

**CITY OF PORTLAND  
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

**CONTRACT NUMBER TBD**

**TITLE OF WORK PROJECT  
10<sup>th</sup> & Yamhill Smart Park Garage Architectural Design**

This contract is between the City of Portland ("City," or "Bureau") and FFA Architecture & Interiors, Inc, hereafter called Consultant. The City's Project Manager for this contract is Chris Armes.

**Effective Date and Duration**

This contract shall become effective on August 15, 2016. This contract shall expire, unless otherwise terminated or extended, on August 15, 2018.

**Consideration**

- (a) City agrees to pay Consultant a sum not to exceed TBD for accomplishment of the work.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

**CONSULTANT DATA AND CERTIFICATION**

Name (print full legal name): FFA Architecture & Interiors, Inc

Address: 520 SW Yamhill, Suite 900, Portland, OR 97204

Employer Identification Number (EIN): 93-0960243

[INDEPENDENT CONSULTANTS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business Tax Registration Number: 35550

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

**TERMS AND CONDITIONS**

**1. Standard of Care**

Consultant shall perform all services under this contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

**2. Effect of Expiration**

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 corrected.

**3. Order of Precedence**

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

**4. Early Termination of Contract**

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

**5. Remedies and Payment on Early Termination**

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

**6. Assignment**

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

**7. Compliance with Applicable Law**

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations. In connection with its activities under this Contract, the Consultant shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions.

**8. Indemnification for Property Damage and Personal Injury**

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

**9. Insurance**

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

☒ Required and attached // ☐ Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent consultant's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

**Continuous Coverage; Notice of Cancellation:** The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

**Additional Insured:** The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

**Certificate(s) of Insurance:** Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

**Subconsultant(s):** Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

#### **10. Ownership of Work Product**

All work product produced by the Consultant under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

#### **11. EEO Certification**

In the event Consultant provides in excess of \$2,500.00 for services to the City in any fiscal year, Consultant shall obtain EEO certification from the City.

#### **12. Equal Benefits**

Consultant must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

#### **13. 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.

#### **14. 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.

#### **15. Waiver**

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.



**16. Errors**

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

**17. Governing Law/Venue**

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

**18. Amendments**

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

**19. Business Tax Registration**

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

**20. Prohibited Conduct**

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

**21. Payment to Vendors and Subconsultants**

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

**22. Access to Records**

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

**23. Audits**

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. 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 Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

**24. Electronic Signatures**

The City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

**25. Merger Clause**

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

**26. Dispute Resolution/Work Regardless of Disputes**

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

**27. Progress Reports: ☐/ Applicable ☐/ Not Applicable**

If applicable, the Consultant shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

**28. Consultant's Personnel: ☐/ Applicable ☐/ Not Applicable**

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.



**29. Subconsultants**

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist.

**30. Third Party Beneficiaries**

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

**31. Conflict of Interest**

Consultant hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

**32. Respectful Workplace Behavior**

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

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**STATEMENT OF THE WORK  
AND PAYMENT SCHEDULE**

**SCOPE OF WORK**

See attached Exhibits A, A.1, A.2 & A.3 which are hereby incorporated into this contract by reference.

**CONSULTANT PERSONNEL**

The Consultant shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Troy Ainsworth	Principal
Christine Rumi	Project Manager
Karl Refi	Project Architect
Mayumi Nakazoto	Interior Designer(Retail)

**SUBCONSULTANTS [If none, indicate "NONE"]**

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT
Kpff	Structural Engineering
Akana	Civil Engineering
Cundiff	MEP Engineering
O-LLC	Lighting Design
Cundiff	IT/Comm Consultant
Façade Group	Envelope Consultant
GBS	Sustainability/ParkSmart Certification

ACC Cost Consultants	Cost Estimating
The Bookin Group	Land Use Planning
Lerch Bates	Elevator Consulting
iTen & Associates	Laser Scanning

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Contractor Resources.

## COMPENSATION

The maximum that the Consultant can be paid on this contract is \$1,275,197.00 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Consultant's compensation will be based on the Consultant's bills previously submitted for acceptable work performed and approved.

## PAYMENT TERMS: Net 30 Days

### Hourly Rates

The billing rates shall not exceed those set forth below:

FFA Staff rates	ROLE ON PROJECT	RATE
<b>NAME</b>		
Troy Ainsworth	Principal	\$200.00
Christine Rumi	Project Manager	\$150.00
TBD	Architectural Staff I	\$125.00
TBD	Architectural Staff I	\$125.00
Tyson Staab	Architectural Staff III	\$ 95.00
Lynn Hilbert	Specification Writer	\$170.00
Mayumi Nakazato	Interior Designer I	\$125.00
<b>Sub-Consultants Staff rates</b>		
<b>NAME</b>	<b>ROLE ON PROJECT</b>	<b>RATE</b>
<b>FIRM: KPFF</b>		
Jerry Abdie	Principal	\$210.00
Bassam Bazzi	Project Manager/Associate	\$160.00
TBD	Project Engineer	\$120.00
TBD	CAD/BIM Modeler	\$ 105.00
Clerical	Administrative	\$ 80.00
<b>FIRM: Akana</b>		
Herb Fricke	Principal	\$200.00
Paul Knox	Project Manager	\$155.00
Erika Brunson	Assistant Engineer	\$ 90.00
Nick Oatman	CADD Tech II	\$ 85.00
Jade McDaniel	CADD Tech II	\$ 85.00
Cherish DayChild	Clerical	\$ 75.00

Kathy Odell	Clerical	\$ 75.00
Christine Le Jeune	Clerical	\$ 75.00
Mark Kastner	Clerical	\$ 75.00

**FIRM: Cundiff**

Lee Cundiff	Principal (Electrical)	\$145.00
Jim Cundiff	Principal (Mechanical)	\$145.00
Omar Shabaan	Associate Engineer (Electrical)	\$135.00
Pedro Alzaga	Associate Engineer (Electrical)	\$135.00
Pat Walsh	Associate Engineer (Mechanical)	\$135.00
Chris Boyd	Associate Engineer (Mechanical)	\$135.00
Heather Owens	Designer (Electrical)	\$115.00
Kalin Hollingberry	Designer (Mechanical)	\$115.00
Greg O'Brien	AutoCAD/Technician	\$ 85.00
Lisa Kenny	Clerical/Admin. Assist.	\$ 70.00

**FIRM: O-**

Mark Godfrey	Project Manager	\$135.00
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**FIRM: The Façade Group**

Ken Roko	Principal	\$150.00
Rob Kistler	Principal	\$150.00
Jasha Kistler	Building Enclosure Consultant	\$150.00
Monica Maragos	Building Enclosure Consultant	\$150.00
Shelby Ness	Building Enclosure Consultant	\$150.00

**FIRM: GBS**

Richard Manning	Principal	\$200.00
Kellee Jackson	Project Manager	\$155.00
Mitch Chvilicek	Sr Commissioning Consultant	\$130.00
Clerical		\$ 75.00

**FIRM: ACC Cost Consultants**

Stan Pszczolkowski	Principal	\$153.00
Terence Walton	Senior Estimator	\$121.00

**FIRM: The Bookin Group**

Beverly Bookin	Project Manager	\$170.00
Chris Hagerman	Senior Planner	\$110.00

**FIRM: Lerch Bates**

Cory Hunter	Project Manager / Field Engineer	\$200.00
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**FIRM: I-TEN**

Bijoy Nair	Project Manager	\$122.26
Charlie Thomas	Terrestrial Scanning Technician	\$ 98.55
Dusan Nedljkovic	BIM/3D Modelers	\$ 81.06
Richard Bradbury	BIM/3D Modelers	\$ 81.06
Dustin Russell	GIS/CAD Technicians	\$ 66.76
Jeremy VanGelder	GIS/CAD Technicians	\$ 66.76



### Standard Reimbursable Costs

The following costs will be reimbursed without mark-up:

Type of Expense	Rate
Mileage	\$0.54 / mile
In-house letter size copies/prints – black and white	\$0.15 / each
In-house letter size copies / prints - color	\$0.20 / each
In-house tabloid size copies/prints – black and white	\$0.40 / each
In-house tabloid size copies / prints - color	\$0.40 / each
In-house large size prints - black and white	\$1.00/sf
In-house large size prints – color	\$2.00/sf
Outsourced printing and/or mounting services	at cost
Courier services	at cost

### Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed zero%.

