012-006, their repeal is necessary.

FINDINGS:

By passing this resolution it is recognized that the constraints imposed by the previous adopted URA Resolutions 2011-013 and 2012-006 are no longer applicable and should be repealed in their entirety.

RECOMMENDATION:

Staff respectfully recommends adoption of URA Resolution 2013-003 repealing URA Resolutions 2011-013 and 2012-006 in their entirety.



URA RESOLUTION 2013-003

A URBAN RENEWAL AGENCY RESOLUTION REPEALING URA RESOLUTIONS 2011-013 and 2012-006

WHEREAS, the URA Board adopted Resolutions 2011-013, and 2012-006 (attached Exhibits A and B respectively) which established and modified design and budget criteria of the general layout for the Sherwood Community Center as defined in URA Resolution 2010-012; and

WHEREAS, subsequent cost estimates of proposed design elements related to remodeling the existing Machine Works Building indicated that the anticipated construction costs exceeded the specified budgeted amounts; and

WHEREAS, subsequent deterioration of the Machine Works Building roofing support structure warranted adoption of URA Resolution 2013-026 which authorized demolition of the Machine Works Building, and made continuation of design efforts towards remodeling the building unfeasible; and

WHEREAS; the URA Boards intent is still to design and construct a Sherwood Community Center which meets the general layout conditions.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

Section 1: That the URA Board repeals in their entirety previously adopted Resolutions 2011-013 and 2012-006.

Section 2: This Resolution shall be in effect upon its approval and adoption.

Duly passed by the Urban Renewal Agency Board this 2nd day of April 2013.

Bill Middleton, Chair

Attest:

Sylvia Murphy, CMC, Agency Recorder



EXHIBIT A

URA RESOLUTION 2011-013

A RESOLUTION AUTHORIZING THE URBAN RENEWAL AGENCY ADMINISTRATOR TO NEGOTIATE A CONTRACT AND SELECT A CONTRACTOR TO REDEVELOP THE BUILDING AT 22832 SW WASHINGTON STREET FOR THE CANNERY SQUARE PROJECT

WHEREAS, a focus of the Urban Renewal Agency is redevelopment of downtown Sherwood in a manner to promote public and private investment to result in a vibrant downtown area; and

WHEREAS, a major part of the work includes the Cannery Redevelopment Project on the southeast side of the railroad tracks, where the URA will build a public plaza, roads and infrastructure, and remodel the machine shop/old cannery building (located at 22832 SW Washington St.) that is owned by the URA and the rest of the site will be redeveloped by private companies;

WHEREAS, Once remodeled, the machine shop should join the library/city hall as another major economic draw and anchor to bring people to downtown, but it should not compete with existing businesses in our community; and

WHEREAS, a steering committee was formed by URA Chair Mays to evaluate options for the building as well as oversee the development of a business plan for its operations; and

WHEREAS, the steering committee has now completed their work and presented their information to the URA Board to move the project forward; and

WHEREAS, the business plan as presented to the URA Board requires a very substantial ongoing investment to support it, either from tax dollars and/or from donations/grants; and

WHEREAS, as such, that plan is not an option for the near term; and

WHEREAS, the Urban Renewal Agency approved the CM/GC (Construction Management/General Contractor) method of bidding for this project according to ORS 279C.335 (2) with URA Resolution 2010-002 on June 1, 2010.

NOW, THEREFORE, WITH THE GOAL OF MINIMIZING RISK TO COMMUNITY TAX DOLLARS AND MAXIMIZING THE LONG TERM POTENTIAL OF THE BUILDING FOR THE COMMUNITY, THE URBAN RENEWAL AGENCY BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

Section 1: The building, when completed, will be called the "Sherwood Community Center", to reflect that it is open to all groups and organizations in the community who want to use it and to reflect the fact that the way the building is used will evolve over time.

Section 2: The Sherwood Community Center will be passively managed by the Sherwood Urban Renewal Agency Administrator, or his/her designee. Responsibilities will include: leasing commercial space, scheduling usage, cleaning, maintenance, promotion with existing communication tools, and coordination with community groups/organizations. Revenue from the commercial areas, fees charged to use the public area, and donations/grants to the Sherwood Community Center will pay for all costs associated with the building, in addition to a building depreciation fund and development of reserves to enable the Sherwood Community Center to be actively managed at some level in the future.

Section 3: Timing and level of active management of the center can be accelerated with donations from the community.

Section 4: The building should be remodeled with the general layout as adopted by the URA Board on November 16, 2010. Specifically, it should be approximately 30% commercial (with public restrooms, retail space, & co-location space), 70% public (stage w/curtains, telescopic seating, kitchen, HVAC, as well as state of the art sound, lighting and power for a variety of events). Fixed seating on the floor, classrooms and interior hallway/gallery areas will not be included in order to maximize the open space, width of the stage, seating capacity and flexibility of the interior. The building exterior will also be remodeled with the addition of a brick façade to at least the north and west sides of the building to reflect the Old Town design standards. Direct construction costs will not exceed \$2.5 million (\$2,500,000).

Section 5: The URA will accept up to \$50,000 from the City of Sherwood to buy non-fixture items: like folding chairs, tables, carts to carry tables/chairs and for other ancillary items needed to operate the center.

Section 6: The Agency Administrator is directed to negotiate and sign a contract within the parameters of previously approved budget for the facility, with a qualified contractor using the previously approved CM/GC method.

Section 7: This Resolution shall be in effect upon its approval and adoption.

Duly passed by the Urban Renewal Agency Board this 7th day of June, 2011.



Keith S. Mays, Board Chair

Attest:



Sylvia Murphy, CMC, Agency Recorder



EXHIBIT B
URA RESOLUTION 2012-006

A RESOLUTION AMENDING URA RESOLUTION 2011-013 ALLOWING FOR MODIFICATION TO SECTION 4 FOR CERTAIN DESIGN AND BUDGET CHANGES FOR THE SHERWOOD COMMUNITY CENTER

WHEREAS, the URA Board adopted URA Resolution 2011-013 on June 7, 2011 that provided detail for the design and construction of the Sherwood Community Center; and

WHEREAS, a CM/GC Contractor was engaged to work with URA consultants and staff to develop design details and estimate from potential sub-contractors;

WHEREAS, Some elements determined to significant to the future success of the facility had not been originally included in budget estimates or were found, after getting detailed drawings to potentially cost more than expected; and


WHEREAS, Some elements will require separate tracking and construction contracts to be executed due to future funding sources and allocation not associated with Community Center Building. These include both parking lots, a co-location facility and future tenant improvements and are not included in the construction costs of this resolution and will require separate contracts to be executed;

NOW THEREFORE, THE URBAN RENEWAL AGENCY BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

Section 1: Section 4 of URA Resolution 2011-013 shall be amended as follows: The building should be remodeled with the general layout as adopted by the URA Board on November 16, 2010. Specifically, it should be approximately 30% commercial (with public restrooms, retail space, & co-location space), 70% public (stage w/curtains, telescopic seating, kitchen, HVAC, as well as state of the art sound, lighting and power for a variety of events). Fixed seating on the floor, classrooms and interior hallway/gallery areas will not be included in order to maximize the open space, width of the stage, seating capacity and flexibility of the interior. The building exterior will also be remodeled with the addition of a **modified** brick façade (as generally shown in Attachment A) to reflect the Old Town design standards and approved PUD pattern book. Direct construction costs will not exceed \$2.90 million (\$2,900,000). In addition a construction contingency in the amount of five (5) percent of \$2.90 million will be available for unanticipated costs associated with construction.

Section 2: This Resolution shall be in effect upon its approval and adoption.

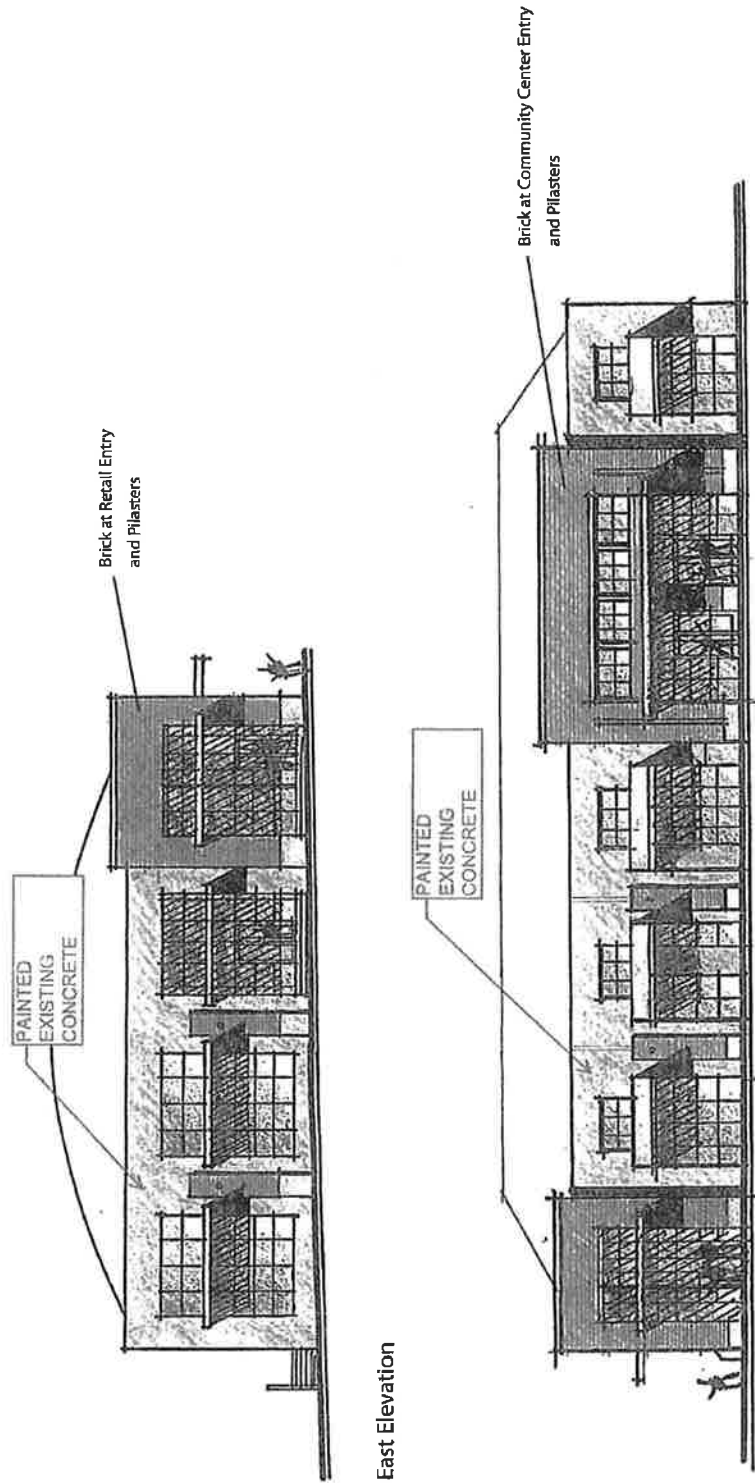
Duly passed by the Urban Renewal Agency Board this 3rd day of April, 2012.


Keith S. Mays, Board Chair

Attest:


Sylvia Murphy, CMC, Agency Recorder

URA Resolution 2012-009, Attachment A
April 3, 2012, Page 1 of 1



East Elevation

North Elevation

SHERWOOD COMMUNITY CENTER

SHERWOOD CANNERY SQUARE



CAPSTONE
Partners

ANKROM MOISAN ARCHITECTS
ARCHITECTURAL INTERIORS PLANNING

07.07.2011

TO: Sherwood URA Board

FROM: Bob Galati PE, City Engineer

THROUGH: Tom Pessemier PE, Assistant City Manager and Joseph Gall, City Manager

SUBJECT: **Approval of URA Resolution 2013-004 which authorizes the Urban Renewal Agency Administrator to award a Professional Services Contract via Direct Appointment to Ankrom-Moisan Architects for Design Services of the Sherwood Community Center**

ISSUE:

Should the URA Board approve the Resolution which authorizes the Agency Administrator to enter into a Professional Services Contract via Direct Appointment with Ankrom-Moisan Architects, for design services for the Sherwood Community Center?

BACKGROUND:

Ankrom-Moisan Architects was contracted to provide architectural services for remodeling the Machine Works Building into the Sherwood Community Center. The project design process was halted after it was found that deterioration and failure of the roof support trusses made repair of the trusses no longer a cost effective option of the remodeling plan.

Cost estimates performed by Architectural Cost Consultants (ACC) indicated that constructing a completely new structure was equivalent in cost to reconstructing the roof structure and re-using the building per the original design plan. However, it was proposed that a new structure would provide better configuration opportunities not present in the original structure configuration. The decision was made by the URA Board to demolish the building and reset the project design at a point which could utilize a large part of existing systems designs while designing a new building structure to take advantage of configuration opportunities.

The existing Contract with Ankrom-Moisan Architects was made through Capstone Development as part of a Development Agreement. To avoid unintended contractual legal issues City staff determined that it would be best to enter into a new Contract directly between the URA and Ankrom-Moisan Architects. This contracting effort is to be performed via Direct Appointment, which is an acceptable method if all the State contracting requirements are met. These requirements are outlined in OAR 137-048-0200 and ORS 279C.115. Basically, the URA may Direct Appoint the Contract to Ankrom-Moisan Architects if several conditions are met.

These conditions are described as follows:

- (1) Contracting Agencies may enter into a Contract directly with a Consultant without following the selection procedures set forth elsewhere in the rules if:
 - (d) Continuation of Project with Extensive Estimated Fee. For Contracting Agencies where a Project is being continued, as more particularly described below, and where the Estimated Fee is expected to exceed \$250,000, the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services to be performed under the Contract must meet the following requirements:

- (A) The Service consist of or are related to Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services that have been substantially describing, planned or otherwise previously studied under an earlier Contract with the same Consultant and are rendered for the same Project as the Architect, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services rendered under the earlier Contract;
- (B) The Contracting Agency used either the formal selection procedure under OAR 137-048-0220 (Formal Selection Procedure) or the formal selection procedure applicable to the selection of the Consultant at the time of original selection to select the Consultant for the earlier Contract; and
- (C) The Contracting Agency makes written findings that entering into a Contract with the Consultant, whether in the form of an agreement to the existing Contract or a separate Contract for the additional scope of services, will;
 - (i) Promote efficient use of public funds and resources and result in substantial cost savings to the Contracting Agency; and
 - (ii) Protect the integrity of the Public Contracting process and the competitive nature of the Procurement by not encouraging favoritism or substantially diminishing competition in the award of the Contract

For Condition (A), the work being provided under the proposed Contract is a consistent with Architectural, Engineering, and Surveying services, and the amount of the services being provided is in excess of \$250,000. The current process meets this condition.

For Condition (B), Ankrom-Moisan Architects was selected under the Request for Proposal (RFP) Formal Selection Process and was awarded a Contract based on their submittal. The current process meets this condition.

For Condition (C), this Staff Report constitutes written findings that the intent is to enter into a separate contract with Ankrom-Moisan Architects, based on continuing the design utilizing the original design elements. This process will provide the most efficient use of the public monies and protects the competitive nature of Contract Procurement as required by the OAR and ORS regulations.

FINDINGS:

That the URA process has met the conditions for Direct Appointment of the Contract for Design and Construction Services to Ankrom-Moisan Architects as required by OAR 137-048-0200 and ORS 297C.115.

That City staff have negotiated and established scopes of work and associated fees for design services as outlined in the attached Exhibit A, and that the total not-to-exceed contract amount for design services shall be \$416,274.00.

RECOMMENDATION:

Staff respectfully recommends adoption of URA Resolution 2013-004 authorizing the Agency Administrator to enter into a Contract with Ankrom-Moisan Architects via Direct Appointment for a total not-to-exceed contract amount of \$416,274.00.



**Community Development Division
Engineering Department**
22560 SW Pine St.
Sherwood, OR 97140
503-925-2309

EXHIBIT A

CONTRACT FOR PROFESSIONAL SERVICES

PROJECT NAME:	Sherwood Community Center								
CONTRACT PARTIES:	Sherwood Urban Renewal Agency [hereafter called URA]	and	Ankrom-Moisan Architects [hereafter called Consultant]						
C.O.S. PROJECT MANAGER:	Bob Galati, P.E., City Engineer								
ACCOUNT #:	7620	FUND #:	95	DEPT:	57	REV SOURCE:	0	JOB #:	8061
VENDOR #:	11375								

SCOPE of WORK:	Design Services (see attachment)				
SCHEDULE of WORK:	effective date:	April 3, 2013	expiration date:	December 31, 2013	
PAYMENT:	URA agrees to pay Consultant for the identified services a sum not to exceed		\$416,274.00	for the scope of work identified by attachment	

CONSULTANT DATA, REGISTRATION, and SIGNATURE

CONSULTANT FIRM:	Ankrom-Moisan Architects				
ADDRESS:	6720 SW Macadam Avenue, Suite100, Portland, Oregon 97219				
VOICE:	(503) 245-7100	FAX:	(X)		
CONTACT:	Murray Jenkins				
TITLE:	Principal				

I, the undersigned, agree to perform the work outlined in this Contract in accordance to the terms and conditions listed on pages 2-5 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

SHERWOOD URA APPROVALS

CITY ENGINEER:	_____	_____
	signature	date

FINANCE DIRECTOR:	_____	_____
	signature	date

ASSIT. CITY MANAGER / PM:	_____	_____
	signature	date

URA DISTRICT MANAGER:	_____	_____
	signature	date

STANDARD CONTRACT PROVISIONS

1. Access to Records

The Consultant shall maintain, and the Sherwood Urban Renewal Agency ("URA") and its duly authorized representatives shall have access during normal business hours 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 reasonable request. Payment for cost of copies is reimbursable by the URA.

2. Audits

(a) The URA, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract 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 URA.

(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 URA may pursue remedies provided under section 5, **Early Termination of Contract** 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 URA certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract.

5. Early Termination of Contract

(a) The URA and the Consultant, by mutual writing, may terminate this Contract at any time.

(b) The URA, on thirty (30) days written notice to the Consultant, may terminate this Contract for any reason deemed appropriate in its sole discretion.

(c) Either the URA or the Consultant may terminate this Contract in the event of a breach of the Contract 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 Contract 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 Contract** hereof, the URA shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Consultant due to a breach by the URA, the URA 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 Contract** hereof, by the URA due to a breach by the Consultant, the URA 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 URA.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Contract**, hereof, by the URA due to a breach by the Consultant, the URA may complete the work either itself, by Contract 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 URA the amount of the reasonable excess.

(b) The remedies provided to the URA under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The URA also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Contract by the URA, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c), **Early Termination of Contract** 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 Contract, without the prior written consent of the URA. Notwithstanding URA approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the URA shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Contract, the Consultant and its sub-consultants 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 Contract, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

10. Indemnity - Standard of Care

If Consultant's services involve engineering or planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning 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. Consultant acknowledges responsibility for liability arising out of the performance of this Contract and shall hold URA harmless from and indemnify URA for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, activities, or services in the course of performing this Contract.

11. Insurance

Consultant shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Consultant, the URA, its Board members, officers, agents, and employees. Unless modified by the URA District Manager, coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall name the URA as an additional insured. Consultant certifies that Consultant has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier insured employer as provided by ORS 656.407 or as a self-insured employer. Unless modified or waived by the URA District Manager, Consultant shall provide URA with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's negligent acts, omissions, activities or services, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall be endorsed to include contractual liability. All policies will provide for not less than thirty (30) days' written notice to the URA before they may be canceled. Upon request, Consultant shall furnish the URA certificates evidencing the date, amount, and type of insurance required by this contract.

12. Ownership of Work Product

All work products of the Consultant, which result from this Contract are the exclusive property of the URA. The URA shall not use these products for other projects outside the scope of this Contract without written permission of the Consultant; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.

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 659A.142, 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 URA to enforce any provision of this Contract shall not constitute a waiver by the URA 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, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon. Any trial will be to the court without a jury.

19. Amendments

The URA and the Consultant may amend this Contract at any time only by written amendment executed by the URA 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 URA Board. If the original Contract did not require a Resolution, the URA District Manager, or City Engineer in certain instances, 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 Engineer may agree to and execute any other amendment that does not affect Contract price, on behalf of the URA, including modifications to scope of service or time of performance.

20. License

Prior to beginning work under this Contract, the Consultant shall provide professional registration number in the space provided on page one of this Contract, if required by the URA.

21. Payment to Vendors and Sub-consultants

Consultant must promptly pay any persons supplying labor or material to Consultant in its performance of the work under this Contract. Consultant will not permit any lien or claim to be filed or prosecuted against the URA on account of any labor or material furnished to Consultant.

22. 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 – AIA Document B101 – 2007 Exhibit A, Initial Information
- Exhibit B – Schedule of Compensation – Design Services – Reduced Scope, Schedule of Compensation – CA Services – Reduced Scope
- Exhibit C – Reduced Scope Alternative, architects Detailed Scope of Work and Deliverables
- Exhibit D – Subconsultants Scope of Services
- Exhibit E – Ankrom-Moisan Architects 2013 Billing Rates
- Exhibit F – Project Schedule
- Exhibit G – AIA Document B101 – 2007, Standard Form of Agreement Between Owner and Architect

23. 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.

24. Mediation

- a. Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- b. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Washington County Circuit

Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

25. **Miscellaneous Terms**

- a. Consultant Identification. Consultant shall furnish to URA Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.
- b. Duty to Inform. Consultant shall give prompt written notice to URA if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by URA. Any delay or failure on the part of URA to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of URA's rights.
- c. Independent Contractor. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- d. Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors.
- e. Income Tax Withholding. In accordance with ORS 316.167, Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees.

EXHIBIT A

AIA[®] Document B101[™] – 2007 Exhibit A

Initial Information

for the following PROJECT:

(Name and location or address)

New Sherwood Community Center
22832 SW Washington Street
Sherwood, OR 97140-7091

THE OWNER:

(Name, legal status and address)

Sherwood Urban Renewal Agency
22560 SW Pine Street
Sherwood, OR 97140

THE ARCHITECT:

(Name, legal status and address)

Ankrom Moisan Associated Architects, Inc.
6720 SW Macadam Ave, Suite 100
Portland, OR 97219

This Agreement is based on the following information.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

The building program shall be appreciably similar to the existing Bid Documents for the renovation of the existing Sherwood Machine Works building dated the ninth day of May in the year two thousand and twelve (May 9, 2012)

§ A.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The project is located on parcels of land defined by the ALTA ACSM Land Title Survey produced by Caswell/Hertel Surveyors, Inc. dated the twenty fourth day of July in the year two thousand and eight (July 24, 2008). Parcels labeled V, VI, IX, X, XI, XII, XV and XVI comprise the land to be developed for the project. In addition, a portion of site development for parking on the site directly south of project properties is included. The site is currently served by the following public utilities:

Domestic Water
Public Sanitary Sewer
Public Storm Water Sewer

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes: (1632060023)

1

The site is currently served by the following private utilities:

- Electricity
- Natural Gas
- Telephone

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

To be determined

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

N/A

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bid

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

N/A

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

Attn: Robert Galati, City Engineer, and/or
Tom Pessemier, Assist City Manager, and/or Kristen Switzer, Community Service Director
22560 SW Pine Street
Sherwood, OR 97140

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Robert Galati, City Engineer and/or
Tom Pessemier, Assist City Manager, and/or
Kristen Switzer, Community Service Director
22560 SW Pine Street
Sherwood, OR 97140

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Murray Jenkins, Principal in Charge
Ankrom Moisan Architects
6720 SW Macadam, Suite 100
Portland, OR 97219

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.