### Progress Payments

On or before the 15<sup>th</sup> of each month, the Consultant shall submit to: [PBOTContracts@portlandoregon.gov](mailto:PBOTContracts@portlandoregon.gov) an electronic copy(pdf only) invoice for work performed by the Consultant during the preceding month. The invoice shall be on the prime contractors business letterhead and contain the City's Contract Number and any Task Order number, as applicable, the PBOT Project Managers name, and set out all items for payment including, but not limited to: invoice number, period services were performed for, the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, as applicable. A summary shall be provided per invoice showing, Current amount billed, past invoices billed but unpaid, invoices paid to reflect total amount billed as of invoice date against contract total. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract, if subconsultants were used under this contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

### ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

**WORKERS' COMPENSATION INSURANCE STATEMENT****IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST SIGN HERE:**

I, undersigned, am authorized to act on behalf of entity designated below, and I hereby certify that this entity has current Workers' Compensation Insurance.

Consultant Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Entity: \_\_\_\_\_

**IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONSULTANT CERTIFICATION STATEMENT:**

As an independent Consultant, I certify that I meet the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent Consultant in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Consultant: check four or more of the following:

- \_\_\_\_\_ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- \_\_\_\_\_ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- \_\_\_\_\_ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- \_\_\_\_\_ D. Labor or services are performed only pursuant to written contracts;
- \_\_\_\_\_ E. Labor or services are performed for two or more different persons within a period of one year; or
- \_\_\_\_\_ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Date

**FOR CITY USE ONLY**

**PROJECT MANAGER-COMPLETE ONLY IF CONSULTANT DOES NOT HAVE WORKER'S COMPENSATION INSURANCE**  
ORS 670.600 Independent Consultant standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent consultant" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

\_\_\_\_\_  
City Project Manager Signature

\_\_\_\_\_  
Date

**CONSULTANT SIGNATURE:**

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent consultant as defined in ORS 670.600.

**FFA Achitecture & Interiors, Inc**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



187951

CONTRACT NUMBER: TBD

CONTRACT TITLE: 10<sup>th</sup> & Yamhill Smart Park Garage Architectural Design

**CITY OF PORTLAND SIGNATURES:**

By: NA \_\_\_\_\_ Date: \_\_\_\_\_  
Bureau Director

By: NA \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Procurement Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elected Official

Approved:  
By: NA \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Auditor

Approved as to Form:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Office of City Attorney

**AGREEMENT FOR PROFESSIONAL, TECHNICAL OR EXPERT SERVICES  
EXHIBIT A  
STATEMENT OF THE WORK AND PAYMENT SCHEDULE**

**PROJECT:** 10<sup>TH</sup> AND YAMHILL SMARTPARK GARAGE RENOVATION

**PROJECT ADDRESS:** 730 SW 10<sup>th</sup> Avenue, Portland, Oregon

**DESIGN TEAM CONSULTANT:** FFA ARCHITECTURE AND INTERIORS, INC.

The following Work Plan and Payment Schedule for the 10<sup>th</sup> and Yamhill Smartpark Garage Renovation ("Project") is incorporated as Exhibit A of the Agreement for Professional, Technical or Expert Services between FFA Architecture and Interiors, Inc. ("Design Team" or "FFA" or "Consultant") and the City of Portland, Bureau of Transportation ("Owner" or "City") for the work described herein.

**I. PROJECT UNDERSTANDING**

Upon completion, the Project will provide much-needed renovation to improve the building's accessibility, safety, energy usage and image. PBOT is proceeding with the selected renovation elements identified as Option A in the 10<sup>th</sup> and Yamhill Parking Garage Design Study and Recommendations (Design Study), dated October 30, 2015 led by FFA and involving several sub-consultants from the current Design Team which include reconfiguring, and making accessible, the vertical transportation for pedestrians, relocating and restriping accessible parking, waterproofing treatment of parking slabs, replacing and modifying the storefront system, creating new entrances and modifying floor levels for the tenant spaces, replacing the mechanical system serving the tenant spaces, creating group restrooms to serve the customers and employees of the retail tenants, creating accessible pathways to the service corridor from the tenant spaces, replacing lighting throughout the building with LED fixtures, reconfiguration of fire protection elements to suit the remodeled building, new steel and glass awnings, and painting the existing exterior brick and concrete surfaces.

The City has set a high priority on maintaining project costs within the identified total project budget based upon the most recent cost information prepared during the Design Study. For purposes of design services moving forward, the base construction budget for Option A is established as \$10.9 million (core and shell elements, not including tenant improvements). A more detailed description of this base budget is provided in Exhibit A-1 of this agreement.

The Owner's Representative, Shiels Oblatz Johnsen, Inc) (SOJJ), the Design Team (FFA Architecture and Interiors, Inc.) and the future CM/GC shall be managed by the City of Portland Bureau of Transportation (PBOT) Project Manager who has responsibility for the overall implementation of the Project. The Portland Development Commission (PDC) will participate as

a key project partner with responsibility for coordinating with existing and prospective building retail tenants and providing retail-related design input to the process.

The Design Team shall report as determined by the City to the Owner's Representative who will be responsible for coordinating community engagement and communications through their sub-consultant and assisting the City as well as for the scoping, procurement and management of Owner-provided Third Party contracts. The City anticipates that a CM/GC contractor will be selected and available to participate in regular OAC meetings prior to the end of the Schematic Design phase. FFA and the CM/GC will be responsible for managing all communications and work of their respective sub-consultants. All parties are expected to work in a cooperative, collaborative fashion in order to meet overall project goals. The City will approve the design documents at the conclusion of each design phase. All decisions will be made in a timely manner.

The Project will be delivered by the CM/GC method. Mechanical, Electrical and Plumbing (MEP) (with the exception of Architectural Lighting) is to be delivered via Design/Build (D/B) through the CM/GC contract. The Design Team will provide full Architectural Lighting design services through Construction Administration. The Design Team will provide full MEP design services through Design Development including the 100% DD cost estimating phase and will provide review of the D/B contractors' drawings, specifications, and submittals during the Construction Document and Construction Administration phases. The Design Team will prepare documents to communicate Owner and Design Team MEP systems expectations and coordinate with the Contractor and their D/B subcontractors to identify potential conflicts early and ensure good quality, efficient and integrated building systems are installed.

Keeping costs within the project budget is a critical priority to the City. The City has identified a base hard cost Construction Budget of \$10.9 million based upon concept plans and cost estimates prepared in December, 2015 as part of the Design Study. The Design Team and Contractor are expected to work proactively and collaboratively throughout the design and construction process to ensure the project Construction Budget is met within anticipated project contingencies established by the Owner.

For the purposes of this Agreement, core and shell elements include the exterior skin and all construction and finishes related to the parking levels, stair and elevator towers; all site work; and construction and finishes of interior common and support spaces (i.e. group restrooms, service corridor, trash rooms, janitor closets, mechanical and electrical etc.). Mechanical systems and power will be stubbed into tenant spaces to provide code-required conditioning and electrical supply consistent with anticipated ground floor uses identified by the City until the space is fitted out by the tenant. Temporary lighting will be installed in tenant spaces to provide code-required light levels until the space is fitted out by the tenant. Fire protection will be installed in tenant spaces to provide code-required sprinkler coverage until the space is fitted out by the tenant.



This project will require Type III Design Review and it is assumed that ParkSmart Certification (formerly Green Garage Certification) will be pursued. FFA will evaluate the criteria necessary for both LEED Commercial Interiors and ParkSmart Certification to assist PBOT and PDC in determining which program will be pursued. For purposes of this Agreement, the Design Team fees assume only the ParkSmart Certification is pursued. The City of Portland has set the LEED achievement goals at Gold. ParkSmart has only one achievement goal for existing construction which is Pioneer.

As tenants lease spaces, those spaces will be fitted out to suit. Design and construction services will be proposed as an additional service on an as-needed basis for tenant improvements.

## II. PROJECT ASSUMPTIONS

**Basis of Design.** The design services are assumed to reflect the technical analysis and decisions made as part of the Option A recommendation made in the 10<sup>th</sup> and Yamhill Design Study dated October 30, 2015 as summarized in floor plans and project scope matrix included in Exhibit A.1 Basis of Design, attached. Preparation of base construction drawings is included in the FFA scope of work; the City does not possess current drawings of the facility.

**Construction Budget.** The Construction Budget is established as \$10.9 million based upon Option A cost estimate prepared by Architectural Cost Consultants dated December 8, 2015 (Exhibit A.2 attached) inclusive of General Conditions, Insurance, Bonds (13.5%), General Contractor OH and Profit (5%), estimating contingency (15%), and escalation to summer 2016 construction start (4%) and exclusive of art program allowance (2%). The City will be responsible for maintaining appropriate design and construction contingencies as part of the Owner's Budget consistent with industry standards in anticipation of potential cost impacts resulting from scope clarifications, scope modifications, and cost escalation based on industry standards.

**Project Schedule.** Exhibit A.3 (attached) illustrates an overall design/permit/construction scheduled prepared by FFA and consistent with the assumptions included in Exhibit A. Completion dates are estimated based the provided duration with the Owner's Notice to Proceed and approval by anticipated dates. The duration of construction will be reviewed with CM/GC and adjusted as necessary.

DESIGN PHASE	DURATION	COMPLETION DATE*
Notice to proceed/Signing of contract		August 15, 2016
A. Pre-design	6 weeks	September 23, 2016
B. Schematic Design	8 weeks	November 18, 2016
C. Design Development	16 weeks	March 8, 2017
D. 90% Construction Documents	20 weeks	July 20, 2017
E. Permitting and Bidding (P&B)	12 weeks	October 12, 2017
F. 100% Construction Documents/Conformed Set	15 weeks (incl. P&B)	November 3, 2017
G. Construction Administration	52 weeks	October 10, 2018
ParkSmart Certification	115 weeks	December 10, 2018

### III. SCOPE OF WORK

The following describes the services to be provided by FFA for each design phase.

#### Pre-Design

- Workplan describing the approach for fulfilling all goals and tasks requested in the Project solicitation and review/revise based upon discussions with City and Owner's Representative.
- Project Schedule for all design, permitting and construction phases
- Provide technical support to CM/GC selection process by attending interviews and evaluation meeting(s) to respond to questions/issues from selection committee.
- Technical memo evaluating options for pursuing ParkSmart and/or LEED Gold Certification and description of associated scope, schedule and budget considerations
- Laser Scan survey of building to produce base plans and elevations and integrate with site survey information provided by City.
- Building program memo which will document any deviation from the assumptions made in the Design Study document.

**Meetings.** A total of 8 meetings are anticipated and include: Bi-weekly meetings with Owner's Team (3); Meetings with other agencies (4); Float meeting (1).

#### **Schematic Design (SD) Confirmation**

- **100% SD Drawings.** Work with the City to identify potential core and shell design impacts related to retail tenancing and prospective tenant considerations. Meet with stakeholders as requested. Prepare preliminary architectural floor plans based on the selection of (1) final schematic design from (2) alternatives, code evaluation including elevator requirements, confirmation of Design Study information, decisions and assumptions, narratives of structural and MEP schematic design scope of work, outline specification.

Provide input into value engineering and constructability review discussions with City, Owner's Representative and CM/GC. It is the City's intent that the CM/GC Contractor will be selected and prepared to coordinate with the Design Team during the SD phase/before DD begins. Provide presentation level graphics for City review including:

- Site Plan
  - Building Floor Plans
  - Building and Site Section
  - (4) Building Elevations
  - (4) Perspectives as anticipated to be required for Design Review application
  - Materials Palette
- **SmartPark Certification,** Start SmartPark or LEED Gold Certification process with Eco-Charrette including the following Smart Park Certification tasks:
    - Conducting and facilitating an Eco-Charrette, including summarizing report
    - Identification of financial incentive for which the project qualifies
    - Identify project goals
    - Materials research review and recommendations
    - Documentation in drawings and specifications of green building objectives.
    - Document review for compliance with Parksmart strategies at 100% DD and 90% CD
    - Scorecard maintenance and status reports
    - Parksmart pre-construction conference
    - Monthly construction meetings on credit implementation
    - Review of submittals for:
      - o Volatile Organic Compounds and other banned chemicals
      - o Recycled content
      - o Regional materials
      - o Renewable materials
    - Coordination of initial submittal of credits for review and resubmittal of credits when necessary
    - Manage post-certification effort, including plaque selection and marketing tools
    - Commissioning activities and final summary report for the commissioning of HVAC&R systems and associated controls; lighting and daylighting controls, domestic hot water systems, renewable energy systems.



**Meetings.** A total of 11 meetings are anticipated and include: Bi-weekly meetings with Owner's Team (4); Early Assistance Meeting (1); Technical Advisory Committee meetings (1); Meetings with other agencies (4); Float meeting (1).

#### **Design Development (DD)**

- **50% Design Development.** Document and incorporate City comments received from 100% SD documents review, including cost estimate, into 50% DD package for PBOT/PDC review: code summaries, site plan, floor plans, reflected ceiling plans, elevations, section, stair and elevator drawings, structural plans, MEP plans, civil plans, landscape plan, draft specifications.
- **Design Review.** Start application process including update of presentation graphics noted in SD phase and participate in Design Advice Request (DAR) meeting and up to two Design Commission hearings. Revise drawings as appropriate.
- **100% Design Development Package.** Document and incorporate comments received on 50% DD package including all drawings and specifications. Prepare detailed cost estimate and reconciliation with CM/GC estimate. Prepare final MEP drawings and specifications to establish the extent, criteria and quality for the CM/GC D/B scope of work.

**Meetings.** A total of 24 meetings are anticipated and include: Weekly meetings with Owner's Team (16); Pre-Application/Design Conference Meeting (1); Design Advice Meeting (1); Design Commission Meetings (2); PBOT permitting group for Street Improvement Permit and street closures (1); Meeting with PBOT Operations and Maintenance (1); Technical Advisory Committee meetings (1); Float meeting (1).