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(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

Afghan Associates, Inc Hamid Afghan
4875 SW Griffith Drive, Suite 300
Beaverton, OR 97005

.2 Mechanical, Electrical, and Plumbing Engineer

Interface Engineering Robert Matteson
708 SW 3rd Avenue, Suite 400
Portland, OR 97204

.3 Civil Engineer

HHPR Ben Austin
205 SE Spokane Street, Suite 200
Portland, OR 97202

.4 Acoustical Engineer

Listen Acoustics Tobin Cooley
404 NW 10th Avenue, Suite 200
Portland, OR 97209

.5 Cost Estimator

Architectural Cost Consultants, LLC Stanley J. Pszczolkowski
8060 SW Pfaffle Street, Suite 110
Tigard, OR 97223

.6 Building Envelope Consultant

RDH Building Sciences, Inc. Dave Young
308 SW First Avenue, Suite 300
Portland, OR 97204

.7 Landscape Architect

Lango Hansen Kurt Lango
1100 NW Glisan, Suite 3B
Portland, OR 97209

.8 Theatre Consultant

PLA Designs, Inc. K. Paul Luntsford
6230 SW Zabaco Terrace
Aloha, OR 97007

.9 Surveying Consultant

HHPR John T. Campell
205 SE Spokane Street, Suite 200
Portland, OR 97202

Init.

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§ A.2.5.2 Consultants retained under Additional Services:

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

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EXHIBIT B



Exhibit B - Schedule of Compensation - Design Services - REDUCED SCOPE

Project: New Sherwood Community Center
Client: City of Sherwood Oregon
Date: March 8, 2013

	Architectural	Interiors	Total Fee	
ANKROM MOISAN SERVICES				
Architectural Services				
Design	\$ 70,000	\$ 5,000	\$ 75,000	
Construction Documentation	\$ 103,000	\$ 9,500	\$ 112,500	
Bidding / Negotiation	\$ 18,000	\$ 2,000	\$ 20,000	
Construction Administration	NIC	NIC	NIC	Under Separate Agreement
Closeout	NIC	NIC	NIC	Under Separate Agreement
Sub-total Ankrom Moisan Services	\$ 191,000	\$ 16,500	\$ 207,500	
OUTSIDE SERVICES				
Cost Estimating				Architectural Cost Consultants
Civil			\$ 17,000	HHPR
Survey			\$ 22,360	HHPR
Structural			\$ 6,820	AAI
MEP			\$ 30,740	Interface Engineering
Landscape			\$ 41,000	Lango Hansen Landscape Architecture
Envelope			\$ 9,450	RDH Building Science
Acoustical Consulting			\$ 14,000	Listen Acoustics
Theater Consultant			\$ 18,375	PLA Designs
			\$ 20,040	
			\$ 179,785	
			\$ 387,285	
			\$ 8,989	
			\$ 20,000	
			\$ 416,274	

Sub-Total Outside Services
 TOTAL FEE
 Consultant Admin Fee / Markup (5%)
 Estimated Reimbursible Expenses (Approx 5% of Total Fee)
TOTAL FEES THIS PROPOSAL

EXHIBIT C



EXHIBIT C: - REDUCED SCOPE ALTERNATE

ARCHITECT'S DETAILED SCOPE OF WORK AND DELIVERABLES

1.0 GENERAL REQUIREMENTS AND CONDITIONS

- 1.1 This Exhibit C: Architect's Detailed Scope of Work and Deliverables clarifies and supplements Article 3 of the AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect (modified) between the Urban Renewal Agency and Ankrom Moisan Architects, Inc. ("Architect") ("hereinafter referred to as "Agreement.")
- 1.2 The Design Schedule required by section 3.1.3 of the Agreement shall include deadlines for necessary design decisions by Owner and Architect that are necessary for the Architect to advance the design into the next phase. Subsequent changes to necessary design decisions by Owner, or delay by the Owner in confirming those necessary design decisions may entitle Architect to Additional Services pursuant to Article 4 of the Agreement, but only if the change or delay actually and materially affects the Architect's services. Necessary design decisions are specifically identified by design phase in this Exhibit C in Section 2 Schematic Design, Section 3 Design Development and Section 4 Construction Documents.
- 1.3 In addition, Architect's compliance with the Design Schedule described in section 3.1.3 of the Agreement depends, in part, on Owner's timely decision making regarding design issues. Architect shall provide at least five (5) business days' notice as to any decisions that need to be made by Owner concerning design issues raised by Architect. Architect shall be entitled to Additional Services pursuant to Article 4 of the Agreement if Owner does not provide a decision with respect to the design issue, and provided the delay actually and materially affects the Architect's services.
- 1.4 Carry over of design work from previous adaptive re-use project: Design changes to decision made during previous scope will be additional services. All applicable design decisions made in the previous project are to be carried over to the new project. Including the following elements:
 - 1.4.1 **Project Program**
 - 1.4.2 **Arrangement of spaces**
 - 1.4.3 **Size and Layout of spaces**
 - 1.4.4 **Build out of interior spaces (including MEP, Casework, plumbing fixtures, light fixtures, etc)**
 - 1.4.5 **Theatrical Systems: Selection, scope, and layout**
 - 1.4.6 **Acoustical Systems: Selection, scope, and layout**
 - 1.4.7 **General building massing, height, scale, articulation**
 - 1.4.8 **Site design elements**
 - 1.4.9 **Material and finish selections**

ARCHITECTURE
INTERIORS
URBAN DESIGN
BRANDING

**Ankrom Moisan Architects
Portland & Seattle**

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Portland, OR 97219
503.245.7100

117 S Main St
Suite 400
Seattle, WA 98104
206.576.1600

ankrommoisan.com

2.0 DESIGN

- 2.1 Design development Architectural and Interior documents as required by Owner consisting of drawings and other documents to fix and describe the size and character of the project.



- 2.2 Phase includes three (3) meetings with Owner's Primary Decision Maker (PDM) and one (1) work session meeting with the URA Board, and one (1) presentation to the URA Board.
- 2.3 Pre-application meeting services to include meeting with the city, preparing packet, contributing to the strategy and presentation at the meeting.
- 2.4 Participation in one (1) public outreach meeting.
- 2.5 Design Development to include all Consultant coordination and review; advance and finalize of shell design. Architect will be in process meetings with jurisdiction as needed and provide QC review of all Design documents.
 - 2.5.1 Refer to Project Clarifications below for assumptions regarding work in this phase.
- 2.6 Site Plan Review (SPR) scope includes
 - 2.6.1 One (1) neighborhood meeting with presentation materials as required to convey final Schematic Design.
 - 2.6.2 Prepare and submit SPR narrative; complete and compile land use application submittal. The application will use the prior SPR application for the Community Center as a basis.
 - 2.6.3 Attend one Planning Commission hearing.
- 2.7 Architect will attend PDM and URA Board meetings and produce notes and track schedules. Coordinate all schedule and design related issues amongst the Owner and consultants. Architect will issue notes prior to the next meeting.
- 2.8 Architect's scope of work includes one value engineering and constructability meeting and one follow-up meeting. The Architect and the Owner will jointly create an agenda for the meeting and the Architect will issue an action list to the Owner within a week of the completion of the meeting.
- 2.9 Issue Design Set of drawings including:
 - 2.9.1 Site Plan: Architectural site plan coordinated with Civil and Landscape showing the projects relationship to the site and other site features.
 - 2.9.2 Building Floor Plans: Building floor plans and preliminary roof plan. Enlarged floor plans of key program elements. Plans to show built-in walls, cabinets, fixtures, and appliances.
 - 2.9.3 Fire Life Safety Plans: Site plan and all building plans. Identify building code and project design compliance with the code such as floor area, occupancies, required ratings, construction type, occupant loads, building exiting including stairs and elevators, accessibility, and fire sprinkler requirements. Note any required building code appeals that have been approved or are pending.
 - 2.9.4 Exterior Elevations: Full height building facades showing all fenestration, exterior materials, balconies, and other special features. Notes and detail tags referenced to typical construction details.
 - 2.9.5 Building Sections: All major building sections showing overall vertical characteristics of the project including special conditions. Notes and detail tags with reference to wall sections or typical construction details.



- 2.9.6 Wall Sections: Typical exterior wall sections to show configuration of the building's exterior envelope and relationship with other features. Notes and detail tags referenced to typical construction details.
 - 2.9.7 Typical Construction Details: Exterior assemblies and typical exterior details such as windows, doors, roof, cladding, etc. Interior assemblies and interior intersections representing the overall construction of the building.
 - 2.9.8 Interior Elevations: Typical interior elevations in a pre-final quality adequate to convey design intent.
 - 2.9.9 Reflected Ceiling Plans: Ceiling plans as required coordinated with MEP systems and structural elements.
 - 2.9.10 Project Outline Specifications which describe in CSI format proposed materials and systems.
 - 2.9.11 Finish Schedules: all proposed finishes referenced to floor plans.
- 2.10 Necessary Design Decisions in Design Development: The Owner must approve in written form, all drawings and designs decisions prior to continuation of working drawings into Construction Documents, including the decisions and information included in the Design Development Set described in section 3.6, above. Decisions pertaining to building systems which the construction documents will be based on must be made during this phase. These include, but are not limited to, building cladding, windows, roofing and other exterior materials.

3.0 CONSTRUCTION DOCUMENTS

- 3.1 Based upon previously approved Design Development documents Architect shall prepare for approval by Owner, architectural construction documents setting forth in detail the requirements for the construction of the project.
- 3.2 Architect will provide a schedule showing the completion dates of design drawings within two weeks of the start of the phase based on the current project schedule. Schedule is dependent on cost estimating and approval by Owner within two weeks of published DD and 50% set and value engineering options decided in a timely manner after pricing information is available.
- 3.3 Architect's scope of work includes one value engineering and constructability meeting and one follow-up meeting. The Architect and the Owner will jointly create an agenda for the meeting and the Architect will issue an action list to the Owner within a week of the completion of the meeting.
- 3.4 Issue Bid drawings and updates to include:
 - 3.4.1 Title Page with general information
 - 3.4.2 Site Plan: Final Architectural site plan coordinated with Civil and Landscape.
 - 3.4.3 Enlarged site plans as required to dimension, note, and detail site elements of the project.
 - 3.4.4 Fire Life Safety Plans: Final fire life safety plans with building code and project design compliance updated based on plan review and permitting. Note any required building code appeals that have been approved.



- 3.4.5 Floor Plans: Final building floor plans and roof plan. Floor plans referenced with structural grid for all levels and dimensioned locating all walls, doors, windows, etc.
- 3.4.6 Exterior Elevations: Elevation drawings with final fenestration, exterior materials, balconies, siding joints, and all materials. Key notes indicating all materials and systems. Color schedule for windows, exterior siding materials, metal flashings/trim, etc. Detail tags referenced to enlarged wall sections or exterior details.
- 3.4.7 Building Sections: All major building sections showing overall vertical characteristics of the project including special conditions. Notes and detail tags with reference to wall sections or typical construction details.
- 3.4.8 Enlarged Exterior Elevations: Enlarged elevations as required to dimension and detail complex areas of the project.
- 3.4.9 Wall Sections: Typical exterior wall sections to show configuration of the building's exterior envelope and relationship with other features. Key notes indicating all materials and systems. Color schedule for windows, exterior siding materials, metal flashings/trim, etc. Detail tags referenced to enlarged wall sections or exterior details.
- 3.4.10 Construction Details: Details as required for the construction of the project including site, exterior and interior details. Details to be coordinated with all other consultant work and with the requirements set forth in the projects specifications.
- 3.4.11 Interior Elevations: Elevations shown with materials, details, and dimensions as required to convey final design criteria.
- 3.4.12 Reflected Ceiling Plans: Final ceiling plans as required showing ceiling system requirements, dimensions, and details as required.
- 3.4.13 Project Specifications which describe in CSI format proposed materials and systems.
- 3.4.14 Finish Schedules: all proposed finishes referenced to floor plans and specifications.
- 3.5 Coordinate with Structural Engineer, Mechanical/Electrical/Plumbing Engineers, Landscape Architect, Envelope Consultant, Theater Designer, Acoustical Engineer and Civil Engineer, construction documents for appropriate Governing Authority review and approval.
- 3.6 Schedule and orchestrate consultant meetings with: Owner and other consultant team members. Document, in list form, all issues discussed in periodic meetings and distribute this list to the Owner and consultants.
- 3.7 Design-Build work, such as sprinkler/fire protection and fire alarm, will be reviewed by Architect as part of the submittal process during construction
- 3.8 Architect will attend and lead weekly consultant meetings and produce notes and track schedules. Coordinate schedule and design related issues amongst the Owner and consultants. Architect will issue notes prior to the next meeting.
- 3.9 Coordinate the exchange of "Progress" sets and base plans between the Consultants and the Owner at regular intervals.
- 3.10 Architect will review budget during this phase with Owner after 50% CD/Permit documents estimate is completed.



- 3.11 Coordinate the Construction Documents and any applicable information required for the submittal of the documents to the appropriate Governing Authority and distribute to the Owner.
- 3.12 Assist with Owner's consultant coordination and filing of documents required for approval by appropriate Governing Authorities having jurisdiction over the Project. Coordination includes the distribution and coordination of comments by appropriate Governing Authorities and Owner for revision of the documents and re-submittal to appropriate Governing Authorities and Owner through final project approval.
- 3.13 Contract documentation includes only the following two (2) CD packages:
 - 3.13.1 Building Permit / Cost Estimating Set (Issued at 50% of the Construction Document phase)
 - 3.13.2 Bid Documents
- 3.14 Contract Documentation includes full specifications issues only twice, one interim at the Building Permit Set completion and the Bid Set.
- 3.15 Revised Permit Documents required by the City of Sherwood are included as a base service as long as the submittal is not the result of a change initiated by the Owner
- 3.16 Necessary Design Decisions in the Construction Documents Phase include, but are not limited to, fixtures or appliances used as the basis for design, hardware and other similar components which do not materially affect detailing of the project, materials/systems (i.e. acoustical tile vs. gypsum board ceiling), value engineering decisions.

4.0 BID PERIOD

- 4.1 Issue one complete set of electronic documents (drawings and specifications) for distribution to Plan Centers or other locations Owner requires.
- 4.2 Review Substitution Requests received during Bid Period and make recommendations to the Owner. Requests must be received a minimum of seven days prior to Bid Date in order to be reviewed in a timely manner
- 4.3 Respond to bidder questions received in written form at least seven days prior to Bid Date
- 4.4 Prepare Addendum of any changes to the documents after initial release of documents for bidding. Addendum to include Owner approved Substitution Requests. Final Addendum must be issued at least five days prior to Bid Date.
- 4.5 Organize and attend the pre-bid conference. Compile and issue minutes of the conference within seven (7) calendar days.
- 4.6 Assist the Owner at the Bid Opening.

5.0 CONSTRUCTION ADMINISTRATION

- 5.1 The Architect shall advise and consult with the Owner during construction through completion of the "Work". The Work shall include but not be limited to the construction process from receipt of the Building Permit through



- issuances of Final Certificates of Occupancy from appropriate governing authorities.
- 5.2 On-site Construction Observation by the Architect shall include visits by the Architect with one (1) staff member to the site at weekly intervals for the duration of the project, and an additional one (1) to two (2) visits in any given week during key periods
 - 5.3 Architect will promptly provide Owner with copies of weekly field reports prepared by Architect. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the work at the bi-weekly meetings. Architect will issue notes prior to the next site visit meeting, and will make every attempt to issue notes within four days of the site visit meeting.
 - 5.4 Contractor is responsible for leading the weekly meetings and all notes and logs required for the Construction weekly meetings.
 - 5.5 The Architect shall at all times have access to the Work wherever it is in preparation or progress.
 - 5.6 The Architect shall notify the Owner in writing through field reports within (5) five business days of observation of Work which does not conform to the Contract Documents. Architect will issue field reports prior to the next weekly site visit.
 - 5.7 The Architect shall review and approve or take other appropriate action upon Contractor's submittals.
 - 5.8 The Architect shall review and respond to requests for information (RFI's) from the General Contractor regarding the Construction Documents. Prepare any necessary drawings and specifications to clarify the Construction Documents as needed.
 - 5.9 As an additional service, the Architect shall prepare Architect's Supplemental Instructions (ASI's), with supporting documentation and data if deemed necessary by the Architect for the Owner's written approval and execution. ASI's are not included to update the Contract Documents after revisions are made through RFI answers or Submittal review and / or approvals.
 - 5.10 Staffing assumptions / fees and reimbursable budgets assume that all contractors' submittals, with the exception of samples, are to be made electronically through a mutually agreed system. Ankrom Moisan maintains a website (projects.amaa.com) with this functionality and will make this web site available to the project for the sharing of information.
 - 5.11 The Architect will review the Contractor's punch list and conduct a separate review to determine the completeness of the project. Items in addition to the Contractor's prepared punch list will be identified by the Architect and issued to the Contractor for completion.
 - 5.12 When requested by the Contractor, the Architect will perform a single back-check to verify all punch list Work is completed.



6.0 INTERIOR DESIGN

- 6.1 Architect Interior Design services are listed within Design Development and Construction Document phases.
- 6.2 Architects interior design services include typical casework design and detailing, interior finish material specifications. Also services include review of subcontractors delegated design items such as casework, light fixtures, door hardware, appliances, plumbing fixtures and power/data layout.

7.0 REIMBURSABLE EXPENSES:

- 7.1 Reimbursable expenses as listed below are in addition to compensation and include expenditures made by the Architect and the Architect's employees and Consultants. Reimbursable expenditures will be paid at the Architect's actual costs x 1.05.
- 7.2 Expenses of travel, mileage, parking required for the Architect to visit site, Owner/Consultant offices, jurisdictional to complete the Scope of Services.
- 7.3 Expenses of productions, postage, overnight delivery charges and handling of drawings, schedules, specifications, and other documents for use by owner.
- 7.4 Expenses of b&w and color photocopies, large format b&w and color prints, and /or other reprographic supplies utilized in conjunction with the preparation of construction documents and/or specifications.
- 7.5 Expense of renderings, models, and mock-ups requested by the Owner.
- 7.6 Expense of electronic file transfer for documents to Owner, Contractor, and all project members to be billed at a rate of 20 cents per megabyte transferred.

8.0 EXCLUSIONS

- 8.1 In addition to the exclusions mentioned in the services of each phase and other portions of this proposal, the following items have been reviewed by Owner and are excluded from Architects Scope of work:
 - 8.1.1 Conformed set of drawings and spec revised during CA will be incorporated into a final set if requested as an additional service and is excluded.
 - 8.1.2 Fees do not include marketing materials or booklets, interior perspectives and renderings, finish presentation boards or detailed models unless specifically included in the phase descriptions. These services can be provided upon request.

9.0 PROJECT CLARIFICATIONS

- 9.1 The following items are clarifications to Architect's Scope of work.
- 9.2 All levels and all floor plans are completed with the approval of plans by 50% DD drawings. Changes made to plans or parking plans after that time would result in Additional Service.



Program previously selected for use in the renovation of the existing Cannery Building are assumed to be included in this project. Research, presentations and selection of revised systems is not included in this scope.

- 9.3 Value Engineering or cost reduction is included as part of general cost review after each pricing check set except for the final Construction set in the event the estimated cost exceeds the project budget by more than five percent (5%). Major VE which consists of revising items or scope formerly requested and/or approved by the owner will be considered additional services.
- 9.4 Owner is required to provide Bidder-Designed system information, other than items specifically identified above, at the appropriate time in the design process. Late Bidder-Designed documents restrict the ability of Architect and Consultants to coordinate contract documents and will result in Additional Services.
- 9.5 The fees are based on a continuous work flow. If the Owner gives a Stop Work notice to the Architect and this continues for more than 30 days, the Architect shall be given the opportunity to adjust fees prior to restarting work.
- 9.6 Changes to previously agreed-to work that requires additional submittals to the City of already approved design work will have a major impact on the schedule and will be treated as an additional service.
- 9.7 Accounting for Design Changes:

Owner and Architect acknowledge that some amount of design clarification and change is normal and anticipated during the course of design and construction of any project. Design clarifications and changes shall be provided by Architect as a Basic Service, or as an Additional Service, as follow:

During Schematic Design:

Basic Service: Design changes that are consistent with normally expected exploration of design options shall be provided as a basic service.

Additional Service: Design changes are Additional Services when they are required in response to a material change in the project scope (typically significant additions to project scope), such as:

1. Full build out of retail spaces

During Design Development:

Basic Service: Design changes that are an ongoing refinement of the accepted schematic design phase approach and design decisions shall be provided as a basic service.

Additional Service: Design changes are Additional Services when they are required as a result of a material change in previously agreed upon scope or program that results in additional work for the Architect, such as:

1. Any such change in scope as described in SD above.
2. Changes to previously agreed program.
3. Revision of exterior finish systems after comparative analysis and design basis selection.
4. Building system change (construction type or HVAC)



During Construction Documents:

Basic Service: Design changes that *do not* require re-working previously completed documentation of the previously approved design, and design changes to accommodate value engineering to achieve the Owner's budget within limits described elsewhere in the proposal letter or contract shall be provided as a basic service.

Additional Service: Design changes are Additional Services when they require re-working previously completed documentation of the previously approved design, as well as design changes to accommodate value engineering to achieve the Owner's budget beyond the limits described elsewhere in the proposal letter or contract.

During Construction:

Basic Service: Appropriate and necessary clarifications of the previously approved design shall be provided as a basic service.

Additional Service: Design changes are Additional Services, when they are changes initiated at the direction of the Owner or Contractor, or when unknown or unexpected design conditions are encountered.

Punch List: Back-checks beyond the initial check of incomplete punch-list work are Additional Services.

EXHIBIT D

Exhibit D- Subconsultants' Scope of Services



December 28, 2012

Ankrom Moisan Architects, Inc.
Mr. Murray Jenkins, AIA
6720 SW Macadam Avenue, Suite 100
Portland, Oregon 97219

**RE: Sherwood Cultural Arts Community Center Proposal
Sherwood, Oregon**

Dear Murray,

We are pleased to provide you with a proposal for the structural engineering services for the above project. This proposal is based on your request for proposal, dated December 19, 2012.

PROJECT DESCRIPTION:

The project will consist of a new two-story tall building (ground level and up to three small mezzanines) which will match the function and program elements of the prior design. The roof structure is anticipated to be open web steel joists and joist girders with CMU shear walls and conventional pad and continuous footings.