#### **Construction Documents (CD)**

- **50% CD package.** Prepare 50% CD package for PBOT/PDC review and comments and CM/GC pricing 100% CD package for construction purposes. CD's include code summaries, door and finish schedules, site plan, floor plans, enlarged plans, reflected ceiling plans, elevations, section, interior elevations, stair and elevator drawings, interior and exterior details, specifications, structural drawings and calculations, civil drawings and calculations, and landscape plan/ irrigation calculations (if required).
- **Design Review.** Continue participation in and integrate design comments/document revisions from Design Review process.
- **90% CD Package.** Participate in value engineering and constructability review with City, Owner's Representative and CM/GC to identify and integrate appropriate design modifications consistent with construction budget and 50% CD cost estimate prepared by CM/GC. Prepare 90% CD Package including all drawings and final specifications to be used by CM/GC in preparation of Guaranteed Maximum Price.

**Meetings.** A total of 17 meetings are anticipated and include: Bi-weekly meetings with Owner's Team (10); Pre-Design Conference with PBOT, other agencies (1); Plan review meetings with PBOT and other permitting bureau staff (3); Plan review meetings with PBOT Operations and Maintenance (3).

#### **Permitting & Bidding**

- **Permitting.** Prepare and submit 90% CD documents and all required application materials to the City of Portland building permit agencies, respond to plan review comments.
- **Bidding.** Participate in pre-bid walk and respond to bidder questions as requested by CM/GC, review substitution requests in coordination with PBOT's approval and draft addenda.
- **100% CD Package.** Prepare 100% CD package reflecting changes to 90% CDs as a result of the permitting and bidding process.

**Meetings.** A total of 7 meetings are anticipated and include: Monthly meetings with Owner's Team (3); Pre-Bid Meeting (1); Plan Review comment meeting (2); Street Improvement comment meeting (1).

#### **Construction Administration**

- Timely submittal review and comment, timely RFI review and response based on the level of complexity of each RFI, architectural (monthly), structural (as appropriate) and mechanical (one) site observation and report, substantial completion review and punch list, pay request review and certification, O&M documents review for completeness, record drawings based on Contractor as-built submittals, administer ParkSmart Certification process, systems Commissioning and submit documentation. Duration of construction to be reviewed with CM/GC and adjusted as necessary.

**Meetings.** A total of 64 meetings are anticipated and include: Weekly OAC meetings (52); Testing and mock-up review (4); Pre-Construction Meeting (1); Substantial Completion Review (5); Final Completion Review (1); One Year Warranty Review (1).

#### **Scope of Work Assumptions and Clarifications**

- The following are Owner Provided items and information and are excluded from FFA's scope of services:
  - Site Surveys
  - Soils Investigations and Reports
  - Geotechnical Evaluations and Reports
  - Restrictions
  - Environmental and Hazardous Materials Services: discovery, determination of types and quantities and/or remediation
  - Testing (mock-up, window/envelope, acoustic, etc.)
- Owner will be paying a fee in lieu of providing Public Art

- ParkSmart Certification is included as the base Green certification. LEED-CI Certification would require additional service.
- Estimated completion date of ParkSmart Certification process assumes work commencing in Pre-Design and continuing an additional 3 months past the completion of construction.
- No additional, full-service kitchen and/or grease exhaust will be installed.
- The following services are excluded. The services can be added at the Owners request and will be considered Additional Services.
  - Site Survey, Evaluation and Planning
  - Master planning
  - Programming beyond work identified in Pre-Design phase
  - Field Verification of Owner provided documentation
- More than two Preliminary Designs
- Coordination of Owner's Consultants and design-build contractors
- The following Special Engineering or Design Consultants other than those specifically listed in the proposal are excluded:
  - Telecommunications/ Data /Low Voltage/ Audio/ Video (Technology specialties) Design
  - Fire Protection Design (Alarm, sprinkler system, etc.)
  - Acoustic Engineering Services
  - Street lighting, Traffic assessments, transportation planning, off-site improvements, etc.
  - Security Evaluation and System Design
  - Space Planning, Tenant Improvements, Test Fits and BOMA Calculations
  - Energy or daylighting modeling
- Alternates, revisions after acceptance
- Value Analysis
- Owners Representative (On-Site Project Representation)
- Change of construction contract type (example: CMGC change to Hard bid)
- Multiple drawing packages
- As-Designed Record Drawings
- Preparation of Operations & Maintenance Manuals
- Specialty Design Processes other than ParkSmart Certification: LEED Certification, Living Building Challenge, Passive House, HUD, etc.
- Disabled access compliance design beyond Oregon Structural Specialty Code and Americans with Disabilities Act current at the time of project permitting.
- Coordination with Public Art selection and implementation process.
- Post-Occupancy Evaluation, Facility Support Services, Tenant-related Services
- Photorealistic and presentation quality 3-D Renderings or models
- Historic Design
- Furniture, Fixtures, and Equipment Design

#### IV. DESIGN TEAM

The Design Team shall assign the following personnel to provide the services as designated.

ARCHITECT: FFA ARCHITECTURE & INTERIORS	ROLE
Troy Ainsworth	Principal
Christine Rumi	Project Manager
Karl Refi	Project Architect
Mayumi Nakazoto	Interior Designer (retail)

#### V. SUB-CONSULTANTS

The Consultant shall assign subconsultants to perform work in the capacities designated below.

FIRM	ROLE
Kpff	Structural Engineering
Akana	Civil Engineering
Cundiff	MEP Engineering
O-LLC	Lighting Design
Cundiff	IT/Comm Consulting
Façade Group	Envelope Consultant
GBS	Sustainability/ParkSmart Certification
ACC Cost Consultants	Cost Estimating
The Bookin Group	Land Use Planning
Lerch Bates	Elevator Consulting
iTen & Associates	Laser Scanning

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

#### VI. COMPENSATION

**A. Maximum Compensation.** The maximum that the Consultant can be paid on this contract is a lump sum, **not to exceed fee of \$1,275,197** (hereafter the “not to exceed” amount) to complete no later than the expiration date of the Personal Services Contract between the parties, commencing upon the Consultants receipt of the Notice-to-Proceed from PBOT for the work described herein.

The “not to exceed” amount includes all payments to be made pursuant to this contract, including Sub-consultants work and reimbursable expenses, if any. The number of hours require to perform the services is irrelevant to the contract, other than that the Proposed

Project Fee exhibit hours may be used as a guide to determine the approximate percent completion of tasks. Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment. Nothing in this contract requires the city to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than the amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The city shall pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

If work is completed before the "not to exceed" amount is reached, the consultant's compensation shall be based on the Consultant's bills previously submitted for acceptable work performed and approved.

The Maximum compensation distribution by firm and phase is as follows and is based on an assumed pre-construction/design/permitting/construction duration of 28 months after Consultant is authorized to proceed with the work.



FIRM	Pre-Design	SD	DD	CD	Perm/GMP	Const	TOTAL	Reimb.
FFA	\$50,440	\$71,265	\$191,635	\$196,660	\$28,885	\$121,400	\$660,285	\$19,240
Kpff		\$13,800	\$18,400	\$39,600	\$1,800	\$18,400	\$92,000	\$200
Akana*		\$6,295	\$16,265	\$23,895	\$580	\$10,840	\$57,875	\$560
Cundiff*	\$6,300	\$31,500	\$48,000				\$85,800	\$4,500
O-LLC*	\$1,080	\$2,700	\$4,050	\$2,700		\$2,700	\$13,230	incl. w/ FFA
Façade Group*		\$3,280	\$5,560	\$10,740		\$21,240	\$40,820	incl. w/ FFA
ACC Cost*		\$8,746	\$11,826				\$20,572	
Bookin Group*			\$12,000				\$12,000	
Lerch Bates	\$2,175	\$3,890	\$5,160	\$5,670	\$2,170	\$10,910	\$29,975	included
iTen & Assoc*	\$28,830						\$28,830	
<b>ParkSmart Certification</b>								
FFA	\$3,000	\$2,000	\$3,240	\$3,000		\$11,240	\$22,480	
GBS	\$5,080	\$3,800	\$2,800	\$5,200		\$31,950	\$48,830	\$500
<b>Fee by Phase</b>	<b>\$96,905</b>	<b>\$147,276</b>	<b>\$318,936</b>	<b>\$287,465</b>	<b>\$33,435</b>	<b>\$228,680</b>		
<b>TOTAL BASE SERVICES</b>							<b>\$1,112,697</b>	<b>\$25,000</b>
<b>Design Review Extension – Time &amp; Materials</b>								
FFA							\$20,000	
Bookin Group**							\$5,000	
<b>MEP Design Assist – Time &amp; Materials</b>								
Cundiff**				\$16,000		\$26,500	\$42,500	
<b>Additional Services</b>								
Structural Consultation							\$10,000	
Landscaping							\$10,000	
Signage Des**							\$50,000	
<b>TOTAL BASE SERVICES + BUDGETED ALLOWANCES TOTAL</b>							<b>\$1,250,197</b>	
<b>TOTAL REIMBURSABLE EXPENSES (from above)</b>							<b>\$25,000</b>	
<b>TOTAL DESIGN CONTRACT</b>							<b>\$1,275,197</b>	
<b>TOTAL BASE SERVICES + BUDGETED ALLOWANCES DBE \$ / % (noted with * and ** above)</b>							<b>\$356,627</b>	<b>28.53%</b>

**TOTAL DESIGN CONTRACT: \$1,275,197.00**

### Budget Allowances

The City and Consultant have identified the following potential Additional Services that may be required during the course of the Project, to be reimbursed on a time-and-materials basis if required.

- Design Review Extension. Type III Design Review Extension: The Base Cost assumes one DAR and two presentations to the Design Commission. If required, additional Consultant work beyond this scope of work will be provided on a time-and-materials basis.
- MEP Subconsultant Design Assist Services. During the CD, Permit and CA phases which will be reimbursed on a time-and-materials basis in an amount not to exceed \$42,500 consistent with the rates established in this Exhibit.
- Structural Consultation. As requested, review existing structural system to identify feasible, voluntary seismic upgrade options to support project scoping.
- Landscape Design Services. If green roof is required, specific scope and fee will be negotiated and approved by the City prior to start of the work.
- Signage Design. Design services for way-finding and other building signage if needed. Specific scope and fee will be negotiated and approved by the city prior to start of the work.

Should task durations be extended beyond the control of FFA, additional fees for services carried out after this period will be negotiated in an Additional Services Request or be billed on a Time and Materials basis. Potential additional services items include, but are not limited to:

- Changes in schedule duration (owner design change, funding delays, LUR delays, Construction duration changes, change orders affecting schedule)
- Owner responses/decisions that are not made in a timely fashion to maintain project schedule.
- Changes in scope of services
- Written summaries or cost estimates associated with Value Engineering
- Contractor delays

- B. Personnel and Billing Rates.** The staff assigned to the project by FFA and their sub-consultants with their respective hourly billing rates are as follows. The billing rates shall not exceed those set forth below.

Annual adjustment of hourly rates will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the contract;
- No more than one increase shall be granted per contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

PRIME: FFA ARCHITECTURE & INTERIORS, INC.

NAME	ROLE ON PROJECT	RATE
Troy Ainsworth	Principal	\$200.00
Christine Rumi	Project Manager	\$150.00
TBD	Architectural Staff I	\$125.00
TBD	Architectural Staff I	\$125.00
Tyson Staab	Architectural Staff III	\$ 95.00
Lynn Hilbert	Specification Writer	\$170.00
Mayumi Nakazato	Interior Designer I	\$125.00

#### SUB-CONSULTANTS

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 0%.

NAME	ROLE ON PROJECT	RATE
<b>FIRM: KPFF</b>		
Jerry Abdie	Principal	\$210.00
Bassam Bazzi	Project Manager/Associate	\$160.00
TBD	Project Engineer	\$120.00
TBD	CAD/BIM Modeler	\$ 105.00
Clerical	Administrative	\$ 80.00
<b>FIRM: Akana</b>		
Herb Fricke	Principal	\$200.00
Paul Knox	Project Manager	\$155.00
Erika Brunson	Assistant Engineer	\$ 90.00
Nick Oatman	CADD Tech II	\$ 85.00
Jade McDaniel	CADD Tech II	\$ 85.00
Cherish DayChild	Clerical	\$ 75.00
Kathy Odell	Clerical	\$ 75.00
Christine Le Jeune	Clerical	\$ 75.00
Mark Kastner	Clerical	\$ 75.00

<b>FIRM: Cundiff</b>		
Lee Cundiff	Principal (Electrical)	\$145.00
Jim Cundiff	Principal (Mechanical)	\$145.00
Omar Shabaan	Associate Engineer (Electrical)	\$135.00
Pedro Alzaga	Associate Engineer (Electrical)	\$135.00
Pat Walsh	Associate Engineer (Mechanical)	\$135.00
Chris Boyd	Associate Engineer (Mechanical)	\$135.00
Heather Owens	Designer (Electrical)	\$115.00
Kalin Hollingberry	Designer (Mechanical)	\$115.00
Greg O'Brien	AutoCAD/Technician	\$ 85.00
Lisa Kenny	Clerical/Admin. Assist.	\$ 70.00
<b>FIRM: O-</b>		
Mark Godfrey	Project Manager	\$135.00
<b>FIRM: The Façade Group</b>		
Ken Roko	Principal	\$150.00
Rob Kistler	Principal	\$150.00
Jasha Kistler	Building Enclosure Consultant	\$150.00
Monica Maragos	Building Enclosure Consultant	\$150.00
Shelby Ness	Building Enclosure Consultant	\$150.00
<b>FIRM: GBS</b>		
Richard Manning	Principal	\$200.00
Kellee Jackson	Project Manager	\$155.00
Mitch Chvilicek	Sr Commissioning Consultant	\$130.00
	Clerical	\$ 75.00
<b>FIRM: ACC Cost Consultants</b>		
Stan Pszczolkowski	Principal	\$153.00
Terence Walton	Senior Estimator	\$121.00
<b>FIRM: The Bookin Group</b>		
Beverly Bookin	Project Manager	\$170.00
Chris Hagerman	Senior Planner	\$110.00
<b>FIRM: Lerch Bates</b>		
Cory Hunter	Project Manager / Field Engineer	\$200.00
<b>FIRM: I-TEN</b>		
Bijoy Nair	Project Manager	\$122.26
Charlie Thomas	Terrestrial Scanning Technician	\$ 98.55
Dusan Nedljkovic	BIM/3D Modelers	\$ 81.06
Richard Bradbury	BIM/3D Modelers	\$ 81.06
Dustin Russell	GIS/CAD Technicians	\$ 66.76
Jeremy VanGelder	GIS/CAD Technicians	\$ 66.76



- C. Reimbursable Expenses.** Reimbursable expenses, such as such as travel, reproduction, postage/messenger, photography, long distance phone, computer plots, fax transmissions, etc. shall be billed monthly with appropriate receipt documentation in accordance with the following reimbursable expense schedule and **shall not exceed \$25,000** for the life of the project unless otherwise approved by the City's Project Manager.