SCOPE OF SERVICES:

AAI's scope of services will be:

Schematic Design:

- Attend four team meetings.
- Identify any special loading requirement.
- Develop structural system for both gravity and lateral.
- Prepare schematic structural plans.
- Provide structural narratives.
- Deliver digital 100% schematic design documents.

Design Development:

- Attend four team meetings.
- Coordinate design with architect, MEP and civil.
- Provide mark-ups of Design Development level outline specifications for structural elements.
- Prepare structural calculations and drawings for major components of the building systems.
- Provide design development level plans and details.
- Identify and document design-build components.
- Provide digital design development sets.

Mr. Murray Jenkins, AIA
Sherwood Cultural Arts Community Center Proposal
December 28, 2012
Page 2

Construction Documents:

- Attend two team meetings.
- Prepare calculations and drawings for permit submittal.
- Provide mark-up of structural sections of architect's specifications.
- Coordinate structural general notes with the specifications.
- Develop a list of special inspection requirements and structural observations.
- Coordinate structural drawings with architectural drawings.
- Submit digital 50% and final construction drawings and calculation for permitting.

Bidding and Negotiation:

- Provide structural assistance during bid phase.
- Respond to structural plan review.
- Issue revisions or addenda.
- Issue construction documents.

Construction Administration:

- Attend pre-construction meeting.
- Review structural shop drawings submittal.
- Review design-build submittals.
- Respond to RFIs and field questions.
- Perform five site visits at appropriate intervals.
- Submit site visit reports.
- Review special inspection reports.
- Prepare final compliance letter after receiving final compliance letter from special inspector.

FEES:

Our professional fees for the services outlined above will be:

Schematic Design	\$ 3,520.00
Design Development	\$ 6,120.00
Construction Documents	\$18,200.00
Bidding & Permitting	\$ 2,900.00
Construction Administration	\$ 9,000.00
TOTAL	\$39,740.00

Reimbursable expenses including plotting, printing, photocopies, photographs, and mileage are estimated to be \$1,100.00. Additional site visits will be **\$475.00** each.

Services specifically excluded in our scope of work are as follows:

- Site Shoring.
- Cost Estimating.
- Material Testing.

Mr. Murray Jenkins, AIA
Sherwood Cultural Arts Community Center Proposal
December 28, 2012
Page 3

- Glazing and Skylight Design.
- Pre-cast Design.
- Extensive Value Engineering.
- Construction Engineering (Means and Methods).
- Seismic Bracing for Mechanical and Electrical Equipment.
- Tenant Improvements.

Items listed as excluded, above, may be completed at our standard billing rates.

We look forward to working with you. This proposal is valid for thirty days. We have developed this proposal based on a construction budget of approximately \$3.9 million dollars. Increase in the construction cost will impact our fees. Phasing of the project and multiple submittals to the agencies will impact our fees. If you have any questions regarding this proposal, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hamid R. Afghan".

Hamid R. Afghan, S.E.
Principal

HRA/clm

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PORTLAND
SACRAMENTO
SAN FRANCISCO
SEATTLE
ABU DHABI

January 3, 2013

Murray Jenkins
Ankrom Moisan Associated Architects
6720 SW Macadam Ave.
Ste 100
Portland, OR 97219

Re: Sherwood Cultural Arts Community Center
Revised Professional Services Proposal

Dear Murray:

Thank you for the opportunity to provide you with our proposal for the referenced project. Your project is important to us and we have made an effort to address detailed scopes for all disciplines.

PROJECT DESCRIPTION

Project Location

Sherwood, Oregon

Building/Project Description

The proposed project consists of a new single story, 13,000 SF community center building. The building will house the City of Sherwood community center and consist of community center and support spaces as well as restroom facilities, retail space, kitchen area, office area, co-location area, MEP spaces, storage area, theatrical performance area, make-up room and waiting area.

Sustainable Design Requirements

This project is not targeting to be LEED® certified.

BASE SERVICES SUMMARY



Mechanical Engineering Services

- » Heating, ventilation, and air conditioning.
- » Plumbing.



Electrical Engineering Services

- » Electrical utilities coordination.
- » Building power distribution.
- » Backup power system design.

Mechanical and Electrical Engineering
Building Technologies
Commissioning
Energy Consulting
Fire/Life Safety
Lighting Design
Sustainable Design



INTERFACE
ENGINEERING

Revised Professional Services Proposal: Sherwood Cultural Arts Community Center
January 3, 2013



Lighting Design Services

- » Interior/exterior building lighting design.
- » Site lighting design.



Fire/Life Safety Systems

- » Performance specifications for fire protection sprinkler.
- » Design of fire detection/alarm.



Building Technologies Systems

- » Data/telecommunications full design.
- » CATV full design.
- » Building security system full design.

INFORMATION SOURCE

Based on RFP letter from Murray Jenkins dated December 19, 2012.

ASSUMPTIONS

The project is not anticipated to be pursuing LEED certification.

PROJECT SCHEDULE

Design schedule to be determined, however, the owner intends to start construction in the summer of 2013.

MEETINGS

Meetings with design team and Owner representative during design and documentation for coordination as required.

DESIGN SUBMITTALS

100 Percent Schematic Design (Narrative only- no drawings), 50 percent, 75 percent and 100 Percent Design Development, 50 percent and 100 Percent Construction Documents, Permit, Bid, and Final Construction Documents

CONSTRUCTION COSTS

Construction Cost Opinion: \$3,000,000

ENGINEERING SERVICES DESCRIPTION

Our scope of services is limited to the following. Services not included are additional services.



Mechanical Engineering Services

Heating, Ventilating, and Air Conditioning Systems

1. Air conditioning and heating systems design.
2. Space heating and ventilation design for areas not requiring air conditioning.
3. Building exhaust and ventilation systems design.
4. Performance specifications for temperature control or building energy management system.
5. Heating and cooling load calculations.
6. State Energy Code calculations for building envelope and mechanical systems.

Plumbing Systems

1. Sanitary drainage piping design to 5 feet outside building.
2. Domestic water piping design to 5 feet outside building.
3. Storm water drainage piping design to 5 feet outside building.
4. Natural gas piping design from 5 feet outside building.
5. Design for connection of Owner-provided equipment and appliances based on information provided by others.
6. Storm system design to 5 feet outside building.



Electrical Engineering Services

Electrical Utilities Coordination

1. Power Utility: Site raceway system, vault/pedestal locations and sizes, revenue meter location/requirements, transformer pad location(s), and available fault current.
2. Telephone Utility: Site raceway system, vault/pedestal locations, and demarcation location.
3. CATV Utility: Site raceway system, vault/pedestal locations and sizes, and demarcation location.

Building Power Distribution

1. Building power distribution design.
2. Design for connection of Owner's equipment based on Owner-provided load information.
3. Design life safety power distribution system for life safety loads such as egress lighting utilizing approved backup source.
4. Design for connection to interior and exterior signage based on information provided by others.
5. Design for connection of HVAC systems.
6. Circuiting for exterior landscape lighting as designed and provided by others.



Lighting Design Services

1. Building Interior and exterior lighting design. We anticipate that the reflected ceiling and initial lighting layout to be furnished by the architect.
 - a. Luminaire schedule.
 - b. Luminaire cut sheets of proposed luminaires.
 - c. Layout of luminaires.
 - d. Coordination with architectural reflected ceiling plan.
 - e. Control of lighting system.
2. State Energy Code lighting compliance calculations.
3. Site lighting with point-by-point photometric.
4. Egress lighting design per IBC requirements. Based on egress plan provided by Architect.
5. Coordination of lighting design with theater consultant.



Fire/Life Safety Engineering Services

Fire Protection Sprinkler Services

Design-Build Scope: Performance specification only, no piping drawings. Includes: International Fire Code fire flow calculation, incoming main sizing estimate and riser room sizing estimate, and coordination with civil engineer. Design build services include:

1. Preliminary sizing of fire main service.
2. Preliminary sizing for fire pump if determined to be required.

Fire Detection and Alarm Services

Design-Scope: Provide device layout and specification. Contractor to provide complete shop drawings of fire alarm system that include the following: battery calculations, wiring, schedules, voltage drop calculations, and point-to-point wiring.



Building Technologies Systems Design

1. Data/telecommunications system design.
 - a. Layout of outlets on drawings.
 - b. Rack sizing, specification, and layout.
 - c. Backbone cabling design of building distribution cabling and connecting hardware.
 - d. Horizontal cabling design of building distribution cabling and connecting hardware.
 - e. Spaces: Including sizing and layout of telecom equipment room.
 - f. Pathways: Including raceway system, conduit, sleeves, cable trays, and wireways.
 - g. Grounding system for technology systems.
2. Design of cable television distribution CATV: Layout of devices, block/one-line diagrams, and technical specifications.
 - a. Security systems:



- b. Electronic access control entry system.
- c. Intrusion detection

CONSTRUCTION ADMINISTRATION: BIDDING AND NEGOTIATIONS

- » Answer questions during bidding phase.
- » Issue addenda as may be required under the original design scope.
- » Attend prebid and preconstruction meeting with design team and contractors.
- » Reviews of the mechanical and electrical system submittals are included.
- » Answer RFIs, DCVRs, and construction questions.
- » Construction observation site visits:
 - Up to two site visits during construction for mechanical/plumbing.
 - Up to two site visits during construction for electrical including lighting and fire alarm.
 - One final construction review site visit/punch list for mechanical systems.
 - One final construction review site visit/punch list for electrical systems.
 - One post final verification construction review site visit/punch list for mechanical systems.
 - One post final verification construction review site visit/punch list for electrical systems.
- » Review O&M information as provided by the contractor.

EXCLUSIONS AND CLARIFICATIONS

- » Theatrical design services (By others).
- » Prepare detailed construction cost estimates.
- » Cost reduction requiring redesign after design is substantially complete.
- » Determination/interpretation of egress lighting paths with local officials (by Architect).
- » Structural calculations for the seismic restraint of mechanical and electrical equipment.
- » Full Design of the following systems, unless optional services are provided and accepted:
 - o Offsite street lighting.
 - o Fire protection sprinkler systems. (Performance specifications only.)
 - o LEED related project services.
 - o Design of the Site plumbing utilities.

FEE

Phased Fixed Fee

Project Phase	Mechanical Engineering	Electrical Engineering	Technology Systems (full design)	Fire/Life Safety	Phase Totals
Construction Documents	\$17,400	\$20,000	\$7,100	\$3,500	\$48,000
Construction Administration	\$3,500	\$3,500	\$2,500	\$1,000	\$10,500
Discipline Totals	\$20, 900	\$23,500	\$9,600	\$4,500	\$58,500



Total Fee: \$58,500

STANDARD REIMBURSABLE EXPENSES

Standard reimbursable expenses include, but are not limited to: Travel expenses, check plots, final plots, copies, phone calls, mileage to jobsite, parking, and shipping.

Billed at our cost up to \$1,900

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding.

This proposal is valid for 90 days from the date first written above. Interface Engineering, Inc. reserves the right to modify or update this proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.

Additional services will be billed at our standard hourly rates at the time the work is performed. Our current standard hourly rates are:

Principal:	\$190/Hour
Associate Principal:	\$155/Hour
Associate:	\$140/Hour
Sr. Engineer/Sr. Designer:	\$130/Hour
Project Engineer/Project Designer:	\$120/Hour
Designer Level II:	\$100/Hour
Designer Level I:	\$80/Hour
Drafter Level II:	\$80/Hour
Drafter Level I:	\$65/Hour
Administrative:	\$60/Hour

Job No.: A102
Date: December 24, 2012
To: Murray Jenkins, AIA, NCARC, LEED AP BC+C
Ankrom Moisan Architects
From: Ben Austin, P.E.



**Project/Subject: Sherwood Cultural Arts Community Center
Proposal for Civil Engineering and Land Use Planning Services**

Fax - Number: _____ ; Number of pages _____
(If you did not receive the correct number of pages, please call 503-221-1131)
 E-mail Mail Hand Deliver Interoffice

Murray, thank you for the opportunity to provide this proposal, please let us know if you have any questions or concerns.

PROJECT DESCRIPTION

The project is for design of the Sherwood Cultural Arts Community Center located between Washington Street and Pine Street within the Sherwood Cannery Square PUD. There is an existing structure that will be demolished and the Community Center will be constructed in the same location. HHPR provided civil engineering services for the redevelopment of the existing structure into a community center including design utility services to the building, site grading and drainage.

SCOPE OF SERVICES

Provide civil engineering for the project to obtain land use approval entitlements and final construction document permit approval. The building is anticipated to have a very similar footprint to the prior redevelopment plan. HHPR will utilize the construction plans prepared for the prior work including: general site layout, utility service layout, paseo layout/design and water quality via the existing swale. We anticipate the primary change to be associated with grading of the site and associated minor modifications to site utilities such as catch basin locations. No changes are anticipated to the railroad parking lot construction plans. Since the development of the last set of construction documents the City of Sherwood has transferred the existing 1200-C permit to Capstone for the Residences. The City of Sherwood will need to obtain a new 1200-C permit. The process includes the following tasks:

PROJECT TASKS

1. Attend pre-application conference. HHPR land use planner will schedule and attend pre-application meeting with City staff.
2. Coordinate, attend and provide meeting documentation for a neighborhood meeting as required by City of Sherwood Code.
3. Prepare Schematic Design plans including site demolition plan (excluding building demolition), grading and erosion control plan, paving plan, and utility plan (storm

205 SE Spokane Street
Suite 200
Portland, OR 97202
PHONE 503.221.1131
FAX 503.221.1171
www.hhpr.com

- drainage, sanitary sewer, and water service). It is anticipated that the schematic design plans will be used for the Site Plan Review.
4. Prepare a Site Plan Review application narrative, complete and compile land use application submittal. The application will use the prior Site Plan Review application for the Community Center as a basis. Attend one hearing with the Planning Commission.
 5. Prepare Design Development plans building on the schematic design plans.
 6. Prepare Construction Documents plans building on the design development plans. Assist with obtaining grading and plumbing permits. It is anticipated there will be one check set prior to permit submission. Specifications will be prepared and submitted with the permit drawings. On-site pipe conveyance sizing will be documented in a one page memorandum.
 7. Prepare a 1200-C Erosion Control Plan Set and Application to be submitted to Clean Water Services.
 8. Attend up to 8 project coordination meetings during the SD, DD and CD development. Meetings will be held at AMAA.
 9. Assist in construction administration including a review of civil shop drawings and up to three site visits during construction.

PROJECT ASSUMPTIONS

1. Final building plan for proposed improvements will be provided to HHPR in AutoCAD drawing file format by Architect. The Sherwood Cannery Square PUD will be the site base plan for the proposed improvements.
2. The Architect will be responsible for compiling plan submittals including for the Site Plan Review.
3. Improvements will be substantially similar to those shown in the Sherwood Cultural Arts Community Center plans reflected in the bid set prepared February 15, 2012.
4. Franchise utilities (gas, electrical, phone, and cable) will be coordinated by AMAA, HHPR will include utility service locations on civil plans. Design shall be provided by others.
5. Site retaining wall improvements are assumed not required.
6. No major off-site utility extensions are required to serve the site, including sanitary, water and storm
7. Land use planning services are limited to preparing the appropriate documents for Site Plan Review.
8. All agency fees to be paid by the client
9. Mailing and posting for neighborhood meeting will be completed by the City. All associated fees will be paid by client.
10. Assumes one public hearing, one pre-application meeting and one neighborhood meeting. Additional hearing attendance for continuances or appeals will be additional services.
11. A geotechnical report will be provided by the Architect or Owner.
12. Site lighting, landscape and irrigation plans will be completed by others.
13. As-built drawings are not required for site improvements.
14. Construction Administration will include site visits only, not inspection.
15. Construction staking services are not included.



PROFESSIONAL FEES

Based upon the "Project Description", "Scope of Services", "Project Tasks" and the "Assumptions" listed above, Harper Houf Peterson Righellis Inc. Proposes to be compensated as follows:

Task 1: Pre-Application	\$960
Task 2: Neighborhood Meeting	\$2,000
Task 3: Schematic Design	\$2,500
Task 4: Site Plan Review	\$4,300
Task 5: Design Development	\$3,000
Task 6: Construction Documents	\$3,200
Task 7: 1200-C Permitting	\$4,000
Task 8: Project Coordination Meetings	\$2,400
Task 9: Construction Administration	\$2,500

Total \$24,860





December 19, 2012

Mr. Ben Austin
HHPR
205 SE Spokane Street, Suite 200
Portland, OR 97202

Re: Sherwood Cultural Arts Community Center

Dear Ben:

As you know, Ankrom Moisan Architects, Inc. ("Ankrom Moisan") has been working with the City of Sherwood to provide Design and Contract Administration Services for the Sherwood Community Center. You may have also heard through recent stories in the media that the existing building that we were intending to reuse has suffered substantial damage over the past few months. As of the URA meeting on December 18th, the City of Sherwood has decided to demolish the existing structure and build a new Community Center in its place. The new structure will contain the same function and program elements of the latest design, but all will be adapted into a new building of comparable footprint.

The City of Sherwood has also decided to terminate their current CM/GC contracting process and will be proceeding under a design-bid-build contracting process with the General Contractor. Additionally, Capstone Partners will no longer be acting as the Project's Developer: we will be working directly with the City of Sherwood.

The City of Sherwood has asked us to prepare a Contract for all work moving forward. Accordingly, we are in the process of selecting subconsultants to provide Engineering and specialty Design and Contract Administration Services for the Project. **Your proposal should be a standalone proposal for work moving forward, not an additional service request to the original agreement.**

REQUEST FOR PROPOSAL

As we discussed today, we would like Harper Houf Peterson Righellis, Inc. ("HHPR") to provide a proposal for services for Civil Engineering Consulting Services related to Design and Construction Administration. Your responsive proposal will include an executed copy of this Request for Proposal, including the following attachments:

- Ankrom Moisan's General Terms and Conditions (attached) (also executed by you);
- Your fee schedule and reimbursable expenses to provide the services requested in this Request for Proposal;
- Any additions, deletions, exceptions and revisions to the information provided by Ankrom Moisan in this Request for Proposal.

The proposal should be submitted to me as soon as possible, but no later than noon on January 3rd. Your proposal will be held open for 30 days for Ankrom Moisan's review. We will indicate whether we accept the proposal, in writing, as indicated below. The fully executed proposal accepted by us will serve as a Preliminary Contract for your services, and you are authorized to proceed with your services upon receipt of that fully executed and accepted proposal.

Note: The Owner and Architect will negotiate a final Owner-Architect Agreement prior to the Design Development Phase. After the Owner-Architect Agreement is finalized, you will be asked to execute an Architect-Consultant Agreement using the AIA Document C401-2007 Form, which will replace the Preliminary Contract for your services. If you reasonably object to the terms of the

ARCHITECTURE
INTERIORS
URBAN DESIGN
BRANDING

**Ankrom Moisan Architects
Portland & Seattle**

6720 SW Macadam Ave
Suite 100
Portland, OR 97219
503.245.7100

117 S Main St
Suite 400
Seattle, WA 98104
206.576.1600

ankrommoisan.com



C401-2007 Contract, you may terminate the Preliminary Contract. You will be paid for reasonable services to date, and you will facilitate the transfer of your work product to another subconsultant.

PROJECT INFORMATION

As outlined above, the proposed structure will match the function and program elements of the prior Design. Layout and organization of the spaces may change based on further discussions through the design process.

PRELIMINARY SCHEDULE

A design schedule is yet to be completed for this scope, but the City of Sherwood has communicated that they intend to start Construction in the summer of 2013.

SCOPE OF SERVICES

On this Project, Ankrom Moisan will provide Architectural Services as described in the AIA B101-2007 Contract. This includes work from Schematic Design through Construction Administration and Project Closeout.

Please provide a proposal for Design through Contract Administration Services. Describe in detail the specific services and deliverables you propose to provide, schedule of fees, and an estimate of reimbursable expenses.

ATTACHMENTS INCORPORATED BY REFERENCE

By Ankrom Moisan:

- Ankrom Moisan General Terms and Conditions.

By Subconsultant:

- Detailed Scope of Services, Fee Schedule with Reimbursable Expenses.
- Additions, Deletions, Exceptions and Revisions to the information provided in this Request for Proposal, or to the attached Ankrom Moisan General Terms and Conditions.

CONCLUSION

We look forward to receiving your proposal and working together to design a successful project with the City of Sherwood. Please call with any questions or clarification as I am happy to discuss any aspect of this Request for Proposal.

Sincerely,
ANKROM MOISAN ARCHITECTS, INC.

Murray Jenkins, AIA, NCARB, LEED AP BD+C
Principal

ARCHITECTURE
INTERIORS
URBAN DESIGN
BRANDING



SUBMISSION OF PROPOSAL

By providing the information requested in this proposal, and by executing this document, HHRP offers to provide the services described in this Request for Proposal (including attachments) on the terms and conditions described herein; and HHRP represents that any proposed modification or deviations from the requirements of Ankrom Moisan's Proposal have been clearly identified.

CONSULTANT

PROPOSAL DATE

Benjamin Austin
(Signature)

Dec. 24, 2012
(Month, day and year)

Benjamin Austin, Associate
(Printed name and title)

ACCEPTANCE OF PROPOSAL

By signing this document, Ankrom Moisan accepts HHRP's Proposal; including all attachments listed that henceforth shall form the Preliminary Agreement between Ankrom Moisan and HHRP.

ANKROM MOISAN ARCHITECTS, INC.

ACCEPTANCE DATE

(Signature)

(Month, day and year)

(Printed name and title)

ARCHITECTURE
INTERIORS
URBAN DESIGN
BRANDING

ATTACHMENT 1 TO REQUEST FOR PROPOSAL
GENERAL TERMS AND CONDITIONS: SUBCONSULTANT
AGREEMENTS
("SUBCONSULTANT TERMS AND CONDITIONS")

ARCHITECT: ANKROM MOISAN ("AMAA")
SUBCONSULTANT: HARPER HOUF PETERSON RIGHELLIS INC. ("HHPR")
PROJECT: SHERWOOD CULTURAL ARTS COMM. CENTER
OWNER: CITY OF SHERWOOD

1. **General.** Unless otherwise agreed in writing, this Subconsultant Terms and Conditions shall provide the terms and conditions of the agreement between AMAA and Subconsultant related to Subconsultant's services on the Project. Additional, different, conflicting or supplementary terms and conditions shall not apply to the agreement or otherwise bind AMAA unless and until AMAA specifically agrees to those additional, different, conflicting or supplementary terms and conditions in writing.
2. **Severability.** In case any provisions contained in this Agreement are unlawful, the remainder will be enforceable.
3. **Authorization to Proceed.** Subconsultant shall not commence services until it is authorized to do so in writing by AMAA.
4. **Scope of Services.** The scope of Subconsultant's services shall be agreed to by Subconsultant and AMAA in writing. Subconsultant shall not be compensated or reimbursed for additional services provided without prior written approval by AMAA.
5. **Payment.** Subconsultant shall bill AMAA monthly for services rendered. Payment to Subconsultant is due upon receipt by AMAA of payment for Subconsultant's services from Owner.
6. **Termination.** AMAA or Subconsultant may terminate this Agreement at any time for cause. AMAA may terminate this Agreement for convenience upon giving Subconsultant three (3) calendar days' prior written notice.
7. **Assignment.** Subconsultant may not assign its rights or obligations under this Agreement. AMAA may, if required to do so by Owner, assign its agreement with Subconsultant to Owner.
8. **No Third-Party Beneficiaries.** Unless otherwise provided in writing, this Agreement does not give any rights or benefits to anyone other than AMAA or Subconsultant.
9. **Standard of Care.** Subconsultant shall provide its services and prepare its plans, drawings, recommendations, specifications, or other work-product in a manner consistent with that degree of care and skill ordinarily exercised by members of Subconsultant's profession currently practicing under similar circumstances.
10. **Dispute Resolution.** AMAA and Subconsultant agree that all disputes arising out of or relating to this Agreement shall first be

submitted to mediation. Any disputes that cannot be resolved through mediation shall be decided by binding arbitration that shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except that any and all disputes shall be heard by one arbitrator. Venue for dispute resolution shall be the place of the Project.

11. **Prevailing Party.** Should litigation or arbitration be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, the losing party shall pay to the prevailing party all its legal fees and expenses, as determined by the judge or arbitrator as the case may be, in any arbitration, or at trial, upon appeal or upon any review.

12. **Advertisements, Permits, Access, and Consents.** AMAA or Owner, will obtain, arrange, furnish, and pay for advertisements for bids, permits, licenses, and fees required by governmental authorities, land easements, rights-of-way, and access, and such approvals and consents from others as necessary for Subconsultant's services and construction of the project.

13. **Verification of Existing Conditions.** AMAA or Owner will bear all costs, losses, and expenses, including the cost of Subconsultant's additional services, arising from the discovery of concealed or unknown conditions with respect to the land or any existing structure.

14. **Regulatory Compliance.** To the extent required by the Standard of Care, Subconsultant shall comply with laws, codes, regulations and the direction of authorities with jurisdiction over the project in the performance of its services and preparation of its plans, drawings, recommendations, specifications, or other work product prepared pursuant to this Agreement.

To the extent caused by

15. **Indemnity.** Subconsultant agrees to indemnify AMAA against any and all claims, losses, liability, damages, costs and expenses, including reasonable attorney's fees, ~~that arise or occur in whole or in part as a result of or due to the negligence or fault of~~ Subconsultant, its agents, consultants, employees or representatives in the performance of this Agreement or services hereunder, but only to the extent of such negligence ~~or fault~~.

16. **Insurance.** Throughout the period of this Project and for a period of three (3) years thereafter, the Subconsultant shall maintain a standard form of errors and omissions insurance with per-claim limits of at least \$1,000,000. The Subconsultant shall also maintain insurance coverage for comprehensive general liability, automobile liability, and workers' compensation in reasonable and lawful forms and amounts. The Subconsultant shall require that any and all consultants engaged or employed by the Subconsultant carry and maintain similar insurance with reasonably prudent limits and coverages in light of the services to be rendered by such consultants. Subconsultant shall provide written notice to AMAA at least thirty (30) days prior to cancellation, non-renewal, or material modification of the policies.

Accepted by AMAA

Name / Title

Date

Accepted by Subconsultant
<i>Benjamin R. Heston</i>
Name / Title
<i>12/24/2012</i>
Date



LISTEN ACOUSTICS™
acoustical and audio/visual systems engineering

January 2, 2013

Murray Jenkins
AMAA
6720 SW Macadam Avenue
Suite 100
Portland, Oregon 97219

**Proposal for Acoustical and Audio/Visual Consulting Services
Sherwood Community Center / Performance Multi-use Space**

Dear Murray:

Thank you for requesting a proposal from Listen Acoustics for the new Sherwood Community Center project. We are pleased to propose services for the project and feel we can provide particularly qualified service to AMAA and the City. Below is an outline of proposed services and fees for the scope we discussed in our phone call and shown in the RFP.

I. DESIGN PHASE

A. Scope of Acoustical Design Services

1. **ROOM ACOUSTICS:** Shaping, room finishes, and coordination with the owner and architect will be defined for the multipurpose room and ancillary spaces. All necessary sketches, details, product descriptions, and guideline specifications will be provided.
2. **SOUND-ISOLATING CONSTRUCTION:** We will provide detailed recommendations for building sound isolation: walls, windows, doors, and roof. All necessary sketches, details, product descriptions, and guideline specifications will be provided.
3. **NOISE AND VIBRATION CONTROL:** We provide detailed input for all major HVAC, plumbing, and electrical equipment items to limit noise and vibration to key building spaces. We will write a performance specification and recommend design performance modifications for major air handling systems to mitigate fan or airflow noise in critical acoustical spaces. All necessary sketches, details, product descriptions, and guideline specifications will be provided.
4. **FINAL REVIEW:** At the 100% CD drawings phase, we will conduct a final review of drawings and specifications to ensure acoustical issues have been coordinated.

404 NW 10th Ave
Suite 200
Portland, OR 97209
P: 503-241-5255
F: 503-213-6232

1100 Dexter Ave N
Suite 100
Seattle, WA 98109
P: 206-223-1390
F: 206-260-7171

www.listenacoustics.com

B. Scope of Audio Visual Design Services

1. **SOUND SYSTEM:** The speaker systems will be modeled in order to perform detailed calculations of system performance. Sound coverage maps and relevant intelligibility and power measurements will be analyzed to develop final designs.
2. **VIDEO SYSTEMS:** Final locations for future and current video equipment will be detailed and coordinated.
3. **SYSTEM DETAILS:** Detailed design services will include conduit plans, electronic single line and schematic drawings, equipment heating loads, equipment elevations, input panel layouts and drawings, room layouts and cabinetry suggestions. Typically, the electrical engineer incorporates our drawings into the electrical drawing set.
4. **BUDGET:** A detailed budget will be developed and coordinated with the design team and the owner. Value engineering and future expansion capabilities will be documented.

C. Meetings

During the design phases, we will attend up to four meetings with the design team and/or owner.

II. CONSTRUCTION ADMINISTRATION (CA) PHASE

A. Scope of Acoustical and Audio/Visual CA Services

1. Contractor Selection
We will assist the owner in locating suitable installation contractors and advise on optimal cost/benefit between the candidates. If requested, we will also assist with negotiation between the owner and the contractor, to ensure lowest cost.
2. Submittal Reviews
We will review all submittals for materials or equipment related to acoustical or audio/visual design and respond in writing to you or the contractor, as requested.
3. Site Visits
We will visit the site a total of four times during construction and once for a final checkout of the building. The purpose of the visits is to verify proper installation of specific acoustical materials and details. Deviations from recommendations will be documented and submitted to the architect.
4. Test/Measurement of Systems
Final sound system and architectural acoustics tests and certification will be completed prior to building opening. Tuning of systems for optimal performance will be carried out with theater technical staff

Fee Summary

Listen Acoustics, Inc. works on a fixed fee basis, with billings based on percent of engineering services complete. Summary fees for the phases listed above are as follows:

<u>Design Phase Service</u>	<u>Fee</u>
Architectural Acoustics	\$7,350
HVAC Noise Control	\$3,920
AV Design	\$7,105
	\$18,375

Due to the variability of required time during Construction Administration, these hours will be billed separately, based on time accrued. The recommended budget for construction administration is **\$3,000**.

Please call me directly if you have any questions (503-241-5255). Thank you again, and I look forward to working with you.

Sincerely,



Tobin Cooley, P.E.
Principal

Please authorize us to proceed with work by signing below and faxing a copy to our office at 503-213-6232:

Authorized Signature _____ date _____

Architectural Cost Consultants, LLC

Stanley J. Pszczolkowski, AIA
 8060 SW Pfaffle Street, Suite 110
 Tigard, Oregon 97223
 Voice: (503) 718-0075
 Fax: (503) 718-0077
 www.archcost.com

December 27, 2012- **REVISED 12/28/12**

Mr. Murray Jenkins
 Ankrom Moisan Architects, Inc.
 Architecture Interiors Urban Design Branding
 6720 SW Macadam Ave. / Suite 100
 Portland, OR 97219

Subject: **Sherwood Cultural Arts Community Center**
 Construction Cost Estimating Services

Dear Murraray:

Thank you for the opportunity to be part of your team for the above project. Our lump sum fee, based on an approximate 14,000 sf new facility, is:

Task	Labor	Hours	Hourly Rate	Sub-total	Totals	
Cost Model Budget Estimate - Update	Principal	2 hrs.	\$145.00	\$290.00	\$759.00	
	Sr. Estimator	0 hrs.	\$115.00	\$0.00		
	Estimator	3 hrs.	\$81.00	\$243.00		
	Mechanical	0 hrs.	\$115.00	\$0.00		
	Electrical	0 hrs.	\$115.00	\$0.00		
Reconciliation	Principal	1 hrs.	\$145.00	\$145.00		
	Estimator	1 hrs.	\$81.00	\$81.00		
Schematic Design Estimate	Principal	8 hrs.	\$145.00	\$1,160.00	\$5,682.50	
	Sr. Estimator	0 hrs.	\$115.00	\$0.00		
	Estimator	38 hrs.	\$81.00	\$3,078.00		
	Mechanical	4 hrs.	\$115.00	\$460.00		
	Electrical	4 hrs.	\$115.00	\$460.00		
Reconciliations	Principal	2.5 hrs.	\$145.00	\$362.50		
	Estimator	2 hrs.	\$81.00	\$162.00		
Design Development Estimate	Principal	10 hrs.	\$145.00	\$1,450.00	\$8,411.00	
	Sr. Estimator	0 hrs.	\$115.00	\$0.00		
	Estimator	48 hrs.	\$81.00	\$3,888.00		
	(incl. VE) Mechanical	6 hrs.	\$115.00	\$690.00		
	(Incl VE) Electrical	5 hrs.	\$115.00	\$575.00		
	Reconciliation + Systems Comparison Support	Principal	8 hrs.	\$145.00		\$1,160.00
	(incl. VE) Estimator	8 hrs.	\$81.00	\$648.00		

Mr. Murray Jenkins
 Sherwood Cultural Arts Community Ctr
 December 27, 2012 - **Revised 12/28/12**
 Page 2

Construction Documents Estimate	Principal	7	hrs.	\$145.00	\$1,015.00	\$4,644.50
	Sr. Estimator	0	hrs.	\$115.00	\$0.00	
	Estimator	30	hrs.	\$81.00	\$2,430.00	
	Mechanical	3.5	hrs.	\$115.00	\$402.50	
	Electrical	3	hrs.	\$115.00	\$345.00	
Meetings / Reconciliations	Principal	2	hrs.	\$145.00	\$290.00	
	Estimator	2	hrs.	\$81.00	\$162.00	
Total Lump Sum Fee						\$19,497.00

We will provide detailed quantity take-offs and cost estimating for civil (civil to provide earthwork quantities), structural, architectural, mechanical and electrical portions of the work. We will incorporate estimates for the equipment items, such as theatrical equipment and sound systems, into the overall estimate format as they become available from the design consultants..

We will provide **one** estimate, based on **one** design scheme, for each phase of the work as outlined above. **Additional estimates at each phase for alternate solutions, major scope changes due to budget overruns, program changes or separating the estimate into smaller component parts will be billed as additional services.**

The architect will provide ACC with one complete full size set of hard copy drawings and pdf's of drawings and specifications.

All "reimbursable" expenses, associated with work within the Portland Metro area, including travel, parking, telephone and postage are included in the above fees. Any travel outside the Portland Metro area will be billed at cost, subject to prior approval.

Additional services beyond the scope of the work defined above, including value engineering workshops, cost reduction workshops, regular project consultants meetings and work during the Construction Phases of the project, will be billed at an hourly rate (as noted in the above fee matrix).

Sincerely,

Stanley J Pszczolkowski, AIA
 email: stanp@archcost.com



308 SW FIRST AVE #300
PORTLAND OR 97204

TEL 503 243 6222
FAX 503 243 5052

rdhbe.com

TO **Mr. Murray Jenkins**
Ankrom Moisan Associated Architects (AMAA)
6720 SW Macadam Avenue, Ste 100
Portland OR 97219

EMAIL MurrayJ@AMAA.com

**B7178.00 – Sherwood Cultural Arts
Community Center - New Construction**

January 3, 2013

REGARDING **Proposal for Building Enclosure Consulting Services**

Dear Mr. Jenkins,

As requested by Ankrom Moisan Associated Architects (AMAA), RDH Building Sciences Inc. (RDH) is pleased to provide you with this proposal for Building Enclosure Consulting Services for the building known as Sherwood Cultural Arts Community Center, located in Sherwood, OR.

BACKGROUND

We received your RFP letter dated December 28, 2012 and reviewed some of the original drawings for the previously proposed rehabilitation project to gain an overview of the new project. We feel that we have a general understanding of the project and the required scope of services that you would look to RDH to provide. However, some items require clarification below. We consider this letter to be a starting point for further discussion and encourage a dialogue between our firms to arrive at a mutually agreeable scope of services.

The project generally consists of a new community center building, similar in size and amenities to the existing 13,000 sq.ft. building, but the original building will be completely demolished and replaced with a new building.

PROPOSED SCOPE OF WORK

Our proposed scope of services is divided into the following project phases:

- **Pre-Construction Phase**
 - › Design Development (DD)
 - › Construction Documents (CD)
 - › 100% Construction Document QA Review (Optional)
 - › Substitution Request and Bid Reviews (Optional)
- **Construction Phase**
 - › Construction Administration Support (CAS)
 - › Construction Field Review (CFR)
- **Post Construction Phase**
 - › Deficiency Follow-up (Optional)
 - › Maintenance and Renewals Manual (Optional)

We assume that our scope of services pertains to all assemblies that separate the interior from exterior environments, including below and above grade walls, glazing areas, plazas, and roofs.

PRE-CONSTRUCTION PHASE

As a consultant to AMAA, RDH will review the building enclosure assemblies from conceptual design through detail development focusing on control of water penetration, air leakage, and water vapor diffusion as well as thermal performance. During the pre-construction phase, through participation in design meetings and drawing reviews, we will advise the design team on the risks and benefits of various building enclosure systems and assemblies. Our recommendations, and in some cases alternates for consideration, may be presented in memos where we discuss the proposed assemblies and material selection and address issues related to performance, constructability, durability, and maintainability, as required. Sketches will be included with memos where necessary to help illustrate proposed assemblies and concepts. Our design review recommendations will be based on our understanding of the project and our opinions of appropriate building enclosure design practices. However, due to construction budget considerations and differing risk tolerance objectives from project to project, AMAA and the City will need to review and evaluate our recommendations in order to decide how, and whether, they will be incorporated into the design of the project.

During the pre-construction phase, we recommend planning for post drawing review meetings where we discuss our comments with you and the City. We view these meetings as an important step for both the Owner and Architect to understand the rationale behind our recommendations and to confirm which recommendations will be implemented and which will not. Time for our building enclosure drawing reviews and associated meetings should be incorporated into the project schedule. We also recommend that AMAA produce a “Review Set”, prior to the actual milestone date to allow us time to conduct our review and time for AMAA to include any comments/recommendations in the milestone sets.

Our scope during each stage of the Pre-Construction Phase is discussed in detail below.

Design Development (DD)

Our design development scope includes:

- Attending up to three (3) project team design meetings at your office.
- Review and comment on one (1) design development drawing and specification set. Our comments will be in the form of hand-written notes and sketches on the drawings.
- Attend a follow-up meeting (included in the 4 above) to discuss our drawing and specification review comments.

Construction Documents (CD)

Our construction documents scope includes:

- Review and comment on one (1) iterations (typically at 90%) of construction documents (drawings and specifications) prepared by AMAA. Our comments will be in the form of hand-written notes and sketches on the drawings.

- Providing recommendations regarding mock-up, testing and inspections to be included in the specifications. Identify key details/systems of the building enclosure where mock-ups and testing will be beneficial.
- Attending follow-up meetings (2 meetings) to discuss our drawing review comments.

CONSTRUCTION PHASE

As the desired level of field review is still somewhat unknown, nor are we aware of the complexity of the detailing and construction schedule, we request that we meet closer to the start of construction to discuss your expectations and allow us the opportunity to revise our Construction Phase budget accordingly. For discussion and preliminary budgeting purposes, we have included the following and provided some budget estimates.

Construction Administration Support (CAS)

Pre-construction Meetings: Attend pre-construction meetings with the design team and the contractor and sub-contractors. We view these pre-construction meetings as an opportunity to review sequencing and pre-submittals. We assume one (1) pre-construction meetings on site.

Submittal and Shop Drawing Review: Review contractor submittals and shop drawings for enclosure assemblies as requested. Note that our time for shop drawing review will vary depending on the final systems selected for the project. Our time for this task can also vary largely as a function of the number of re-reviews and the quality/completeness of the submittals on the contractor's part. We also find that our effort varies depending on the Architect's expectations. We recommend further discussion regarding our respective roles and responsibilities closer to the start of construction.

RFI/ASI/COP/COR Review: Provide support reviewing and responding to requests for information (RFI), architects supplemental instructions (ASI), Change Order Proposals and Change Order Requests. Note that it is very difficult to predict how much effort will be requested of RDH at this time.

Construction Field Review (CFR)

During construction, undertake periodic field review of the enclosure construction. We generally recommend site visits weekly or bi-weekly. For this proposal, we have assumed enclosure construction duration of 3 months, with an average of 2 visits per month for approximately six (6) site visits. The actual number of required visits may vary depending on the performance of the sub-trade contractors. During site visits, our activities typically include:

- Confirming that the building enclosure construction is in general conformance with the drawings and specifications based on a sampling of the work at selected locations.
- Identifying non-standard details not specifically dealt with in the documents or which have been created by site conditions and assist Architect/Owner in determining appropriate solutions.
- Checking that appropriate material specifications are being met and liaise with manufacturers to have them confirm that they are reviewing the use of their products on site as required.

→ Reviewing on site mock-ups.

After conferring with the site Superintendent during each site visit, we will prepare and submit a site visit report (SVR). The information from each site visit report complete with a digital photograph of each item is stored in a database. The database streamlines the deficiency resolution process. Typically monthly, or at another agreed upon interval, reports of all unresolved action items can be sorted and printed from the database by trade or by floor. This provides for quick follow-up with the individual trades as well as documentation of the issues as they arise and are completed. Note that resolution of all deficiencies is the responsibility of the Contractor. Also note that the duration of our review is completely dependent on the quality of the installation and attentiveness of the contractor. Substantially deficient work will increase our field review effort and result in increased time required and fees per site visit.

Water Testing (Optional Additional Service)

Performing water penetration performance testing of glazing systems and assemblies. While the number of tests is yet to be determined, we assume three (3) days of testing for the purpose of this proposal. Each water test will be followed up with a water penetration testing report. Note that our budget includes performing only the initial testing. Any failures and non-conforming work will require re-testing to confirm compliance with project documents and our fees for re-testing will be in addition to those budgeted for in this fee proposal.

POST CONSTRUCTION PHASE

We have included two optional additional services in the post construction phase.

Deficiency Follow-up (Optional Additional Service)

The Owner may desire to involve RDH in any deficiency follow-up or resolution of items at the end of the project.

Maintenance Manual (Optional Additional Service)

The development of the maintenance and renewal plan will include activities for the next thirty years. This document will lay the initial ground work for maintenance of the building enclosure components as well as replacement of items with service lives that are less than 30 years. The Maintenance Manual will be specific to the Building Enclosure only. It will include typical enclosure components including cladding and fenestration assemblies, deck membranes, roofing, at-grade and below grade waterproofing, etc. Although not included in this proposal, a full systems manual (including MEP and other systems) can be provided. We can provide a fee proposal for a full systems manual at your request.

A typical Maintenance Manual (regardless of the systems included) contains the following general information:

→ Overview documents and reports providing direction and guidance for maintenance and renewal planning;

- Asset Data Sheets that include a description of the building assemblies and summarizes components or materials, projected service lives and typical maintenance and renewal tasks;
- Service life and renewal life cycle graphs for each asset;
- Yearly maintenance and renewal plan check lists for the first five years of service life;
- Warranty schedule;
- 30 year maintenance and renewal plan that contains maintenance and renewal recommendations over a 30 year planning window;
- In order to develop the Maintenance Plan we will require the following material and information:
 - As-Built Drawings and Specifications;
 - Copies of the O&M manuals that include product or component information specific to the assemblies provided to the project;
 - List of sub-contractors and consultants;
 - Copies of contractor and manufacturer extended warranties associated with systems or products (for example, roofing membrane warranty).

FEES AND TERMS OF AGREEMENT

Fees

	Base Bid	Optional
Pre-Construction Phase		
Design Development (DD) (Fixed Fee)	\$ 6,500	
Construction Documents (CD) (Fixed Fee)	<u>\$ 7,500</u>	
Pre-Construction Base Bid Sub-Total	\$ 14,000	
Construction Phase		
CAS (\$1,500 / mnth @ 3 mnths) (T&E Budget)	\$ 4,500	
CFR (4 visits, \$3,500 / mnth @ 3 mnths) (T&E Budget)	<u>\$ 10,500</u>	
Optional Water Testing - 3 test days assumed		\$ 6,000.00
Construction Phase Base Bid Sub-Total	\$ 15,000	
Post-Construction Phase		
Building Enclosure Maintenance Manual (Fixed Fee)		\$ 12,000
Deficiency Follow-up (T&E Estimate)	<u>\$ -</u>	\$ 3,000
Post-Construction Phase Base Bid Sub-Total	\$ -	
Estimated Project Fee Total (Base Bid)	\$ 29,000	
Estimated Expenses		
Travel to site, test equipment, misc. reproduction (estimate):		\$ 2,000

We will bill expenses and travel costs at actual cost plus 5% and an estimate of expenses is included above. .

Terms of Agreement

A schedule of our standard rates and Terms of Agreement for this project is attached to this proposal. If you require the use of other terms, or another form of contract relating to our services, then additional fees may apply. Our proposal consists of this letter and the attached Terms of Agreement.

Also, upon your request for RDH to commence the performance of services RDH's standard terms shall apply. We understand you will subsequently request RDH to enter into another form of contract or request us to agree to the use of different terms relating to our services, we will make good faith efforts to negotiate alternative contract terms. However, if we are not able to reach agreement on replacement terms or another form of contract, then RDH's terms will apply to the services already provided.

PROJECT TEAM

The writer will lead this project with the assistance of other staff as appropriate. Biographies for these staff are enclosed for your reference. Please visit our website, www.rdhbe.com, for additional information regarding our firm.

INSURANCE

Our coverage limits are \$2,000,000 per claim and \$4,000,000 aggregate, with no exclusions related to building enclosure performance issues. We can provide you with a certificate confirming our insurance coverage upon request.