Type of Expense	Rate
Mileage	\$0.54 / mile
In-house letter size copies/prints – black and white	\$0.15 / each
In-house letter size copies / prints - color	\$0.20 / each
In-house tabloid size copies/prints – black and white	\$0.40 / each
In-house tabloid size copies / prints - color	\$0.40 / each
In-house large size prints - black and white	\$1.00/sf
In-house large size prints – color	\$2.00/sf
Outsourced printing and/or mounting services	at cost
Courier services	at cost

Consultant shall provide copies of all travel expenses for which reimbursement is sought. The City shall reimburse Design Team travel expenses only when travel is essential to the normal discharge of the Design Team obligations under the Contract and previously approved by the City Project Manager.

- D. Payment Terms.** Net 30 days.

- E. Progress Payments.**

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The Invoices are to be submitted to the Owner's Representative for review and forwarding to City for final approval and payment.

Kim Knox  
 Shiels Obletz Johnsen  
 1140 SW 11th, Suite 500  
 Portland, OR 97205  
 knox@sojpd.com

The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up



labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

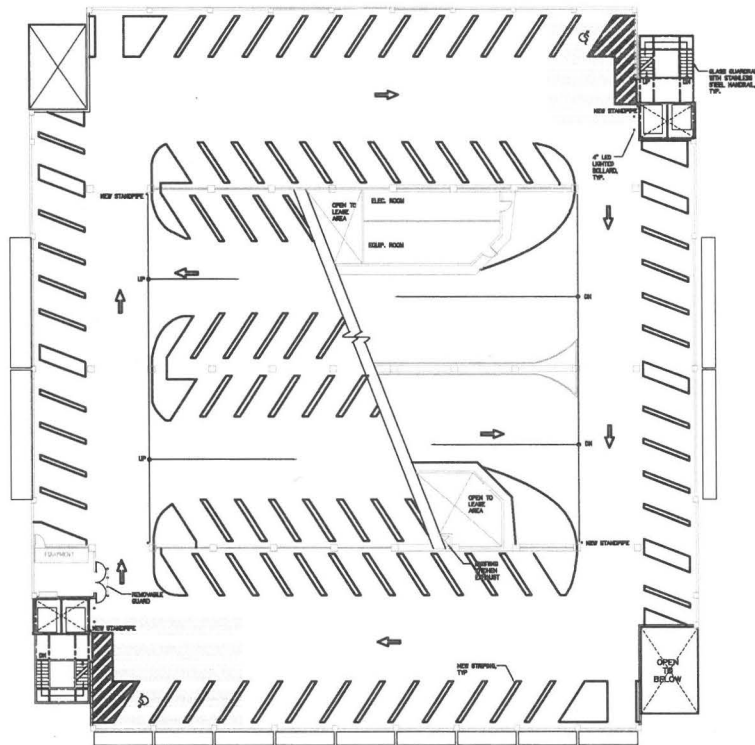
The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

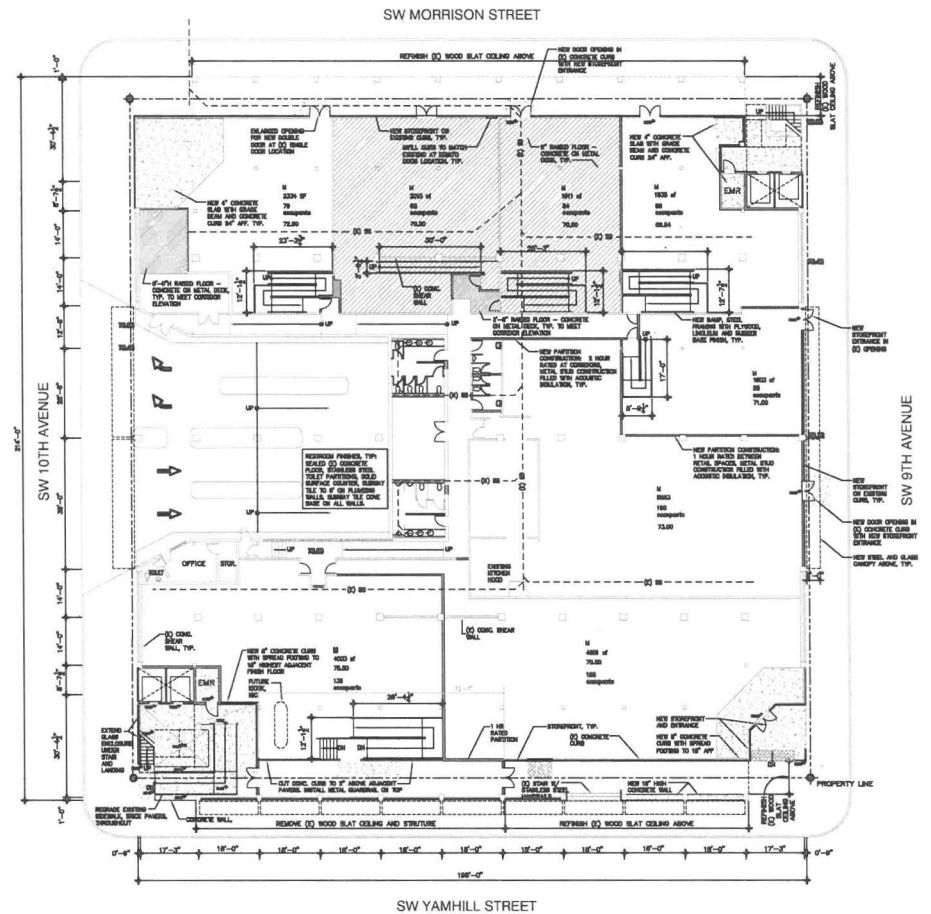
#### ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at: <http://www.portlandoregon.gov/bfs/article/409834>.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.