CLOSURE

You have the right to terminate our services at any time, subject only to previous commitments we have made to others on your behalf. We reserve the right to suspend work if payments are in arrears. Rates are subject to renegotiation after twelve months. This Proposal is valid for 60 days from the date of this letter. Our proposed Agreement consists of this Proposal and the enclosed Terms of Agreement. If this Agreement is acceptable, please send a letter to the writer indicating acceptance of the proposal, or alternatively sign a copy of this proposal in the space provided on the last page and return by fax or email.

Please do not hesitate to contact the writer should you wish to discuss any aspect of our proposal. We look forward to working with you and Ankrom Moisan Associated Architects (AMAA).

Yours truly,

RDH Building Sciences Inc.



David C. Young P.E.
Building Science Specialist, Principal
dyoung@rdhbe.com

encl.



ACCEPTANCE OF PROPOSAL

RDH Project #: B7178.00

Sherwood Cultural Arts Community Center – New Construction

January 3, 2013

Proposal for Building Enclosure Consulting Services

Accepted by: Ankrom Moisan Associated Architects (AMAA)

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Acceptance may be faxed or emailed to:

David C. Young P.E.
RDH Building Sciences Inc.
308 SW First Avenue, Suite 300
Portland, OR 97204
Fax: 503-243-5052
Email: dyoung@rdhbe.com



Terms of Agreement

1. STANDARD RATES

Description	Project Rates (\$/hr)
Senior Specialist	210
Specialist	190
Senior Project Engineer	
Senior Project Architect	
Senior Project Manager	165
Senior Project Technologist	
Project Designer	
Project Engineer	
Project Architect	
Project Manager 2	145
Senior Technologist 2	
Senior Designer	
Engineer	
Architect	
Project Manager 1	
Senior Technologist 1	130
Designer	
Senior Field Representative	
Engineer (EIT) 2	
Intern Architect 2	
Technologist 3	120
Project Coordinator	
Field Representative 3	
Engineer (EIT) 1	
Intern Architect 1	
Technologist 2	110
Senior Drafter	
Field Representative 2	
Technologist 1	95
Field Representative 1	
Project Administrator	80
Drafter	
Project Assistant	70

2. GENERAL

RDH Building Sciences Inc. (RDH) shall render the services, as specified in the attached scope of services or proposal, to the client for this project in accordance with the following terms of agreement. Together these terms and scope of services form the contract between RDH and the client for this project.

3. COMPENSATION

Charges for the services rendered will be in accordance with RDH's proposal or, if charges are not specified in a proposal for services provided by RDH, then in accordance with the hourly rate schedule in effect at the time the services are rendered plus applicable expenses. This rate schedule will be updated on a yearly basis. A different rate schedule and Terms of Agreement apply for any work undertaken in connection with a litigation support role.

The following expenses shall be increased by 5% to cover office services and handling where such expenses are incurred by RDH: transportation, subsistence, lodging, long distance telephone and facsimile, reproduction, delivery and courier, permits and approval fees, licenses, providing and maintaining site offices including telephones, facsimile machines, internet access, advertising, legal, accounting, insurance, bonding, counseling services, computer charges, special or increased insurance coverage required by the client, and all other costs reasonably incurred by RDH in the performance of the services.

The following equipment will be provided by RDH as required to perform the services and will be charged at rates established periodically and provided to the client upon request: air, water and moisture testing, suspended access, audio visual, and data logging.

Invoices will be due and payable upon receipt without retention or holdback. Interest on past due accounts will be charged at 12% per annum beginning 30 days from the date of receipt of the invoice.

4. CHANGES IN SCOPE OF SERVICES

Upon any change in the scope of services, RDH shall provide written notice of the change in scope of services and the associated cost before proceeding to execute the work. If no written objection is made within five (5) days, the request for change in scope and fees is deemed granted.

5. RESOLUTION OF CLAIMS

A claim is a demand or assertion by one of the parties seeking adjustment or interpretation of the terms of the contract, payment of money or extension of time or other relief with respect to the terms of the contract. The term 'claim' also includes other disputes and matters in question between the parties arising out of or relating to the contract. Claims must be initiated by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

Oregon Claims

Any claims arising out of the contract shall be subject to binding arbitration. The parties shall pursue resolution of all claims through the Arbitration Services of Portland (ASP) by filing in writing with the other party to the Contract and with the ASP. Oregon State law and rules of the ASP shall govern all proceedings.

Washington Claims

Any claims arising out of the contract shall be subject to binding arbitration. The parties shall pursue resolution of all claims through Judicial Arbitration and Mediation Services (JAMS) by filing in writing with the other party to the Contract and with JAMS. Washington State law and rules of JAMS shall govern all proceedings.

The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

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

Notwithstanding the arbitration provisions described above, RDH may in its discretion elect to file a legal action in an appropriate court of law in order to pursue the collection of past due amounts owing to RDH in connection with this contract.

If the contract is placed in the hands of an attorney to enforce any of the terms or conditions of this contract, including collection of amounts owed hereunder, or in the event any suit, action or arbitration proceeding is instituted to enforce any of the terms or conditions of this contract, the prevailing party shall be entitled to recover and be awarded, in addition to any costs and disbursements allowed by statute, all reasonable attorneys' fees, costs, disbursements and expenses related to the collection, suit, action or proceeding.

6. TERMINATION

Either party may terminate this engagement without cause after giving 30 days notice in writing. If either party breaches this agreement, the non-faulting party may terminate this engagement after giving 7 days notice in writing to remedy the breach. On termination by either party the client shall pay to RDH its charges for the services performed to the date of termination including all fees, expenses and other charges.

7. ENVIRONMENTAL

RDH's field investigation, testing and engineering recommendations will not address or evaluate pollution of soil, pollution of ground water, or other potentially hazardous and dangerous substances such as mould or asbestos. Client shall retain all liability and responsibility for hazardous or dangerous substance. Client shall defend, indemnify and hold RDH harmless from all liability or alleged liability for dangerous or hazardous substances. RDH will co-operate with the client's environmental consultant during any related assessment work.

8. PROFESSIONAL RESPONSIBILITY

In performing the services, RDH will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the services contemplated in this engagement at the time and location in which the services were performed.

9. LIMITATION OF LIABILITY

The total amount of all claims the client may have against RDH arising from or relating to the services provided under this agreement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of the professional liability and/or general liability insurance maintained by and payable on behalf of RDH for any claims.

In addition to the limitation of liability described above, RDH will not be responsible for:

- (a) The failure of any contractor or other party to perform the work required by the project in accordance with the applicable contract documents;
- (b) Any decisions made by or on behalf of the client if the decisions were made without the advice of RDH or contrary to or inconsistent with RDH's advice; and
- (c) Any consequential loss, injury or damages suffered by the client, including but not limited to loss of use, earnings and business interruption.

For the purposes of the limitation provisions, the client expressly agrees that it has entered into this agreement with RDH, both on its own behalf and as agent on behalf of its partners, members, employees and principals.

The client expressly agrees that RDH's officers, directors, employees, agents and sub-consultants shall have no personal liability to the client in respect of a claim, whether in contract, tort and/or any other

cause of action in law. Accordingly, the client expressly agrees that it will bring no proceedings and take no action in any court of law against any of RDH's officers, directors, employees, agents and sub-consultants in their personal capacity.

The parties agree that RDH cannot and does not warrant or represent that bids or negotiated prices will not vary from construction cost estimates. The parties further agree that nothing in their agreement shall be deemed to be a cost condition or representation that the project can be completed for the amount of the construction cost estimate, or any other amount. The client expressly waives its right to withhold fees, or to make a claim, commence an action or bring any other proceedings against RDH in connection with advice or information relating to the construction cost estimate whether in contract, tort or otherwise.

10. DOCUMENTS

All of the documents prepared by RDH, or on behalf of RDH, in connection with the project are instruments of service for the execution of the project and are solely for the exclusive use of the client. RDH retains the property and copyright in these documents, whether the project is executed or not. These documents may not be used on any other project without the prior written agreement of RDH.

As part of its services RDH may provide proposed form(s) of contract(s) for client's considered use in engaging other contractors to perform work in connection with the project, including supplementary conditions which RDH has found to be useful based on its experience in the construction industry. However, prior to using any contract form provided by RDH the client should consult with legal counsel to review the terms of the contract to ensure that they adequately address the client's needs for the project. Similarly, while the insurance and bonding provisions contained in RDH's form contracts are representative of the requirements that RDH believes to be adequate, the client should consult with its insurance advisor or legal counsel to evaluate the adequacy of the insurance and bonding requirements for client's project. As such, RDH disclaims, and the client hereby waives, any claim or potential liability that may be asserted against RDH arising from or relating to the use of contract forms provided to client by RDH, including but not limited to claims arising from the insurance and bonding requirements described therein. Furthermore, if RDH provides assistance to the client in procuring and/or maintaining any insurance for or in conjunction with the Project, regardless of whether or not the insurance is required under the client's contract with any contractor, RDH shall not be liable and the client hereby waives any claim or potential liability that may be asserted against RDH arising from or relating to the procurement and maintenance of such insurance.

11. FIELD REVIEW

Field review services will be provided to determine that the construction is being undertaken in general conformance with the design documents where such reviews are expressly included in the applicable scope of services to be provided by RDH. The client expressly acknowledges that such field reviews shall comprise a sampling of the work, and that because RDH has not been engaged to supervise the construction or otherwise ensure 100% conformance with the design documents, in addition to the limitation of liability described above RDH shall not be responsible for any loss or claim arising from any defects or deficiencies in the construction that would not be readily apparent to a reasonable and prudent engineer.

12. DISCLOSURE STATEMENT REGARDING CASCADIA WINDOWS

Some of the individuals who are shareholders of RDH also have a financial interest in a private company engaged in manufacturing and supplying building products. The company, Cascadia Windows Ltd., manufactures fiberglass framed windows and doors, and other construction products. Collectively, the individual RDH shareholders represent a minority ownership in Cascadia Windows Ltd.

DAVID YOUNG, P.E.

Expertise & Role

Mr. Young specializes in building enclosure and structural consulting relating to both new and rehabilitation construction projects. His experience and expertise includes building enclosures for high and low-rise commercial, institutional and residential buildings.

Dave has extensive practical experience with exterior wall, window, above and below grade waterproofing, and roofing systems from conceptual design through the building enclosure commissioning process.

On new buildings, Dave reviews architectural drawings and specification packages for building enclosure performance issues related to heat, air and moisture transfer through the building enclosure. In addition, he provides litigation support services related to building enclosure and structural failures. For existing buildings, this work typically involves investigation, design, and construction review.

Prior to joining RDH in 1999, Dave was employed for 10 years by another consulting firm; the last three as manager of the Restoration, Investigation and Retrofit Division.

Dave is a shareholder and principal of RDH and therefore participates in the overall direction and management of the firm.

Education

B.Eng., Civil Engineering, Carleton University, Ottawa, ON

Masonry Design Course and certification as Structural Engineer for Limit States Design of Masonry by the Masonry Contractor's Association of Ontario

Building Envelope Education Program (BEEP) in association with the Architectural Institute of British Columbia (AIBC) and Association of Professional Engineers and Geoscientists of BC (APEGBC)

Advanced Building Science Theory in association with APEGBC and instructed by Dr. John Straub, University of Waterloo, Ontario

Memberships

Registered Professional Engineer (P.E.), Oregon

Association of Professional Engineers & Geoscientists of B.C.
Professional Engineers Ontario

Building Enclosure Council (BEC), Portland – President and author of BEC Chapter update in quarterly publication of the Journal of Building Enclosure Design (JBED)

2010 Building Enclosure Science & Technology (BEST2) – National Conference – Organizing Committee

Community Associations Institute, Portland Chapter – Education Committee

Registered EIT – Board for Professional Engineers and Land Surveyors, CA

Construction Specifiers Institute (CSI), Portland Chapter
U.S. Green Building Council

Building Science Specialist, Principal



Typical Projects

REHABILITATION

- Design, detail development, and construction review of building enclosure rehabilitation and roof replacement project for Collins Lake Resort in Government Camp, OR. This \$15 million project on Mt. Hood was the largest enclosure rehabilitation project in Oregon for 2009. The project included installation of new roof trusses, roof sheathing and new high performance standing seam metal roofing on 24 townhouse buildings along with full exterior cladding replacement all completed in one summer.
- Collaboration with Ankrom Moisan Associated Architects on design, detailing and construction review for partial enclosure recladding of the Center for Outpatient Medicine at Salem Hospital, Salem, OR.
- Collaboration with Ankrom Moisan Associated Architects on design, detailing, and construction review for full enclosure recladding of Capital Manor in Salem, OR. After the first year of service with the new cladding assemblies, the Owners reported \$100,000 in annual energy savings.
- Condition assessments, design, and detailing of repairs to enclosure elements of numerous buildings including:
 - The Gregory Lofts Condominiums
 - Riverstone Condominiums
 - Tanner Place Condominiums
 - Sellwood Apartments (Housing Authority of Portland)
 - Floor Factors Office Building
- Design, detail development, and construction review of multiple building enclosure rehabilitation and roof replacement projects in Vancouver, BC.
- Design, detail development, and construction review for the restoration of historical stone claddings, and glazing assemblies at the Old Main Library, UBC, Vancouver, BC and the National Archives of Canada, Ottawa, ON.
- Investigation and field review of the restoration of the composite precast and brick-clad sandwich panels for a 30-story high-rise commercial complex at Les Terraces de la Chaudiere, Hull, PQ.
- Investigation, design and detail development for numerous balcony and concrete parking structure restoration projects for commercial and residential buildings in Ottawa, ON.

➤ **DAVID YOUNG, P.E.**

NEW CONSTRUCTION

- First & Main – 15-story office tower in downtown Portland, OR. Unitized curtain wall, extensive and intensive green roofs, above and below grade waterproofing
- NW 12th & Washington – LEED Platinum, 22-story unitized curtain wall, Portland, OR. Unitized curtain wall, extensive and intensive green roofs, above and below grade waterproofing
- The Casey Condominiums – LEED Platinum, 16-story curtain wall and exterior insulated wall assembly with thin pre-stressed concrete cladding panels, Pearl District, Portland, OR
- The Wyatt – 15-story apartment tower with high performance window wall and exterior insulated rainscreen masonry veneer, Pearl District, Portland, OR
- The Jeffrey Apartments – LEED Gold – Section 8 Affordable Housing, 6-story wood frame construction with exterior insulated rainscreen wall assemblies and high performance PVC windows, Portland, OR
- Kruse Oaks III – 5-story steel framed office building, Lake Oswego, OR

FAILURE INVESTIGATION & LITIGATION

- Collins Lake Resort project, including roof snow loading and water ingress issues
- Window leakage issues at the Riverstone Condominiums, Portland, OR
- Wyndham Resort, Seaside, OR. 8-story resort hotel complex on Oregon Coast
- Investigation and resolution of premature roofing failure at the pool building of Vista del Monte retirement facility, Santa Barbara, CA (resolution precluded need for litigation)
- Premature building enclosure failure at the Forest Sciences Centre, University of British Columbia, Vancouver, BC
- Investigation and litigation support for the premature building enclosure failure of high-rise condominium at Space, Vancouver, BC, and low-rise condominium at James Court, Langley, BC
- Investigation and litigation support for timber floor truss failure during construction of a restoration project at the City Administration Building, Brockville, ON
- Investigation and report on the roof structure failure due to snow loading at a textile mill, Smiths Falls, ON
- Investigation and report on the failure of window washing anchor system at the National Gallery of Canada, Ottawa, ON

Presentations

- Numerous educational presentations to the Portland Building Envelope Council membership, Northwest Wall and Ceiling Bureau Monthly Luncheons, and clients.
- AAMA Western Region Conference, August 27, 2008 “Air, Water, and Thermal Barrier Continuity”
- CSI NW Regional Conference, August 27, 2007 “Building Enclosure: Rainscreens”



Collins Lake Resort, Government Camp, OR



Collins Lake Resort, Government Camp, OR, during new roof truss installation



First & Main Office Tower, Portland, OR



December 28, 2010

Mr Dave Young
RDH Building Sciences, Inc.
308 SW First Ave., Suite 300
Portland, OR 97204

Re: Sherwood Cultural Arts Community Center

Dear Dave:

As you know, Ankrom Moisan Architects, Inc. ("Ankrom Moisan") has been working with the City of Sherwood to provide Design and Contract Administration Services for the Sherwood Community Center. You may have also heard through recent stories in the media that the existing building that we were intending to reuse has suffered substantial damage over the past few months. As of the URA meeting on December 18th, the City of Sherwood has decided to demolish the existing structure and build a new Community Center in its place. The new structure will contain the same function and program elements of the latest design, but all will be adapted into a new building of comparable footprint.

The City of Sherwood has also decided to terminate their current CM/GC contracting process and will be proceeding under a design-bid-build contracting process with the General Contractor. Additionally, Capstone Partners will no longer be acting as the Project's Developer: we will be working directly with the City of Sherwood.

The City of Sherwood has asked us to prepare a Contract for all work moving forward. Accordingly, we are in the process of selecting subconsultants to provide Engineering and specialty Design and Contract Administration Services for the Project. **Your proposal should be a standalone proposal for work moving forward, not an additional service request to the original agreement.**

REQUEST FOR PROPOSAL

As we discussed today, we would like RDH Building Sciences, Inc. to provide a proposal for Building Envelope Consulting services related to this project. Your responsive proposal will include an executed copy of this Request for Proposal, including the following attachments:

1. Ankrom Moisan's General Terms and Conditions (attached) (also executed by you);
2. Your fee schedule and reimbursable expenses to provide the services requested in this Request for Proposal;
3. Any additions, deletions, exceptions and revisions to the information provided by Ankrom Moisan in this Request for Proposal.

The proposal should be submitted to me as soon as possible, but no later than January 3rd, 2013, and be held open for 30 days for Ankrom Moisan's review. We will indicate whether we accept the proposal, in writing, as indicated below. The fully executed proposal accepted by us will serve as a Preliminary Contract for your services, and you are authorized to proceed with your services upon receipt of that fully executed and accepted proposal.

Note: The Owner and Architect will negotiate a final Owner-Architect Agreement prior to the Design Development Phase. After the Owner-Architect Agreement is finalized, you will be asked to execute an Architect-Consultant Agreement using the AIA Document C401-2007 Form, which will replace the Preliminary Contract for your services. If you reasonably object to the terms of the

**ARCHITECTURE
INTERIORS
URBAN DESIGN
BRANDING**

**Ankrom Moisan Architects
Portland & Seattle**

6720 SW Macadam Ave
Suite 100
Portland, OR 97219
503.245.7100

117 S Main St
Suite 400
Seattle, WA 98104
206.576.1600

ankrommoisan.com



C401-2007 Contract, you may terminate the Preliminary Contract. You will be paid for reasonable services to date, and you will facilitate the transfer of your work product to another subconsultant.

PROJECT INFORMATION

As outlined above, the proposed structure will match the function and program elements of the prior Design. Layout and organization of the spaces may change based on further discussions through the design process.

PRELIMINARY SCHEDULE

A design schedule is yet to be completed for this scope, but the City of Sherwood has communicated that they intend to start Construction in the summer of 2013.

SCOPE OF SERVICES

On this Project, Ankrom Moisan will provide Architectural Services as described in the AIA B101-2007 Contract. This includes work from Schematic Design through Construction Administration and Project Closeout.

Please provide a proposal for full Building Envelope Consulting Services in the same context, including Schematic Design, Design Development, construction Documents, Bidding and Negotiation, and Contract Administration Services. Describe in detail the specific services and deliverables you propose to provide in each Phase, and provide a schedule of fees by Phase and an estimate of reimbursable expenses.

Provide collaborative envelope system selection criteria and evaluation support, review of architectural details and specifications at each design phase, provide envelope air and water penetration testing specifications and field testing services, provide preconstruction meeting for primary envelope assembly construction.

Provide proposal to Owner for optimal maintenance manual.

ATTACHMENTS INCORPORATED BY REFERENCE

By Ankrom Moisan:

1. Ankrom Moisan General Terms and Conditions.

By Subconsultant:

1. Detailed Scope of Services, Fee Schedule by Phase with Reimbursable Expenses.
2. Additions, Deletions, Exceptions and Revisions to the information provided in this Request for Proposal, or to the attached Ankrom Moisan General Terms and Conditions.

CONCLUSION

We look forward to receiving your proposal and working together to design a successful project with the City of Sherwood. Please call with any questions or clarification as I am happy to discuss any aspect of this Request for Proposal.

Sincerely,
ANKROM MOISAN ARCHITECTS, INC.

ARCHITECTURE
INTERIORS
URBAN DESIGN
BRANDING



A handwritten signature in blue ink, appearing to read 'Murray Jenkins'.

Murray Jenkins, AIA, NCARB, LEED AP BD+C
Principal

SUBMISSION OF PROPOSAL

By providing the information requested in this proposal, and by executing this document, RDH Building Sciences, Inc. offers to provide the services described in this Request for Proposal (including attachments) on the terms and conditions described herein; and RDH Building Sciences, Inc. represents that any proposed modification or deviations from the requirements of Ankrom Moisan's Proposal have been clearly identified.

CONSULTANT

A handwritten signature in black ink, appearing to read 'David C. Young'.

(Signature)

David C. Young, P.E., Principal

(Printed name and title)

PROPOSAL DATE

January 3, 2013

(Month, day and year)

ACCEPTANCE OF PROPOSAL

By signing this document, Ankrom Moisan accepts RDH Building Sciences, Inc. Proposal, including all attachments listed that henceforth shall form the Preliminary Agreement between Ankrom Moisan and RDH Building Sciences, Inc. pending completion of the C401-2007, after the Owner Architect agreement is finalized.

ANKROM MOISAN ARCHITECTS, INC.

(Signature)

(Printed name and title)

ACCEPTANCE DATE

(Month, day and year)

ARCHITECTURE
INTERIORS
URBAN DESIGN
BRANDING

ATTACHMENT 1 TO REQUEST FOR PROPOSAL
GENERAL TERMS AND CONDITIONS: SUBCONSULTANT
AGREEMENTS
("SUBCONSULTANT TERMS AND CONDITIONS")

ARCHITECT: ANKROM MOISAN ("AMAA")
SUBCONSULTANT: RHD Building Sciences, Inc.
PROJECT: Sherwood Community Center
OWNER: City of Sherwood

1. General. Unless otherwise agreed in writing, this Subconsultant Terms and Conditions shall provide the terms and conditions of the agreement between AMAA and Subconsultant related to Subconsultant's services on the Project. Additional, different, conflicting or supplementary terms and conditions shall not apply to the agreement or otherwise bind AMAA unless and until AMAA specifically agrees to those additional, different, conflicting or supplementary terms and conditions in writing.
2. Severability. In case any provisions contained in this Agreement are unlawful, the remainder will be enforceable.
3. Authorization to Proceed. Subconsultant shall not commence services until it is authorized to do so in writing by AMAA.
4. Scope of Services. The scope of Subconsultant's services shall be agreed to by Subconsultant and AMAA in writing. Subconsultant shall not be compensated or reimbursed for additional services provided without prior written approval by AMAA.
5. Payment. Subconsultant shall bill AMAA monthly for services rendered. Payment to Subconsultant is due upon receipt by AMAA of payment for Subconsultant's services from Owner.
6. Termination. AMAA or Subconsultant may terminate this Agreement at any time for cause. AMAA may terminate this Agreement for convenience upon giving Subconsultant three (3) calendar days' prior written notice.
7. Assignment. Subconsultant may not assign its rights or obligations under this Agreement. AMAA may, if required to do so by Owner, assign its agreement with Subconsultant to Owner.
8. No Third-Party Beneficiaries. Unless otherwise provided in writing, this Agreement does not give any rights or benefits to anyone other than AMAA or Subconsultant.
9. Standard of Care. Subconsultant shall provide its services and prepare its plans, drawings, recommendations, specifications, or other work-product in a manner consistent with that degree of care and skill ordinarily exercised by members of Subconsultant's profession currently practicing under similar circumstances.
10. Dispute Resolution. AMAA and Subconsultant agree that all disputes arising out of or relating to this Agreement shall first be


submitted to mediation. Any disputes that cannot be resolved through mediation shall be decided by binding arbitration that shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except that any and all disputes shall be heard by one arbitrator. Venue for dispute resolution shall be the place of the Project.

11. Prevailing Party. Should litigation or arbitration be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, the losing party shall pay to the prevailing party all its legal fees and expenses, as determined by the judge or arbitrator as the case may be, in any arbitration, or at trial, upon appeal or upon any review.
12. Advertisements, Permits, Access, and Consents. AMAA or Owner, will obtain, arrange, furnish, and pay for advertisements for bids, permits, licenses, and fees required by governmental authorities, land easements, rights-of-way, and access, and such approvals and consents from others as necessary for Subconsultant's services and construction of the project.
13. Verification of Existing Conditions. AMAA or Owner will bear all costs, losses, and expenses, including the cost of Subconsultant's additional services, arising from the discovery of concealed or unknown conditions with respect to the land or any existing structure.
14. Regulatory Compliance. To the extent required by the Standard of Care, Subconsultant shall comply with laws, codes, regulations and the direction of authorities with jurisdiction over the project in the performance of its services and preparation of its plans, drawings, recommendations, specifications, or other work product prepared pursuant to this Agreement.
15. Indemnity. Subconsultant agrees to indemnify AMAA against any and all claims, losses, liability, damages, costs and expenses, including reasonable attorney's fees, that arise or occur in whole or in part as a result of or due to the negligence or fault of Subconsultant, its agents, consultants, employees or representatives in the performance of this Agreement or services hereunder, but only to the extent of such negligence or fault.
16. Insurance. Throughout the period of this Project and for a period of three (3) years thereafter, the Subconsultant shall maintain a standard form of errors and omissions insurance with per-claim limits of at least \$1,000,000. The Subconsultant shall also maintain insurance coverage for comprehensive general liability, automobile liability, and workers' compensation in reasonable and lawful forms and amounts. The Subconsultant shall require that any and all consultants engaged or employed by the Subconsultant carry and maintain similar insurance with reasonably prudent limits and coverages in light of the services to be rendered by such consultants. Subconsultant shall provide written notice to AMAA at least thirty (30) days prior to cancellation, non-renewal, or material modification of the policies.

Accepted by AMAA

Name / Title

Date

Accepted by Subconsultant 
David C. Young, P.E., Principal
Name / Title
January 3, 2013
Date

lango.hansen

1100 nw glisan #3b portland OR 97209 T 503 295.2437 F 503 295.2439

LANDSCAPE ARCHITECTS PC

January 2, 2013

Murray Jenkins, Principal
Ankrom Moisan Architects
6720 SW Macadam, Suite 100
Portland, OR 97219

RE: Request for Proposal
Sherwood Cultural Arts Community Center

Dear Murray:

Based on your recent RFP, we have listed services for providing Landscape Architecture design, drawings and construction observation for the new Sherwood Cultural Arts Community Center. As part of this proposal, we are assuming that the design for the Community Center parking lot and esplanade remain essentially the same with minor modifications. We are assuming that there will be changes to our grading drawing, adjustments to paving areas and we have allowed some time for slight adjustments to furnishing areas.

FEES	
Schematic Design	\$1,010
Design Development	\$2,100
Construction Documents	\$5,600
Bidding/Permitting	\$740
Construction Observation	\$3,770
SUBTOTAL	\$13,220

RR PARKING LOT

We are assuming that the RR parking lot will remain the same as previously detailed.

FEES	
Bidding/Permitting	\$280
Construction Observation	\$1,450
SUBTOTAL	\$1,730
TOTAL FEES	\$14,950

Thank you for the opportunity to submit this proposal. Please let me know if you have any questions or comments.

Sincerely,
Lango Hansen Landscape Architects PC



Kurt Lango
Principal



[Proposal]

To: Murray Jenkins, AIA for Ankrom Moisan Associated Architects / Portland, OR
Cc: file
Project: Sherwood Community Center / Sherwood, OR
Subject: Proposal for Consulting and Design Services – Theatrical and Architectural Lighting
Date: December 28, 2012
From: K. Paul Luntsford, LC, MIES

In response to your request, I have prepared this proposal in two parts:

- Basic Scope and Fees related to:
 - Theatrical and Architectural Lighting Systems Consulting Services related to Design and Construction Administration.
- Additional Scope and Fees related to:
 - Collaborative Design of Exterior Façade Architectural lighting.
 - Pipe Grid and/or Stage Rigging System Design: for Stage performance area
 - Drapery Tracks and Drapes Design: for Stage performance area
 - Telescopic and Portable Seating Systems, Consulting Services related to Design and Construction Administration
 - Consultation, Design and Specification for Sprung Stage Floor system.
 - Theater Space Planning Support Consultation, including assembly area, stage, backstage support, control booth and ingress/egress adjacencies.

As you are aware, we provided a combination of both sets of services for the prior effort in Sherwood. However, your RFP for this effort only specifically listed Lighting Systems. In the event the same package of services is intended in the RFP, I have included the information.

PROJECT UNDERSTANDING

As part of a larger urban development, the City of Sherwood intends to build a new facility to serve a Community Arts & Events center, with the overall building also containing some retail tenant space and other miscellaneous space. As a part of the Arts component, a flexible use assembly space is envisioned. The space will support performances of drama, music and dance, along with other non-performing arts activities. The entire program must fit within the approximate boundaries of the demolished Machine Shop shell.

The assembly space portion must be highly flexible to easily serve the diverse user groups who will use the space, without requiring the city to maintain or hire a trained technical staff on demand, except as the City of Sherwood may elect to do for other reasons.

The scope listed herein shall be considered a separate, new project, rather than an extension of the old project. AMAA has shared that to the extent practical, the concepts and basic design approaches developed and documented for the prior project be incorporated into the new project. Having recognized that statement, we will endeavor accordingly, but also realize that there is a high likelihood that the design process often

Proposal
Sherwood Community Center / Sherwood, OR
Proposal for Consulting and Design Services – Theatrical and Architectural Lighting

date: December 28, 2012
from: K. Paul Luntsford, LC, MIES

results in changes in approach, when migrating from a renovated shell to a new building shell.

The design phases shall include SD, DD and CD. Post design phases shall be Bid & Negotiation, Construction Administration and Project Closeout.

It is our understanding that our work will be performed to serve a "Design-Bid-Build" approach by the Owner. No Value Engineering review and collaboration services after submittal of 50% CD review set are included in the Basic Scope.

BASIC SCOPE

A. Theatrical and Architectural Lighting Systems Consulting Services, related to Design and Construction Administration

- o Assembly Area General Lighting and Work Lighting for dual-use (Theatrical Performance events and General Assembly events). Includes fixtures, accessories, mounting and channel assignment.
- o Stage Area General Lighting and Work Lighting for dual-use (Theatrical Performance events and General Assembly events). Includes fixtures, accessories, mounting and channel assignment
- o Assembly and Stage areas, Theatrical Lighting Equipment; consists of Stage Lighting Instruments, accessories, mounting & distribution devices
- o Assembly and Stage areas, dimming and control for general lighting, theatrical lighting and work lighting. Includes dimmers, relays, control processors, pushbutton stations, data jacks and overall system integration for house and stage and adjacent Lobby and vestibule.
- o General and Task lighting in Control Booth.
- o General and Task Lighting in Makeup & Dressing Areas. Includes general overhead lighting and makeup lighting. We will also provide makeup counter outlet and outlet switching criteria to EE for inclusion on their documents.
- o General Lighting in Main Lobby and all egress vestibules serving Assembly space.

B. Preparation of Opinion of Probable Equipment Cost reports as and when requested, for equipment items within our basic scope.

C. Preparation of Heat and Power Load Estimates for Lighting systems in House and Stage Areas, for use by Electrical and Mechanical Engineers.

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Sherwood Community Center / Sherwood, OR
Proposal for Consulting and Design Services – Theatrical and Architectural Lighting

date: December 28, 2012
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- D. Preparation of Lighting Controls Configuration Schedule for lighting control system within our basic scope.
- E. Preparation of standard size working drawings for equipment systems in our Basic Scope. These shall be prefixed as "TL x.x" and shall use our format for sheet numbering and layout.
- F. Preparation of Written Specifications for equipment and systems within our basic scope.
- G. Collaboration with Design Team, with special attention given to Acoustic, A/V, Electrical and Mechanical.
- H. Participation in up to THREE (3) design planning and review meetings with Owner and Owner's authorized representatives during design phases.
- I. Design Team Meetings as requested during design phases
- J. Jobsite visits during construction as needed, or as requested.
- K. Review of substitution requests during Bidding Phase, for equipment within our Basic Scope.
- L. ONE (1) Review and ONE (1) follow-up review of submittals / shop drawings for each type of equipment, during Construction Phase, for equipment within our Basic Scope.
- M. Review and respond to contractor written RFI requests during Construction Phase.
- N. ONE (1) punchlist site visit and follow-up report after receipt of written notice of Substantial Completion.
- O. ONE (1) backpunch site visit and follow-up report after receipt of written notice of punchlist item completion.
- P. Confirmation that system commissioning and user training has been successfully completed after substantial completion, for equipment systems within our Basic Scope.
- Q. Review of Contractor's O & M document package at Project Closeout.
- R. Preparation of CAD file versions of record documents, using Contractor's field markup as-builts. Accuracy confirmation of Contractor's field markups is not included.

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Proposal for Consulting and Design Services – Theatrical and Architectural Lighting

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DELIVERABLES

- High-Resolution PDF or DWF files, ready to plot at standard drawing size of 24x36 or 30x42, at intervals established by AMAA.
- ACAD 2010 files of our work, distributed to AMAA and to other members of the project team, with signature acceptance of our standard Electronic Document Release and Agreement.
- Written specification sections for the work under our scope, in DOCX and PDF format.
- Detailed Opinion of Probable Equipment Cost Report, prepared at major project milestones, in PDF format. Excel versions are not available.
- Informal sketches, memos and email as needed during the project, in electronic form.
- Written reports and meeting notes as needed during the project, in electronic form.

BASIC SCOPE - FEE & EXPENSES

For Basic Scope as outlined above, and as limited by Conditions and Exclusions below, the Lump-Sum Fee (including all anticipated direct reimbursable expenses) shall be \$ 19,500.00

Any work not specifically listed in BASIC SCOPE shall be considered as not included therein.

ADDITIONAL SERVICES SCOPE

A. Collaborative Design of Exterior Façade Architectural lighting.

- Participate with AMAA and EE in design of exterior lighting for the immediate building façade, excluding tenant space frontage. Does not include site lighting.
- Assist in selection of fixtures
- Recommend architectural accommodations in order to facilitate incorporation of, and proper outcome for façade lighting.
- Façade lighting will not show on our TL drawings.

NOT REQUIRED

Additional Fee for Group A (12 hrs @ \$100 / hr)

~~\$ 1,200.00~~

B. Pipe Grid and/or Stage Rigging System: for Stage performance area

- Design of static suspended battens, tracks or pipe grid array for support of stage lighting system, drapes, tracks and other effects for stage use.
- Prepare drawings and schedules on TR series drawings.
- Prepare written specifications.
- Coordinate with AMAA and Structural Engineer.
- Includes standard deliverables, inclusion into meeting topics and inclusion of standard services in Post-design phases.

Additional Fee for Group B (20 hrs @ \$100 / hr)

\$ 2,000.00

Proposal
Sherwood Community Center / Sherwood, OR
Proposal for Consulting and Design Services – Theatrical and Architectural Lighting

date: December 28, 2012
from: K. Paul Luntsford, LC, MIES

C. Drapery Tracks and Drapes Design: for Stage performance area

- Design of all tracks, drapes, accessories and other hardware required for a basic working stage, excluding the ability to fly or lower scenery elements
- Prepare drawings and schedules on TR series drawings.
- Prepare written specifications.
- Coordinate with AMAA and Structural Engineer.
- Includes standard deliverables, inclusion into meeting topics and inclusion of standard services in Post-design phases.

Additional Fee for Group C (32 hrs @ \$100 / hr) **\$ 3,200.00**

D. Telescopic and Portable Seating Systems

- Coordinate seating feature criteria with Owner and Architect, including seating count and desired seating layouts for various events.
- Determine optimal seating layout and aisles, seat size and supplemental features for telescopic seating system.
- Identify and present manufacturers and model series of telescopic seating systems which meet Owner's stated criteria.
- Develop seating system layout using "Basis of Design" manufacturer, model and feature set, and provide rough dimensional criteria to AMAA for architectural and structural requirements. Advise that different manufacturers will have different row to row height outcomes.
- Provide basic overview to AMAA on ICC 300 and OSSC requirements for telescopic seating systems. Final OSSC compliance review shall not be by PLA, but must be by AMAA.
- Select and specify compatible portable seating units for floor level.
- Prepare drawings and schedules on TS series drawings.
- Prepare written specifications.
- Coordinate with AMAA.
- Includes standard deliverables, inclusion into meeting topics and inclusion of standard services in Post-design phases.

Additional Fee for Group D (40 hrs @ \$100 / hr) **\$ 4,000.00**

E. Consultation, Design and Specification for Sprung Stage Floor system.

- Identify optimal area for sprung stage floor. Indicate where different floor details apply.
- Provide tailored CAD details to AMAA, keyed to layout.
- Prepare written specifications.
- Coordinate with AMAA.
- Includes standard deliverables except for PLA construction drawings; shall be included into meeting topics and shall include standard services in Post-design phases.

Additional Fee for Group E (10 hrs @ \$100 / hr) **\$ 1,000.00**

Proposal
Sherwood Community Center / Sherwood, OR
Proposal for Consulting and Design Services – Theatrical and Architectural Lighting

date: December 28, 2012
from: K. Paul Luntsford, LC, MIES

- F. Theater Space Planning Support Consultation, including assembly area, stage, backstage support, control booth and ingress/egress adjacencies.
- Assist AMAA with space planning and layout of stage, house and related backstage areas
 - Advise AMAA regarding performing arts storage and circulation
 - Does not include formal deliverables or standard services for post-design phases.

Additional Fee for Group F (16 hrs @ \$100 / hr) **\$ 1,600.00**

CONDITIONS & EXCLUSIONS

\$31,300 TOTAL

1. PLA Designs, Inc drawings will not be stamped by us. We are not licensed engineers or architects. If your local jurisdiction requires a stamp, then you must provide it. Some of the design content prepared and delivered by PLA Designs will require supplemental engineering, architectural review and design work (by others) in order to be suitable for final construction. This supplemental engineering or architectural detailing or information shall not be shown on the PLA Designs documents, and the costs for such services are not included in our Fee.
2. Stage lighting support system layout and detailing drawings produced by PLA are for internal design team use only. They shall not be considered engineering or construction drawings. They shall be used by the Architect and Structural Engineer to develop actual engineering construction drawings.
3. Our Opinion of Probable Cost will not include electrical installation labor, wiring, conduit or other miscellaneous materials needed to properly mount and connect and wire the lighting systems we specify.
4. The Architect shall provide us with timely AutoCAD drawing updates throughout design. We do not use Revit for our work.
5. Engineering of structural attachment elements for Stage Rigging, Drape and Lighting Supports is not included.
6. Physical Plotting and Printing except as/if included in "Deliverables" segment above, is not included.
7. Design of equipment and systems in areas other than as stipulated herein is not included.
8. Design and Engineering of Exit and Egress Emergency Lighting are not included in scope.
9. Preparation of submittal quality Lighting Energy Budget Compliance form is not included. We will assist EE in preparation of the information and will design the lighting systems to comply.
10. System commissioning of technical systems is not included in our scope. We will review the commissioning performed by the manufacturers and/or authorized vendors, for proper compliance with specs.
11. Supplemental training of the owner's representatives is not included in our scope, but is available as an extra service.

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date: December 28, 2012
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12. All invoices are considered due NET 30 days.
13. Any work which is outside the Scope of Services listed herein shall require written approval as extra services before being performed. Any significant changes or additions to the project, after completion of Design Development and review/approval by the Architect, may be considered as extra services, requiring compensation in addition to the Fee quoted in this Proposal. Our hourly Fee schedule is as follows:

Principal:	\$ 125.00 / hour
Senior Associate:	\$ 100.00 / hour
Associate;	\$ 75.00 / hour
General:	\$ 60.00 / hour

14. PLA Designs, Inc. carries a General Liability insurance policy for \$1 million and a Professional Liability / E&O policy for \$1 Million per event and \$1 Million annual aggregate.
15. This Proposal assumes that our services will commence within the next 30 days and conclude not more than 24 months thereafter. If the project is delayed beyond this anticipated timeline, we reserve the right to revise our Fee to allow for inflation and other cost increases.
16. Architect agrees that electronic transmission of information shall be considered equivalent to physical delivery of correspondence, except for any physical Deliverables listed above.
17. Compensation payment timing and obligation shall be as per standard AIA form of Agreement between Architect and Consultant.
18. Work product generated by PLA for this project is the intellectual property of PLA Designs, Inc. and is furnished to the Architect under a limited license of usage without conveyance of ownership. The Architect and their client on this project may use the work product furnished by PLA on an unlimited basis for this project only. Full copyright is retained by PLA Designs.

Thank you for the opportunity to offer this proposal.

Respectfully Submitted,

PLA Designs, Inc.



K. Paul Luntsford
President
[principal]

A-032



February 13, 2012

Murray Jenkins – Principle
Ankrom Moisan Architects, Inc
6720 SW Macadam Ave
Suite 100
Portland, Or 97219

RE: Lots 1, 2, and Tract E, Sherwood Cannery Square – Sherwood, Oregon
Proposal for Surveying Services

Dear Bob:

Harper Houf Peterson Righellis Inc. (HHPR) is pleased to present this Proposal for surveying services. We have been providing professional services in the Portland Metro area since 1990 that include the following disciplines: land surveying, civil and structural engineering, landscape architecture, and land use planning. Our professional staff has completed many types of projects within the Portland Metro area that have given us valuable experience working with all of the public agencies.

We believe that our past performance is the best indication of our firm's commitment of satisfying our Clients by providing excellent service, solving their problems and meeting their needs. Please do not hesitate to give me a call if you have any questions regarding the scope and/or fee of this proposal. I will be more than happy to clarify any questions that you may have.

If the attached Scope of Services is acceptable, please sign it and return an executed copy to us.

Thank you for your consideration of HHPR.

HARPER HOUF PETERSON RIGHELLIS INC.

John T. Campbell, PLS
Project Surveyor

Attachments:

- Exhibit A (HHPR's Standard Terms and Conditions)
- ALTA Table A
- Limits of Survey

PROJECT LOCATION

Lots 1, 2, and Tract E, Per Plat of Sherwood Cannery Square

City: Sherwood

County: Washington **State:** Oregon

SURVEY SCOPE OF SERVICES

ALTA Survey

Client requires a topographic survey for design purposes and an ALTA survey for extended coverage title insurance, as follows:

HHPR will prepare a survey to the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, (to include the additional Table A items as identified on attachment hereto).

- Table A Items: 2, 4, 5, 8, 11(b), 16, and 18. See attached Exhibit of Table A. Any changes may require a contract addendum.
- The Surveyor's Certificate will be as shown in Paragraph 7 of said 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys.
- *Note: The 2011 "ALTA/ACSM Land Title Survey" standards came into effect on February 23, 2011. Any survey bearing the title "ALTA/ACSM Land Title Survey" must conform to these standards. They are available on-line at www.acsm.net.*
- *A review copy will be submitted to the Client upon completion of the ALTA Survey in order to give them a chance to review it with their Title Company, Attorney, etc. before the final copy is sent out.*
- *Prepare topographic design survey of area shown on attached Limits of Survey.*

ALTA Survey Notes

- ❖ *Client to provide current title report for subject property.*
- ❖ *Survey work to occur after building is demolished and removed from site.*
- ❖ *HHPR assumes all comments regarding the ALTA Survey will be received within 30 days of the "review copy" submittal to the Client. After 30 days, HHPR will assume the Client is satisfied with the ALTA Survey as it is and will produce and distribute the final copy. Additional revisions to the ALTA after the final copy has been distributed may require a Contract Addendum.*
- ❖ *HHPR assumes any provided survey requirements not specifically referenced in said 2011 ALTA Standards have been presented to HHPR and negotiated prior to this contract. If any are presented after this contract is executed, HHPR will decide which to include based on said standards, state laws, and professional standards of practice or reserves the right to re-negotiate the contract before continuing.*
- ❖ *HHPR assumes that the site will be safe and surveyable.*
- ❖ *All non-survey information (those items not defined as a surveyor's responsibility in Oregon Law) will be obtained through phone calls, on-line databases, etc. Surveyor cannot make an opinion or certification as to the accuracy or validity of such third-party information.*

General Notes and Assumptions:

1. Requests for additional information during the course of the project which require additional field work, computations or drafting will be billed at our current hourly rates and will be in addition to the price shown herein for the original scope of work.

HHPR Hourly Rates:

Survey Manager	\$135
Project Surveyor	\$115
Survey Technician	\$85
2 Person Survey Field Crew	\$150
3 Person Survey Field Crew	\$200
Clerical	\$60



PROPOSED PROFESSIONAL FEES FOR SURVEY

Description:

Fee:

Topographic/ALTA Survey

\$6,820

AGREEMENT:

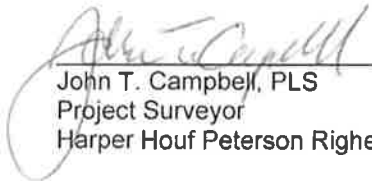
HHPR's Standard Terms and Conditions apply (see attached Exhibit A).

As you review this fee estimate and questions arise, please do not hesitate to call. I will be happy to clarify any questions that you may have. If this proposal meets with your approval, please sign on the space provided and return the signed copy to HHPR.

ACCEPTANCE AND AUTHORIZATION

Signature: _____

Date: _____



John T. Campbell, PLS
Project Surveyor
Harper Houf Peterson Righellis Inc.