SECOND FLOOR PLAN



FIRST FLOOR PLAN  
ALTERNATE

Scale:  $\frac{1}{16}'' = 1'-0''$

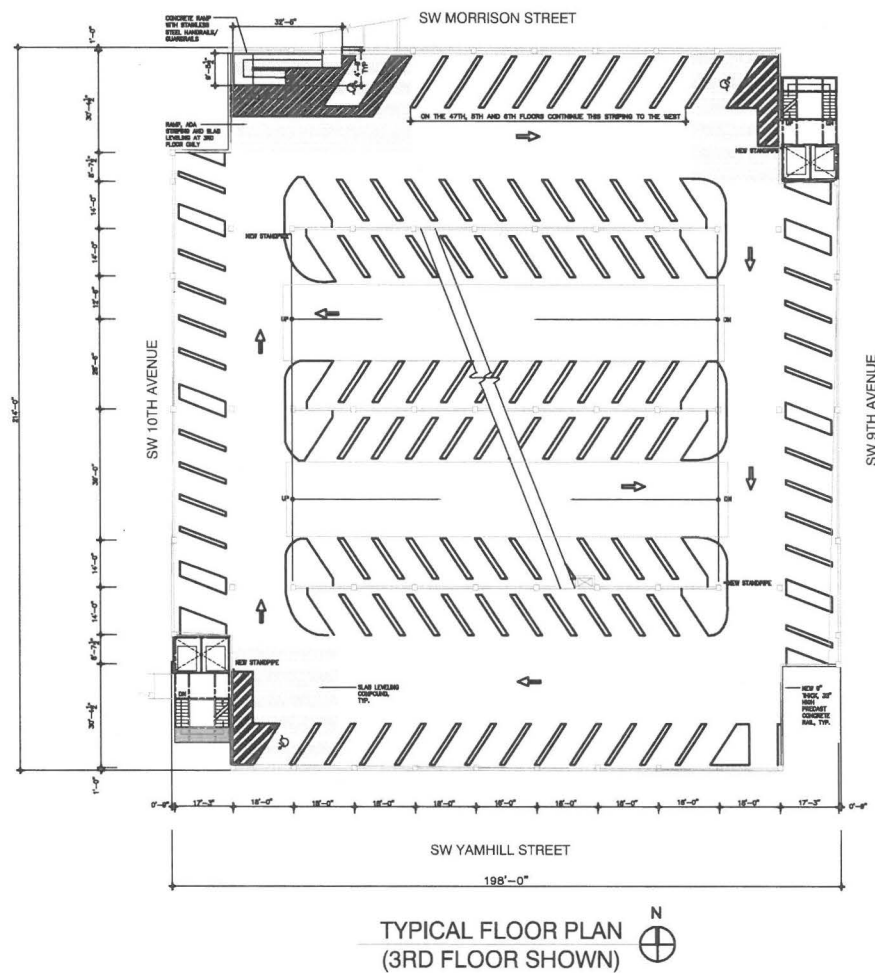
FLOOR PLANS

October 30, 2015

PDC and PBOT  
10th and Yamhill Parking Garage  
Study

**FFA**  
Architecture  
+Interiors

### Exhibit A.1



October 30, 2015

## PDC and PBOT 10th and Yamhill Parking Garage Study

**FFA**  
Architecture  
+ Interiors

Option Scope	
Accessibility	<ul style="list-style-type: none"> <li>Replace Stairs and Elevators (NE and SW corners)</li> <li>Elevators/Stair enclosure</li> <li>ADA restrooms modification</li> <li>Provide Accessible Parking</li> <li>Reconfigured ADA ramp at Skybridge</li> <li>Provide Accessible Parking</li> <li>Relocate EV, car share and carpool parking</li> <li>New striping</li> </ul>
Parking	<ul style="list-style-type: none"> <li>New visible &amp; secure bicycle parking - glazed enclosure (SW corner)</li> <li>New visible automated bicycle parking - glazed enclosure (NE corner)</li> </ul>
Lighting	<ul style="list-style-type: none"> <li>Improve lighting at parking and colonnades</li> <li>Enhanced lighting controls</li> <li>Architectural LED lighting at parking level ceilings</li> </ul>
HVAC	<ul style="list-style-type: none"> <li>Replace HVAC equipment (Chillers/boilers)</li> <li>Replace ductwork, reroute air intake to roof</li> <li>New standpipes</li> <li>New high-efficiency VRF mechanical system</li> </ul>
Struct	<ul style="list-style-type: none"> <li>Waterproofing</li> <li>Crack repair and steel protection</li> <li>Replace storefronts</li> <li>New 1 story café in south colonnade</li> <li>New 2 story café in south colonnade</li> <li>New storefront at 9th Street</li> <li>New retail spaces ceilings</li> <li>Expand retail space NW and SE corners</li> <li>Two new group restrooms in service corridor</li> <li>Provide ADA access to service corridor</li> <li>New storefront - full height - North colonnade, reconfigure to property line</li> </ul>
Retail	
Exterior Improvements	<ul style="list-style-type: none"> <li>Paint concrete</li> <li>Paint Brick</li> <li>Replace tile at storefront base</li> <li>New steel and glass awnings (E &amp; W)</li> <li>New steel and glass awnings (S, E, &amp; W)</li> <li>Refinish (E) wood at ceilings</li> <li>New colonnade ceilings</li> <li>Column wraps ( N )</li> <li>New tree grates</li> <li>Rainwater harvesting</li> <li>Photovoltaics -7th floor</li> <li>Green Roofs on stair/retail corners</li> </ul>
Proposed	

## Exhibit A.2

<b>10th &amp; Yamhill Parking Garage</b> Portland, Oregon FFA Architecture + Interiors Portland, Oregon Conceptual Probable Cost Estimate (Version 2) 1.2	<b>Architectural Cost Consultants, LLC</b> Stanley J. Pszczolkowski, AIA 8060 SW Pfaffle Street, Suite 110 Tigard, Oregon 97223-8489 Phone: (503) 718-0075 Fax: (503) 718-0077 www.ArchCost.com	Estimate Date: 08-Dec-15 Document Date: 08-Oct-15 Print Date: 08-Dec-15 Print Time: 10:00 AM Constr. Start: Summer 2016
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### DIRECT CONSTRUCTION COST SUMMARY

Component	Total	
Option A	\$10,352,000	
<b><u>ALTERNATES</u></b> 01   TI Allowance 02   Enclose South Colonnade		Add ± \$1,752,967 Add ± \$3,831

The above estimates are for direct construction cost only. They do not include furnishings & equipment, architect and engineer design fees, consultant fees, inspection and testing fees, plan check fees, state sales tax, hazardous material testing and removal, financing costs, owners contingency, nor any other normally associated development costs.

The above estimates assume a competitively bid project, with at least three qualified bidders in each of the major sub-trades as well as the general contractors.

The above estimates assume a construction start date of: Summer 2016. If the start of construction is delayed beyond the date above, the estimates must be indexed at a rate of 6% to 7% per year compounded.

This is a probable cost estimate based on in-progress documentation provided by the architect. The actual bid documents will vary from this estimate due to document completion, detailing, specification, addendum, etc. The estimator has no control over the cost or availability of labor, equipment, materials, over market conditions or contractor's method of pricing, contractor's construction logistics and scheduling. This estimate is formulated on the estimator's professional judgment and experience. The estimate makes no warranty, expressed or implied, that the quantities, bids or the negotiated cost of the work will not vary from the estimator's opinion of probable construction cost.

The above costs are rounded to the nearest 1,000.00.