Date: 2-14-13



TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: The items of Table A must be negotiated between the surveyor and client. It may be necessary for the surveyor to qualify or expand upon the description of these items (e.g., in reference to Item 6(b), there may be a need for an interpretation of a restriction). The surveyor cannot make a certification on the basis of an interpretation or opinion of another party. Notwithstanding Table A Items 5 and 11(b), if an engineering design survey is desired as part of an ALTA/ACSM Land Title Survey, such services should be negotiated under Table A, item 22.

If checked, the following optional items are to be included in the ALTA/ACSM LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses.
2. Address(es) if disclosed in Record Documents, or observed while conducting the survey.
3. Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. Gross land area (and other areas if specified by the client).
5. Vertical relief with the source of information (e.g. ground survey or aerial map), contour interval, datum, and originating benchmark identified.
6. (a) Current zoning classification, as provided by the insurer.
 (b) Current zoning classification and building setback requirements, height and floor space area restrictions as set forth in that classification, as provided by the insurer. If none, so state.
7. (a) Exterior dimensions of all buildings at ground level.
 (b) Square footage of:
 (1) exterior footprint of all buildings at ground level.
 (2) other areas as specified by the client.
 (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.



-
8. Substantial features observed in the process of conducting the survey (in addition to the improvements and features required under Section 5 above) such as parking lots, billboards, signs, swimming pools, landscaped areas, etc.
9. Striping, number and type (e.g. handicapped, motorcycle, regular, etc.) of parking spaces in parking areas, lots and structures.
10. (a) Determination of the relationship and location of certain division or party walls designated by the client with respect to adjoining properties (client to obtain necessary permissions).
- (b) Determination of whether certain walls designated by the client are plumb (client to obtain necessary permissions).
11. Location of utilities (representative examples of which are listed below) existing on or serving the surveyed property as determined by:
- (a) Observed evidence.
- (b) Observed evidence together with evidence from plans obtained from utility companies or provided by client, and markings by utility companies and other appropriate sources (with reference as to the source of information).
- Railroad tracks, spurs and sidings;
 - Manholes, catch basins, valve vaults and other surface indications of subterranean uses;
 - Wires and cables (including their function, if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole crossmembers or overhangs; and
 - utility company installations on the surveyed property.
- Note - With regard to Table A, item 11(b), source information from plans and markings will be combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.*
12. Governmental Agency survey-related requirements as specified by the client, such as for HUD surveys, and surveys for leases on Bureau of Land Management managed lands.
13. Names of adjoining owners of platted lands according to current public records.
14. Distance to the nearest intersecting street as specified by the client.
15. Rectified orthophotography, photogrammetric mapping, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for the showing the location of certain features (excluding boundaries) where ground measurements are not otherwise



necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor shall (a) discuss the ramifications of such methodologies (e.g. the potential precision and completeness of the data gathered thereby) with the insurer, lender and client prior to the performance of the survey and, (b) place a note on the face of the survey explaining the source, date, precision and other relevant qualifications of any such data.

16. Observed evidence of current earth moving work, building construction or building additions.
17. Proposed changes in street right of way lines, if information is available from the controlling jurisdiction. Observed evidence of recent street or sidewalk construction or repairs.
18. Observed evidence of site use as a solid waste dump, sump or sanitary landfill.
19. Location of wetland areas as delineated by appropriate authorities.
20. (a) Locate improvements within any offsite easements or servitudes benefitting the surveyed property that are disclosed in the Record Documents provided to the surveyor and that are observed in the process of conducting the survey (client to obtain necessary permissions).
- (b) Monuments placed (or a reference monument or witness to the corner) at all major corners of any offsite easements or servitudes benefitting the surveyed property and disclosed in Record Documents provided to the surveyor (client to obtain necessary permissions).
21. Professional Liability Insurance policy obtained by the surveyor in the minimum amount of \$ _____ to be in effect throughout the contract term. Certificate of Insurance to be furnished upon request.
22. _____

*Adopted by the Board of Governors, American Land Title Association, on October 13, 2010.
American Land Title Association, 1828 L St., N.W., Suite 705, Washington, D.C. 20036.*

*Adopted by the Board of Directors, National Society of Professional Surveyors, on November 15, 2010.
National Society of Professional Surveyors, Inc., a member organization of the American Congress on Surveying and Mapping, 6 Montgomery Village Avenue, Suite 403, Gaithersburg, MD 20879*





EXHIBIT E



2013 BILLING RATES

Principal.....	\$120 - \$172
Sr. Associate	\$90 - \$134
Associate	\$60 - \$130
Architects	\$60 - \$130
Intern.....	\$50 - \$100
Interior	\$50 - \$100
Cadd Technician.....	\$50 - \$80
Media Specialist.....	\$50 - \$70
Administration	\$40 - \$68

Expense of Consulting Services x 1.05.

Expense of Reimbursable Items x 1.05, including but not limited to:

Postage/Deliveries	Renderings
Mileage/Parking/Travel	Display Boards / Models
Long Distance Telephone Calls	Fax
Reproduction Expense	CADD Plots/Disks

Billing Rates are subject to adjustment in accordance with annual salary review practices each January.

ARCHITECTURE
INTERIORS
URBAN DESIGN
BRANDING

Ankrom Moisan Architects
Portland & Seattle

6720 SW Macadam Ave
Suite 100
Portland, OR 97219
503.245.7100

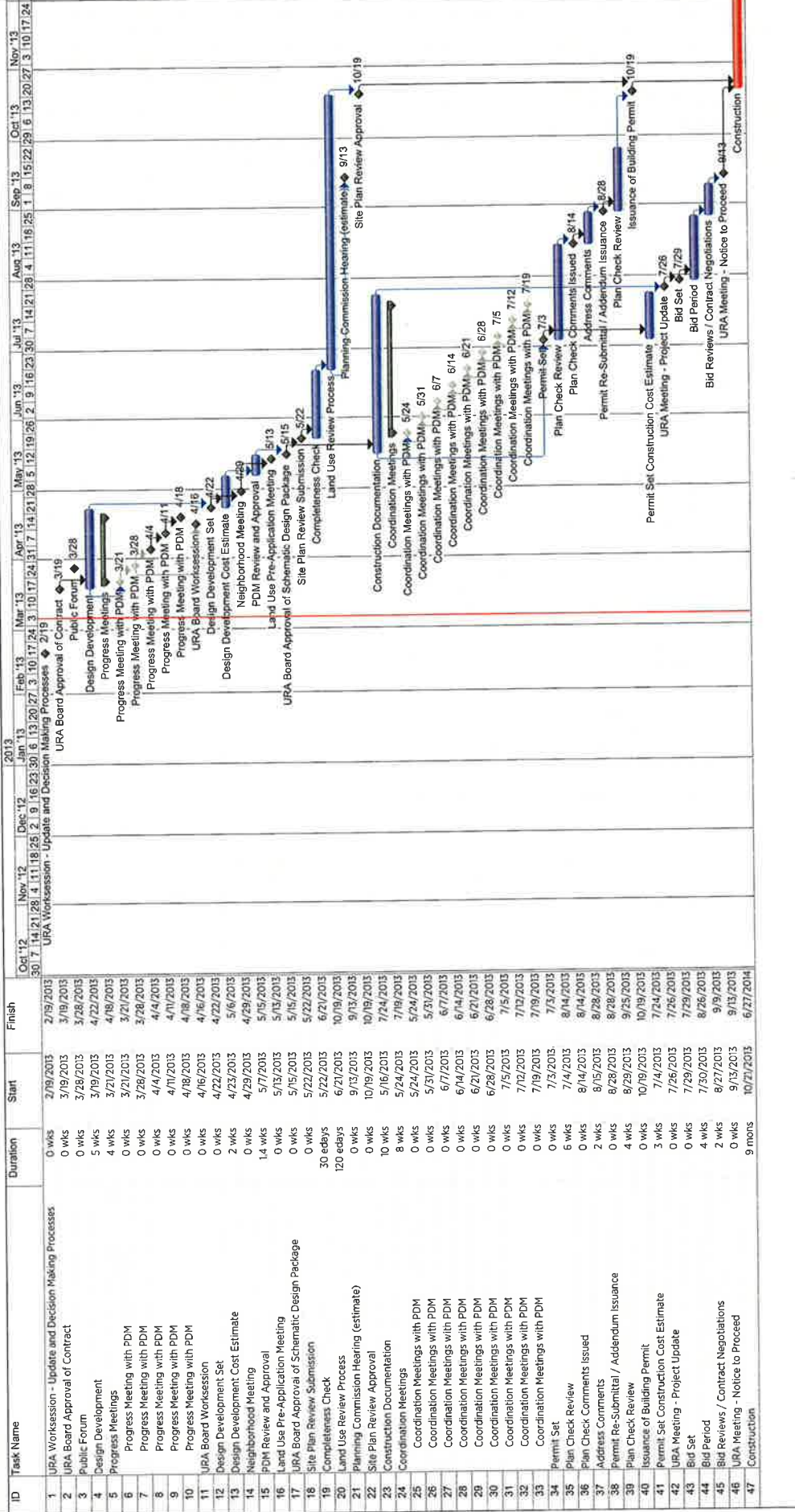
117 S Main St
Suite 400
Seattle, WA 98104
206.576.1600

ankrommoisan.com

EXHIBIT F

Project Design Schedule - Reduced Scope

ID	Task Name	Duration	Start	Finish
1	URA Worksession - Update and Decision Making Processes	0 wks	2/19/2013	2/19/2013
2	URA Board Approval of Contract	0 wks	3/19/2013	3/19/2013
3	Public Forum	0 wks	3/28/2013	3/28/2013
4	Design Development	5 wks	3/19/2013	4/22/2013
5	Progress Meetings	4 wks	3/21/2013	4/18/2013
6	Progress Meeting with PDM	0 wks	3/21/2013	3/28/2013
7	Progress Meeting with PDM	0 wks	3/26/2013	4/4/2013
8	Progress Meeting with PDM	0 wks	4/4/2013	4/11/2013
9	Progress Meeting with PDM	0 wks	4/11/2013	4/18/2013
10	Progress Meeting with PDM	0 wks	4/18/2013	4/25/2013
11	URA Board Worksession	0 wks	4/16/2013	4/16/2013
12	Design Development Set	0 wks	4/22/2013	4/22/2013
13	Design Development Cost Estimate	2 wks	4/23/2013	5/6/2013
14	Neighborhood Meeting	0 wks	4/29/2013	4/29/2013
15	PDM Review and Approval	0 wks	5/7/2013	5/7/2013
16	Land Use Pre-Application Meeting	1.4 wks	5/13/2013	5/13/2013
17	URA Board Approval of Schematic Design Package	0 wks	5/15/2013	5/15/2013
18	Site Plan Review Submission	0 wks	5/22/2013	5/22/2013
19	Completeness Check	30 edays	5/22/2013	6/21/2013
20	Land Use Review Process	120 edays	6/21/2013	10/19/2013
21	Planning Commission Hearing (estimate)	0 wks	9/13/2013	9/13/2013
22	Site Plan Review Approval	0 wks	10/19/2013	10/19/2013
23	Construction Documentation	10 wks	5/16/2013	7/24/2013
24	Coordination Meetings	8 wks	5/24/2013	7/19/2013
25	Coordination Meetings with PDM	0 wks	5/24/2013	5/24/2013
26	Coordination Meetings with PDM	0 wks	5/31/2013	5/31/2013
27	Coordination Meetings with PDM	0 wks	6/7/2013	6/7/2013
28	Coordination Meetings with PDM	0 wks	6/14/2013	6/14/2013
29	Coordination Meetings with PDM	0 wks	6/21/2013	6/21/2013
30	Coordination Meetings with PDM	0 wks	6/28/2013	6/28/2013
31	Coordination Meetings with PDM	0 wks	7/5/2013	7/5/2013
32	Coordination Meetings with PDM	0 wks	7/12/2013	7/12/2013
33	Coordination Meetings with PDM	0 wks	7/19/2013	7/19/2013
34	Permit Set	0 wks	7/3/2013	7/3/2013
35	Plan Check Review	6 wks	7/4/2013	8/14/2013
36	Plan Check Comments Issued	0 wks	8/14/2013	8/14/2013
37	Address Comments	2 wks	8/15/2013	8/28/2013
38	Permit Re-Submittal / Addendum Issuance	0 wks	8/28/2013	8/28/2013
39	Plan Check Review	4 wks	8/29/2013	9/25/2013
40	Issuance of Building Permit	0 wks	10/19/2013	10/19/2013
41	Permit Set Construction Cost Estimate	3 wks	7/14/2013	7/24/2013
42	URA Meeting - Project Update	0 wks	7/26/2013	7/26/2013
43	Bid Set	0 wks	7/29/2013	7/29/2013
44	Bid Period	4 wks	7/30/2013	8/26/2013
45	Bid Reviews / Contract Negotiations	2 wks	8/27/2013	9/13/2013
46	URA Meeting - Notice to Proceed	0 wks	9/13/2013	9/13/2013
47	Construction	9 mois	10/21/2013	6/27/2014



Group By Summary

Deadline

Split

External Tasks

Project Summary

Rolled Up Critical Task

Rolled Up Milestone

Rolled Up Progress

Milestone

Summary

Rolled Up Task

Task

Critical Task

Progress

Project: CURRENT_Sherwood CC-Ne

Date: 3/6/2013

Page 1

EXHIBIT G

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 21st day of February in the year Two Thousand and Thirteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Sherwood Urban Renewal Agency
22560 SW Pine Street
Sherwood, OR 97140

and the Architect:
(Name, legal status, address and other information)

Ankrom Moisan Architects, Inc.
6720 SW Macadam Ave, Suite 100
Portland, OR 97219

for the following Project:
(Name, location and detailed description)

New Sherwood Community Center
22832 SW Washington Street
Sherwood, OR 97140-7091

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1430807913)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A:	Initial Information
EXHIBIT B:	Architect's Compensation and Reimbursable Expenses.
EXHIBIT C:	Detailed Scope of Services and Deliverables.
EXHIBIT D:	Subconsultant Scopes of Services.
EXHIBIT E:	Architect Standard Hourly Rates.
EXHIBIT F:	Project Schedule

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This modified AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect (hereinafter "Agreement") is based on the Initial Information set forth in this Article 1 and in Exhibit A, Initial Information and Sherwood's Urban Renewal Agency's Standard Contract Provisions as revised for this project, which supplements and modifies the terms and conditions of this Agreement. In the event of a conflict between this Agreement and Sherwood's Urban Renewal Agency's Standard Contract Provisions (revised), the Standard Contract Provisions shall control.

Note: Sherwood's Urban Renewal Agency's Standard Contract Provisions refer to "Consultant." Owner and Architect acknowledge that "Consultant" when used in the Standard Contract Provisions shall refer to Architect.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

December 2013

.2 Substantial Completion date:

August 2014

Init.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's representative is identified in Exhibit A and will not change without owners approval.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$500,000

.4 Professional Liability

\$2,000,000 per claim and \$4,000,000 aggregate.

Ankrom Moisan Associated Architects will maintain the professional liability insurance coverage for 3 years following substantial completion.

See also Exhibit B paragraph 11 for additional insurance requirements.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and in Exhibit C: Scope of Services and Deliverables by Phase. Architect's Basic Services shall include structural, mechanical, and electrical engineering services, envelope consulting services, acoustical consulting services, interior design services, and LEED and environmentally responsible design consulting services, if any, as described in Exhibit D: Subconsultants Scopes of Service.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information

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furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Architect to provide the services described herein.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials, including the identification of systems, materials or equipment for which contractors or others will provide design services or certifications ("Delegated Design Components"), shall be noted on the drawings or described in writing.

§ 3.2.5.1 If requested to do so by Owner, the Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. Architect's specific scope of services with regard to this section is described in the attached Exhibit C. The Owner may obtain other environmentally responsible design services under Article 4.

Init.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 If the Architect is selected to provide cost estimates pursuant to 6.1.1, the Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall respond to and incorporate into the Construction Documents the design comments and directions of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall provide administrative assistance to the Owner in the development and preparation of the following documents: (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate of the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare for Owner to distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits,

the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall have the Owner's specific authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the Owner's specific authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and advise on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. Architect shall not be required to approve a submittal schedule which does not provide the Architect reasonable time to review the Contractor's submittals. Architect's review of the submittal schedule is only to confirm that reasonable time is allowed for Architect's review of submittals. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only

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for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide Delegated Design services (professional design services or certifications by a design professional related to systems, materials or equipment), the Architect shall specify the appropriate performance and design criteria that such Delegated Design services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. Architect will review such submittals to reasonably determine that the systems, materials or equipment are designed in general conformance with the performance criteria and the design concept expressed in the Contract Documents. The Architect's review is not performed for the purpose of determining the adequacy of the design or for checking the accuracy of design calculations or design presumptions. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

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affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, and again prior to the expiration of two years from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

TABLE NOT USED

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
---------------------	---	---

(Rows deleted)

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing (other than in the usual course of the design review or permit process);
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner

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subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Sixty (60) visits to the site by the Architect over the duration of the Project during construction. Estimate is based on anticipating 2-3 site visits a week for half of the construction duration and one (1) per week for the remaining construction duration.
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Paragraph not used.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.1.2 Estimates of the Cost of Work will be provided periodically, but no less than once during schematic design, once during design development, at 50% construction documents, and at the completion of construction documents.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate

§ 7.3.1 . Copies of drawings specifications and other Instruments of Service provided to and retained by the Owner under this Article may be used by the Owner without further permission for any proper purpose relating to completion, use and maintenance of the Project for which they are intended, The Architect is not responsible for construction, or for changes, corrections or additions made to the documents by others. Owner shall hold Architect harmless, and indemnify the Architect, from any liability or loss, including defense costs and attorney fees, arising from such unauthorized use or modification.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION/LITIGATION: Per Sherwood's Urban Renewal Agency's Standard Contract Provisions (paragraph 24) as revised for this Project.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION Per Sherwood's Urban Renewal Agency's Standard Contract Provisions (paragraphs 4 and 5) as revised for this Project.

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. 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. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fifteen calendar days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than fifteen calendar 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.

§ 9.5 The Owner may terminate this Agreement upon not less than fifteen calendar days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 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.

§ 9.7 Paragraph not used.

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§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the principal place of business of the Architect.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The Owner and the Architect each agrees to indemnify the other against any and all claims, losses, liability, damages, costs and expenses, including reasonable attorney's fees, that occur in whole or in part and a result of or due to the negligence or fault of the indemnifying party, its agents, consultants, contractors, employees or representatives in the performance of this Agreement or services hereunder, but only to the extent of such negligence or fault.

§10.10 Time limits set out in or under this Agreement are solely for the protection and benefit of the Owner and the Architect, and shall create no third-party beneficiary rights in any other party.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit B: Architect's Compensation and Reimbursable Expenses.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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Unless otherwise agreed, on a time and materials basis at Architect's standard hourly rates per Exhibit E.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Unless otherwise agreed, on a time and materials basis at Architect's standard hourly rates per Exhibit E.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as otherwise stated below:

§ 11.5

(Paragraphs deleted)
Intentionally Omitted.

§ 11.6 Intentionally Omitted.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit E.

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five (5) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 Intentionally omitted

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) 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.

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(Insert rate of monthly or annual interest agreed upon.)

12% per year.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§12.1 This Agreement is assumed the Initial Information stated in Exhibit A.

§12.2 This Agreement is modified by the terms and conditions stated in Sherwood's Urban Renewal Agency's Standard Contract Provisions to the extent there is a conflict between those terms and conditions and this Agreement.

§12.3 In the event of a conflict or inconsistency between this Agreement and Exhibit C: Scope of Services and Deliverables, Exhibit C shall control.

§12.4 **LIMITATION OF LIABILITY** In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect, its shareholders, directors, employees, and subconsultants to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes ("Claims"), so that, except as otherwise stated in this section 12.2, the total aggregate liability of the Architect to the Owner on the Project shall be limited to the proceeds of Architect's insurance available to pay such claims at the time of resolution of the claims by judgment, or settlement, or otherwise. Such claims and causes include, but are not limited to, negligence, professional errors and omissions, strict liability, breach of contract or warranty.

If the coverage limits of the insurance policies Architect is required to purchase under this Agreement ("The Required Insurance") are not fully available to pay the Claims at the time of resolution, then Architect shall pay the lesser of a) \$100,000 or b) the amount needed to reach the limits of The Required Insurance.

Claims arising from this Project shall be brought against Architect only, not against any shareholder, director or employee of Architect.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the 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.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

- .3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A: Initial Information
Exhibit B: Architect's Compensation and Reimbursable Expenses
Exhibit C: Detailed Scope of Services and Deliverables
Exhibit D: Subconsultant Scopes of Services
Exhibit E: Architect and Subconsultants Standard Hourly Rates
Exhibit F: Project schedule

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

OWNER

ARCHITECT

(Signature)

Sherwood Urban Renewal Agency

(Printed name and title)

(Signature)

J. Murray Jenkins, Principal
Ankrom Moisan Architects, Inc.

(Printed name and title)

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Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:23:38 on 02/21/2013.

PAGE 1

AGREEMENT made as of the 21st day of February in the year Two Thousand and Thirteen

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Sherwood Urban Renewal Agency
22560 SW Pine Street
Sherwood, OR 97140

...

Ankrom Moisan Architects, Inc.
6720 SW Macadam Ave, Suite 100
Portland, OR 97219

...

New Sherwood Community Center
22832 SW Washington Street
Sherwood, OR 97140-7091

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EXHIBIT A – INITIAL INFORMATION: Initial Information
EXHIBIT B: Architect's Compensation and Reimbursable Expenses.
EXHIBIT C: Detailed Scope of Services and Deliverables.
EXHIBIT D: Subconsultant Scopes of Services.
EXHIBIT E: Architect Standard Hourly Rates.
EXHIBIT F: Project Schedule

...

§ 1.1 This modified AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect (hereinafter "Agreement") is based on the Initial Information set forth in this Article 1 and in ~~optional Exhibit A, Initial Information:~~

~~(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)~~ Exhibit A, Initial Information and Sherwood's Urban Renewal Agency's Standard Contract Provisions as revised for this project, which supplements and modifies the terms and conditions of this Agreement. In the event of a conflict between this Agreement and Sherwood's Urban Renewal Agency's Standard Contract Provisions (revised), the Standard Contract Provisions shall control.

Note: Sherwood's Urban Renewal Agency's Standard Contract Provisions refer to "Consultant." Owner and Architect acknowledge that "Consultant" when used in the Standard Contract Provisions shall refer to Architect.

...

December 2013

...

August 2014

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§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architects representative is identified in Exhibit A and will not change without owners approval.

...

\$1,000,000

...

\$1,000,000

...

\$500,000

.4 Professional Liability

\$2,000,000 per claim and \$4,000,000 aggregate.

Ankrom Moisan Associated Architects will maintain the professional liability insurance coverage for 3 years following substantial completion.

See also Exhibit B paragraph 11 for additional insurance requirements.

...

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and ~~include usual and customary structural, mechanical, and electrical engineering services.~~ Services not set forth in this Article 3 are Additional Services in Exhibit C: Scope of Services and Deliverables by Phase. Architect's Basic Services shall include structural, mechanical, and electrical engineering services, envelope consulting services, acoustical consulting services, interior design services, and LEED and environmentally responsible design consulting services, if any, as described in Exhibit D: Subconsultants Scopes of Service.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if ~~necessary,~~ necessary as the Project proceeds until the commencement of construction.

...

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the ~~Project~~. Architect to provide the services described herein.

...

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials, including the identification of systems, materials or equipment for which contractors or others will provide design services or certifications ("Delegated Design Components"), shall be noted on the drawings or described in writing.

§ 3.2.5.1 ~~The~~ If requested to do so by Owner, the Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. Architect's specific scope of services with regard to this section is described in the attached Exhibit C. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and ~~aesthetics~~, aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 ~~The~~ If the Architect is selected to provide cost estimates pursuant to 6.1.1, the Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

PAGE 5

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of Work.

§ 3.3.3 The Architect shall submit the Design Development ~~Documents~~ documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

...

§ 3.4.2 The Architect shall respond to and incorporate into the Construction Documents the design requirements comments and directions of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall ~~assist~~ provide administrative assistance to the Owner in the development and preparation of the following documents: (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate ~~for the Cost of the~~ of the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of Work.

PAGE 6

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare ~~and for Owner to~~ distribute addenda identifying approved substitutions to all prospective bidders.

PAGE 7

§ 3.6.2.2 The Architect ~~has the~~ shall have the Owner's specific authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the Owner's specific authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and ~~decide~~ advise on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and ~~decisions~~ recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and ~~decisions~~ recommendations, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

...

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. Architect shall not be required to approve a submittal schedule which does not provide the Architect reasonable time to review the Contractor's submittals. Architect's review of the submittal schedule is only to confirm that reasonable time is allowed for Architect's review of submittals. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide ~~professional~~ Delegated Design services (professional design services or certifications by a design professional related to systems, materials or ~~equipment~~ equipment), the Architect shall specify the appropriate performance and design criteria that such Delegated Design services must satisfy. The Architect shall review ~~Shop Drawings~~ shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. Architect will review such submittals to reasonably determine that the systems, materials or equipment are designed in general conformance with the performance criteria and the design concept expressed in the Contract Documents. The Architect's review is not performed for the purpose of determining the adequacy of the design or for checking the accuracy of design calculations or design presumptions. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, and again prior to the expiration of two years from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

...

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

TABLE NOT USED

...

§ 4.1.1	Programming		
§ 4.1.2	Multiple preliminary designs		
§ 4.1.3	Measured drawings		
§ 4.1.4	Existing facilities surveys		
§ 4.1.5	Site Evaluation and Planning (B203™ 2007)		
§ 4.1.6	Building information modeling		
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™ 2007)		
§ 4.1.10	Value Analysis (B204™ 2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site project representation		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post-occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™ 2007)		
§ 4.1.18	Tenant related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™ 2007)		
§ 4.1.22	Commissioning (B211™ 2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™ 2007)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™ 2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™ 2007)		

...

- .7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing~~; hearing (other than in the usual course of the design review or permit process);

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Sixty (60) visits to the site by the Architect over the duration of the Project during construction. Estimate is based on anticipating 2-3 site visits a week for half of the construction duration and one (1) per week for the remaining construction duration.
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

~~§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Paragraph not used.~~

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 6.1.2 Estimates of the Cost of Work will be provided periodically, but no less than once during schematic design, once during design development, at 50% construction documents, and at the completion of construction documents.

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§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall ~~terminate~~terminate

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. Copies of drawings specifications and other Instruments of Service provided to and retained by the Owner under this Article may be used by the Owner without further permission for any proper purpose relating to completion, use and maintenance of the Project for which they are intended. The Architect is not responsible for construction, or for changes, corrections or additions made to the documents by others. Owner shall hold Architect harmless, and indemnify the Architect, from any liability or loss, including defense costs and attorney fees, arising from such unauthorized use or modification.

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§ 8.2 MEDIATION/LITIGATION: Per Sherwood's Urban Renewal Agency's Standard Contract Provisions (paragraph 24) as revised for this Project.

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of 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 deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)~~

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. 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.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION Per Sherwood's Urban Renewal Agency's Standard Contract Provisions (paragraphs 4 and 5) as revised for this Project.

...

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven-fifteen calendar days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven-fifteen calendar 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven-fifteen calendar days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 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 Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. Paragraph not used.

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§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
principal place of business of the Architect.

...

§ 10.9 The Owner and the Architect each agrees to indemnify the other against any and all claims, losses, liability, damages, costs and expenses, including reasonable attorney's fees, that occur in whole or in part and a result of or due to the negligence or fault of the indemnifying party, its agents, consultants, contractors, employees or representatives in the performance of this Agreement or services hereunder, but only to the extent of such negligence or fault.

§10.10 Time limits set out in or under this Agreement are solely for the protection and benefit of the Owner and the Architect, and shall create no third-party beneficiary rights in any other party.

...

See Exhibit B: Architect's Compensation and Reimbursable Expenses.

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Unless otherwise agreed, on a time and materials basis at Architect's standard hourly rates per Exhibit E.

...

Unless otherwise agreed, on a time and materials basis at Architect's standard hourly rates per Exhibit E.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (—%)~~, five percent (5%), or as otherwise stated below:

§ 11.5 ~~Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:~~

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Bidding or Negotiation Phase	percent (%)
Construction Phase	percent (%)
Total Basic Compensation	one hundred percent (100 %)

Intentionally Omitted.

~~§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~
Intentionally Omitted.

...

See Exhibit E.

Employee or Category	Rate
-----------------------------	-------------

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (—%)~~ five (5) of the expenses incurred.

...

~~§ 11.10.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~
Intentionally omitted

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) 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.

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%—12% per year.

...

§12.1 This Agreement is assumed the Initial Information stated in Exhibit A.

§12.2 This Agreement is modified by the terms and conditions stated in Sherwood's Urban Renewal Agency's Standard Contract Provisions to the extent there is a conflict between those terms and conditions and this Agreement.

§12.3 In the event of a conflict or inconsistency between this Agreement and Exhibit C: Scope of Services and Deliverables, Exhibit C shall control.

§12.4 LIMITATION OF LIABILITY In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect, its shareholders, directors, employees, and subconsultants to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes ("Claims"), so that, except as otherwise stated in this section 12.2, the total aggregate liability of the Architect to the Owner on the Project shall be limited to the proceeds of Architect's insurance available to pay such claims at the time of resolution of the claims by judgment, or settlement, or otherwise. Such claims and causes include, but are not limited to, negligence, professional errors and omissions, strict liability, breach of contract or warranty.

If the coverage limits of the insurance policies Architect is required to purchase under this Agreement ("The Required Insurance") are not fully available to pay the Claims at the time of resolution, then Architect shall pay the lesser of a) \$100,000 or b) the amount needed to reach the limits of The Required Insurance.

Claims arising from this Project shall be brought against Architect only, not against any shareholder, director or employee of Architect.

...

2—AIA Document E201™—2007, Digital Data Protocol Exhibit, if completed, or the following:

...

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A: Initial Information
Exhibit B: Architect's Compensation and Reimbursable Expenses
Exhibit C: Detailed Scope of Services and Deliverables
Exhibit D: Subconsultant Scopes of Services
Exhibit E: Architect and Subconsultants Standard Hourly Rates
Exhibit F: Project schedule

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Sherwood Urban Renewal Agency

J. Murray Jenkins, Principal
Ankrom Moisan Architects, Inc.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Allison Hanley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:23:38 on 02/21/2013 under Order No. 5479359708_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



URA RESOLUTION 2013-004

A RESOLUTION AUTHORIZING THE URBAN RENEWAL AGENCY ADMINISTRATOR TO AWARD A PROFESSIONAL SERVICES CONTRACT TO ANKROM-MOISAN ARCHITECTS FOR THE DESIGN SERVICES OF THE SHERWOOD COMMUNITY CENTER

WHEREAS, the URA wishes to redevelop a URA owned property (the Machine Works Building site) into the new Sherwood Community Center; and

WHEREAS, Ankrom-Moisan Architects was contracted to design the new Sherwood Community Center that utilized the existing building structure but after final design plans were produced it was determined the existing roof system had failed and the building could not be salvaged for re-use; and

WHEREAS, the total replacement of the building was cost equivalent to repairing the structure prior to re-use per the original plan and the total replacement option provided new building configurations opportunities that were not presented before; and

WHEREAS, URA Resolution 2012-026 authorized City staff to proceed with demolition of the Machine Works Building and therefore new design plans must be completed prior to construction of the Sherwood Community Center; and

WHEREAS, the URA originally selected Ankrom-Moisan Architects using a formal selection procedure for professional and related services similar to those currently required for the Sherwood Community Center; and

WHEREAS, Oregon Revised Statute (ORS) 279C.115 (Direct Contracts for Services of Consultants) and Oregon Administrative Rule (OAR) 137-048-0200 (Direct Appointment Procedure) allow for the direct appointment of consultants for the continuation of a project if the total fee estimate exceeds \$250,000; and

WHEREAS, appointing Ankrom-Moisan Architects using the Direct Appointment Procedure will promote efficient use of public funds and resources and result in a substantial cost savings to the URA, thus will not diminish the integrity of the URA's standard public contracting process; and

WHEREAS, City staff and Ankrom-Moisan Architects have negotiated and established scopes of work and associated fees for design services for a total contract amount of \$416,274.00.

NOW, THEREFORE, THE SHERWOOD URBAN RENEWAL AGENCY BOARD RESOLVES AS FOLLOWS:

Section 1: The Direct Appointment Procedure per OAR 137-048-0200 and ORS 279C.115 will be utilized to execute a contract with Ankrom-Moisan Architects for design services of the Sherwood Community Center.

Section 2: That the URA has complied with the requirements of OAR137-048-0200 and ORS 279C.115 (shown on attached Exhibit A), for utilizing the Direct Appointment procedure.

Section 3: The URA Administrator is authorized to enter into a Contract with Ankrom-Moisan Architects for design services for a total not-to-exceed amount of \$416,274.00.

Section 4: This Resolution shall be effective upon its approval and adoption.

Duly passed by the URA Board of Directors this 2nd day of April 2013.

Bill Middleton, Chair

Attest:

Sylvia Murphy, CMC, Agency Recorder

***ORS 279C.115 Direct contracts for services of consultants**

- (1) As used in this section, "consultant" means an architect, engineer, photogrammetrist, and transportation planner or land surveyor.
- (2) A contracting agency may enter into a contract for architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services directly with a consultant if the project described in the contract consists of work that has been substantially described, planned or otherwise previously studied or rendered in an earlier contract with the consultant that was awarded under rules adopted under ORS 279A.065 and the new contract is a continuation of the project.
- (3) A contracting agency may adopt criteria for determining when this section applies to a contract for architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services. [2003 c.794 §94; 2011 c.458 §5]

****OAR 137-048-0200 Direct Appointment Procedure**

- (1) Contracting Agencies may enter into a Contract directly with a Consultant without following the selection procedures set forth elsewhere in these rules if:
 - (a) Emergency. Contracting Agency finds that an Emergency exists; or
 - (b) Small Estimated Fee. The Estimated Fee to be paid under the Contract does not exceed \$100,000; or
 - (c) Continuation of Project With Intermediate Estimated Fee. For Contracting Agencies where a Project is being continued, as more particularly described below, and where the Estimated Fee will not exceed \$250,000, the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services to be performed under the Contract must meet the following requirements:
 - (A) The services consist of or are related to Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services that have been substantially described, planned or otherwise previously studied in an earlier Contract with the same Consultant and are rendered for the same Project as the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services rendered under the earlier Contract;
 - (B) The Estimated Fee to be made under the Contract does not exceed \$250,000; and
 - (C) The Contracting Agency used either the formal selection procedure under OAR 137-048-0220 (Formal Selection Procedure) or the formal selection procedure applicable to selection of the Consultant at the time of original selection to select the Consultant for the earlier Contract; or
 - (d) Continuation of Project With Extensive Estimated Fee. For Contracting Agencies where a Project is being continued, as more particularly described below, and where the Estimated Fee is expected to exceed \$250,000, the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services to be performed under the Contract must meet the following requirements:
 - (A) The services consist of or are related to Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services that have been substantially described, planned or otherwise previously studied under an earlier Contract with the same Consultant and are rendered for the same Project as the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services rendered under the earlier Contract;

(B) The Contracting Agency used either the formal selection procedure under OAR 137-048-0220 (Formal Selection Procedure) or the formal selection procedure applicable to selection of the Consultant at the time of original selection to select the Consultant for the earlier Contract; and
(C) The Contracting Agency makes written findings that entering into a Contract with the Consultant, whether in the form of an amendment to an existing Contract or a separate Contract for the additional scope of services, will:

- (i) Promote efficient use of public funds and resources and result in substantial cost savings to the Contracting Agency; and,
- (ii) Protect the integrity of the Public Contracting process and the competitive nature of the Procurement by not encouraging favoritism or substantially diminishing competition in the award of the Contract.

(2) Contracting Agencies may select a Consultant for a Contract under this rule from the following sources:

- (a) The Contracting Agency's list of Consultants that is created under OAR 137-048-0120 (List of Interested Consultants; Performance Record);
- (b) Another Contracting Agency's list of Consultants that the Contracting Agency has created under OAR 137-048-0120 (List of Interested Consultants; Performance Record), with written consent of that Contracting Agency; or
- (c) All Consultants offering the required Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services that the Contracting Agency reasonably can identify under the circumstances.

(3) The Contracting Agency shall direct negotiations with a Consultant selected under this rule toward obtaining written agreement on:

- (a) The Consultant's performance obligations and performance schedule;
- (b) Payment methodology and a maximum amount payable to the Consultant for the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services required under the Contract that is fair and reasonable to the Contracting Agency as determined solely by the Contracting Agency, taking into account the value, scope, complexity and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services; and
- (c) Any other provisions the Contracting Agency believes to be in the Contracting Agency's best interest to negotiate.

Stat. Auth.: ORS 279A.065, OL 2011, ch 458

Stats. Implemented: ORS 279C.110 & 279C.115, OL 2011, ch 458

Hist.: DOJ 11-2004, f. 9-1-04, cert. ef. 3-1-05; DOJ 20-2005, f. 12-27-05, cert. ef. 1-1-06; DOJ 19-2007, f. 12-28-07, cert. ef. 1-1-08; DOJ 15-2009, f. 12-1-09, cert. ef. 1-1-10; DOJ 10-2011, f. 11-29-11, cert. ef. 1-1-12

*ORS Source: <http://www.leg.state.or.us/ors/279C.html> (March 26, 2013)

**OAR Source: http://arcweb.sos.state.or.us/pages/rules/oars_100/oar_137/137_048.html (March 26, 2013)

Approved Minutes

**SHERWOOD URBAN RENEWAL AGENCY BOARD OF DIRECTORS
MEETING MINUTES
Tuesday, April 2, 2013
22560 SW Pine Street, Sherwood, Oregon 97140**

URA BOARD REGULAR MEETING

1. **CALL TO ORDER:** Chair Bill Middleton called the meeting to order at 8:00 pm.
2. **BOARD PRESENT:** Chair Bill Middleton, Linda Henderson, Dave Grant, Robyn Folsom, Bill Butterfield, Matt Langer and Krisanna Clark.
3. **STAFF PRESENT:** City Manager Joseph Gall, Assistant City Manager Tom Pessemier, Community Development Director Julia Hajduk, Community Services Director Kristen Switzer, Finance Director Craig Gibons, Police Chief Jeff Groth, Public Works Director Craig Sheldon, City Engineer Bob Galati, Administrative Assistant Colleen Resch and Agency Recorder Sylvia Murphy.

Chair Middleton addressed the Consent Agenda and asked for a motion.

4. **CONSENT AGENDA:**

- A. **Approval of January 29, 2013 URA Board Meeting Minutes**
- B. **Approval of February 19, 2013 URA Board Meeting Minutes**
- C. **Approval of March 19, 2013 URA Board Meeting Minutes**

MOTION: FROM LINDA HENDERSON TO APPROVE THE CONSENT AGENDA, SECONDED BY BILL BUTTERFIELD, MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

5. **NEW BUSINESS:**

A. **URA Resolution 2013-003 Repealing URA Resolutions 2011-013 and 2012-006**

Tom Pessemier explained the history of the two previously adopted resolutions and recapped the discussion held at the February 19, 2013, URA Board work session. Tom stated the Board discussed the Community Center and the formation of a Project Management Team. Tom stated the URA Board discussed and concluded that the team would consist of staff and URA Board members, specifically, himself, Kristen Switzer, Bill Butterfield and Linda Henderson. Tom said the URA Board also discussed a Design Management Team and said not everyone was on the same page with how to move forward with this, with a design/build project or a design/bid/build project. Tom said when the group met later, they were not sure how many opportunities were going to exist in the building to change things and how they would address those changes when they arose. Tom stated it depended on what they viewed as opportunities in the new building and which path they felt most comfortable pursuing.

Tom explained that the team decided to look at a design/bid/build process and concluded that certain things needed to happen from the architect. He said staff met with Akrom Moisan, who had

previously worked on the project, to give them ideas on what they needed to do in order to get a scope that would be comfortable for the project management team. Tom stated Ankrom Moisan came back and met with the full project management team and discussed what they would do to make that happen. Tom stated the other thing the URA Board discussed on February 19th was funding restrictions and said we have some fairly serious restrictions in regards to this project. He explained discussing construction costs for the building at \$4 million, and said this would put us at \$370,000 left in maximum indebtedness to do all the other projects, which is probably well inside of our contingency. He said there will be other things that will move around as our committed dollars change on downtown streets and other things, but this is the budget we are working with today and the budget we have identified and what we have planned moving forward.

Tom stated, after these discussions, they realized there was adopted URA legislation that was not going to be consistent moving forward with the new building and this is why staff is proposing to repeal these resolutions and bring a resolution forward to get a designer onboard to begin designing.

City Engineer Bob Galati asked if the Board had any questions and said the first resolution repeals two previously adopted URA resolutions that basically set budgetary constraints along with design criteria on an initial resolution that established the project. Bob stated because of what has occurred since then, costs overrun, failed trusses, and the fact that the building now has to come down, these two URA resolutions establishing budget constraints no longer apply and actually create restrictions moving forward.

Chair Middleton asked for Board questions.

Ms. Folsom clarified that these two pieces of legislation were very structured and did not have the budget flexibility that we now need to work on this project and said she appreciates staff pointing this out. Ms. Folsom commented regarding Bill Butterfield's contributions to the project team with his experience and his research, and bringing forward information that has benefited the team. She stated she appreciated the diversity on the team, having good conversations and said the team is doing the best they can to make the most of the funds and still live within the intent of what was agreed to two years ago.

Chair Middleton asked for additional questions from the Board, with none heard the following motion was received.

MOTION: FROM LINDA HENDERSON TO ADOPTED URA RESOLUTION 2013-003, SECONDED BY BILL BUTTERFIELD, MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Chair Middleton addressed the next agenda item.

B. URA Resolution 2013-004 Authorizing the Urban Renewal Agency Administrator to award a Professional Services contract to Ankrom Moisan Architects for the design services of the Sherwood Community Center

Bob Galati came forward and stated the resolution before the Board includes two attachments and the full contract and said this is basically showing how the design services portion of the contract will proceed. He said we needed to move forward to allow Ankrom Moisan to do their portion of the design.

Bob informed the Board the contract is being done by a Direct Appointment process and said, under state law for contracting, if you have a project that meets certain criteria, and said, that is well defined here, then you can take the contract for continued services or similar services and directly appoint it to that contractor. Bob stated in this case, architectural consulting, because Ankrom Moisan did the initial design, a significant amount of it, we can direct appoint this contract to them to complete the remainder of the process.

Bob stated under this process, a few items need to be spelled out and explained the following conditions: Condition 1) Work provided under the contract is consistent with the architectural services and the amount of the services being provided is in excess of \$250,000.00. Bob stated the contract amount Ankrom Moisan is providing us in this design phase is in the neighborhood of \$400,000.00 therefore it meets the first condition. Bob stated they are still providing the same services as before.

Bob addressed Condition 2 and said originally Akrom Moisan was selected under a Request for Proposal (RFP), a formal selection process, and was awarded the contract based on their submittal. Bob stated records indicate this process took place, therefore meeting the second criteria.

Bob stated the third condition is a staff report presented to the URA Board which constitutes written findings that we are entering into a separate contract and is based on continuing the design utilizing the original elements. Bob stated this process provides the most efficient use of the public monies and protects the competitive nature of the contract procurement as required by the state statutes. He said we still fit within this and are getting the best deal we can. Bob stated staff's recommendation is for the URA Board to authorize the City Manager as the Agency Administrator to enter into a contract with Ankrom Moisan via direct appointment for a total not to exceed contract amount of \$416,274.00. Tom Pessemier added staff worked closely with legal counsel to ensure all requirements were met.

Chair Middleton asked for Board comments.

Matt Langer stated this is for the additional design work to get us from this point forward and asked how much we have spent on design work to this point.

Tom responded \$520,000.00, which includes all preliminary design and meetings held with the steering committee.

City Manager Gall wanted confirmation that legal review occurred as it was not noted in the staff report.

Tom stated that legal counsel provided a thorough review.

With no other comments, the following motion was received.

MOTION: FROM BILL BUTTERFIELD TO ADOPT URA RESOLUTION 2013-004, SECONDED BY LINDA HENDERSON, MOTION PASSED 7:0, ALL MEMBERS VOTED IN FAVOR.

Chair Middleton addressed the next agenda item.

6. STAFF REPORTS:

Assistant City Manager Tom Pessemier reported the demolition of the Machine Works building has started with the signing of the contract with Konell Construction and said they are taking three days to remove the roof in sections as it contains asbestos. Tom stated they are using special equipment to do this. He stated it would probably be Tuesday of next week before we see anything come down. Tom confirmed with City Engineer Bob Galati that Konell planned on doing a controlled demolition as they plan on utilizing a lot of the materials inside of the building and separating out the different types of materials to allow for recycling. Tom asked about grinding of the concrete and Bob replied he wasn't sure and said he is trying to contact the contractor regarding this, as well as the request the City received from a local artist who wants to use some of the demolition materials as a basis to establish community art.

Linda Henderson asked if Columbia Street would be closed and asked about the parking lot. Tom replied Columbia is currently closed and said the contractor hasn't asked to move the fencing back. He said he guesses we may end up moving the fencing back which will leave us one row of parking on the side. He said if the contractor is going to do something that will cause dust or noise, then we may have to consider closing the whole thing. Tom stated he would prefer they water it down.

Bob added, in his conversation with the contractor, at this time they don't feel they have to close even Pine Street to do the demolition and said the contractor was happy with the amount of space he has.

With no other comments or questions, Chair Middleton adjourned the meeting.

7. ADJOURN:

Chair Middleton adjourned the meeting at 8:40 pm.

Submitted by:


Sylvia Murphy, CMC, Agency Recorder


Bill Middleton, Chair