## Exhibit A.2

<b>10th &amp; Yamhill Parking Garage</b> Portland, Oregon FFA Architecture + Interiors Portland, Oregon Conceptual Probable Cost Estimate-(Version 2) 1.2	<b>Architectural Cost Consultants, LLC</b> Stanley J. Pszczolkowski, AIA 8060 SW Pfaffle Street, Suite 110 Tigard, Oregon 97223-8489 Phone: (503) 718-0075 Fax: (503) 718-0077 www.ArchCost.com	Estimate Date: 08-Dec-15 Document Date: 08-Oct-15 Print Date: 08-Dec-15 Print Time: 10:00 AM Constr. Start: Summer 2016
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ESTIMATES	Quantity	Unit	Cost / Unit	Cost	Sub-totals	Comments
<b>Option A</b>						
<b>Demolition</b>						
sidewalks	3,020	sf	\$1.50	\$4,530		
conc steps on grade	220	sf	10.00	2,200		
elevated slabs	4,145	sf	30.00	124,350		assume 8" thick slabs
elevator towers	4	ea	19,100.00	76,400		
stairs + structure, complete	28	flights	3,100.00	86,800		
remove conc columns, full ht.	2	ea	1,500.00	3,000		approx. 80' ht., verify
remove tenant finishes	28,950	sf	2.25	65,138		
windows	1,856	sf	5.00	8,280		
exterior walls	4,668	sf	10.00	46,675		
guardrails	99	lf	5.00	495		
hvac enclosure at roof	1	sum	1,000.00	1,000		allowance
demo electrical	1	sum	68,640.00	68,640		
temp weather protection	1	sum	12,500.00	12,500		
temporary flagging & barricades	1	sum	40,000.00	40,000		
hoisting allowance - all trades	1	sum	100,000.00	100,000		allowance
haul & disposal	1	sum	62,500.00	62,500		
Sub-total					\$702,508	
<b>New Work</b>						
<b>General Deferred Maintenance</b>						
clean & paint all vertical surfaces + clgs	89,000			178,000		@ pkg garage (levels 5 & 6)
clean & paint brick veneer	6,385			19,155		includes scaffolding
clean & paint metal guardrails at roof lvl	746			8,206		single pipe attached to conc
replace door hardware with ada levers	10			4,300		
replace handrails at interior ramps	180			7,200		
Sub-total					\$216,861	
<b>Existing Structure Repairs</b>						
prep & new traffic coating, roof level	38,000	sf	6.75	247,000		
healer / sealer, flrs 3,4,5,6	65,380	sf	2.15	140,567		@ drive aisles only
prep & new traffic coating, 2nd flr	38,000	sf	5.80	220,400		@ entire 2nd flr
remove / restripe parking - 2,3,4,5,6, 7 flrs	216,600	sf	0.25	54,150		
remove & replace sealant joints	3,000	lf	6.70	20,100		
repair spalling concrete w/ epoxy mortar	480	lf	25.00	12,000		route & seal cracked walls
seal cracks spandrel beams	3,230	lf	3.00	9,690		allowance
infill low areas at 2,3,4,5,6,7 flr decks	14,070	sf	7.00	98,490		
Sub-total					802,397	
<b>Site</b>						
brick pavers	650	sf	8.00	5,200		@ elevators & N. colonade
concrete sidewalk, 4"	1,200	sf	5.00	6,000		
concrete seatwalls, 18" x 18"	95	lf	135.00	12,825		@ first floor
conc stairs-on-grade	39	lf	45.00	1,755		
ramp on grade, premium	260	sf	10.00	2,600		
concrete cheek wall at ramp	32	lf	60.00	1,920		
railings at ramp & stairs	95	lf	75.00	7,125		
Sub-total					37,425	

## Exhibit A.2

**10th & Yamhill Parking Garage**  
 Portland, Oregon  
 FFA Architecture + Interiors  
 Portland, Oregon  
 Conceptual Probable Cost Estimate-(Version 2) 1.2

**Architectural Cost Consultants, LLC**

Stanley J. Pszczoikowski, AIA  
 8060 SW Pfaffle Street, Suite 110  
 Tigard, Oregon 97223-8489  
 Phone: (503) 718-0075 Fax: (503) 718-0077 www.ArchCost.com

Estimate Date: 08-Dec-15  
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ESTIMATES	Quantity	Unit	Cost / Unit	Cost	Sub-totals	Comments
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<b>Option A - Continued</b>						
<b>Street Level Storefronts</b>						
storefront windows	4,659	sf	62.00	288,858		
alum sf door	7	pair	5,800.00	40,600		
8" conc curb/wall below wdws, 18" aff	85	lf	90.00	7,650		includes footing
8" conc curb/wall below wdws, 24" aff	86	lf	95.00	8,170		includes footing
replace tile on knee walls below wdws	645	sf	16.25	10,481		
metal panels at existing bulkheads	855	sf	36.75	31,421		
metal panels at retail additions	415	sf	46.85	19,443		
steel & laminated glass canopies	1,425	sf	105.00	149,625		
steel framing	9.3	ton	6,000.00	55,935		
roof + structure at retail additions	1,042	sf	40.00	41,680		
refinish wood ceiling	1,450	sf	2.75	3,988		
modify ext. wood ceiling - allowance	1	sum	5,000.00	5,000		
ceiling lighting	324	lf	209.22	67,787		
Sub-total					730,638	
<b>Elevators</b>						
infill old elevator pits	4	ea	500.00	2,000		
conc fnd/pits + waterproofing	2	ea	25,000.00	50,000		
shaft & machine rm walls	3,050	sf	20.00	61,000		
hm doors	2	ea	1,700.00	3,400		
steel framing	24.6	ton	6,000.00	147,576		
storefront enclosure	5,550	sf	72.00	399,600		clear laminated glass
roof structure + roofing	374	sf	25.00	9,350		
elevator - 3,500# (3 each)	21	stops	53,571.43	1,125,000		
cab finishes	3	ea	0.00	0		included above
elevator - 4,000# (1 each)	7	stops	57,142.86	400,000		
cab finishes	1	ea	0.00	0		included above
steel & laminated glass canopies	187	sf	105.00	19,635		@ doors at roof level
temp shoring - allowance	1	sum	10,000.00	10,000		
elevator sump pumps & discharge piping	2	ea	2,675.00	5,350		
elevator feeders-new	320	lf	60.72	19,430		
elevator feeders-modify	2	ea	5,385.60	10,771		
modules/connections-elevators	4	ea	8,052.00	32,208		
Sub-total					2,295,320	
<b>Stairs</b>						
foundations	1	sum	0.00	0		use existing, verify
grade beams	70	lf	150.00	10,500		assume 2'x3'
steel framing	7.8	ton	6,000.00	46,728		
elevated conc floor/landing	1,428	sf	48.00	68,544		@ each floor level
steel & precast stairs	12.5	flights	18,200.00	227,500		
composite wood ceilings at landings	2,253	sf	20.00	45,060		
glass guardrail/railings	1,308	lf	370.00	483,960		
glass enclosure under stair & landing	75	sf	65.00	4,875		
new stairwell lighting fixtures	24	ea	673.20	16,157		
Sub-total					903,324	
<b>Retail Lease Space Interiors</b>						
4" concrete slab-on-grade	14.0	cy	475.00	6,650		qty per FFA
patch floor slabs for new plumbing	1	sum	2,000.00	2,000		
suspended gypbd ceiling system	660	sf	7.00	4,620		@ toilet rooms only
tile wall base, 6"	230	lf	12.00	2,760		
tile wet walls, 6' aff	576	sf	12.00	6,912		
partitions, 4"	6,950	sf	9.00	62,550		

## Exhibit A.2

## 10th &amp; Yamhill Parking Garage

Portland, Oregon  
FFA Architecture + Interiors  
Portland, Oregon

Conceptual Probable Cost Estimate (Version 2) 1.2

## Architectural Cost Consultants, LLC

Stanley J. Pszczolkowski, AIA  
8060 SW Pfaffle Street, Suite 110  
Tigard, Oregon 97223-8489

Phone (503) 718-0075 Fax (503) 718-0077 www.ArchCost.com

Estimate Date: 08-Dec-15  
Document Date: 08-Oct-15  
Print Date: 08-Dec-15  
Print Time: 10:00 AM  
Constr Start Summer 2016

ESTIMATES	Quantity	Unit	Cost / Unit	Cost	Sub-totals	Comments
Option A - Continued						
Retail Lease Space Interiors - continued						
partitions, 4" (2 hour rated)	1,640	sf	12.60	20,664		@ corridors
passage doors, 90 min.	11	ea	1,375.00	15,125		@ corridors
passage doors, 90 min.	1	pr	2,600.00	2,600		@ corridors
raised floor, 6" ht. concrete	4,345	sf	9.00	39,105		
raised floor, 2.5' ht. conc on mtl deck	150	sf	40.00	6,000		
raised floor, 5' ht. conc on mtl deck	125	sf	45.00	5,625		
new stl ramps w/ plywd + linoleum finish	1,375	sf	30.00	41,250		
railings at new ramps	400	lf	85.00	34,000		
handrails at new ramps	180	lf	35.00	6,300		
new stairs, small flights	36	lf	45.00	1,620		
railings at new stairs	16	lf	35.00	560		
ss toilet partitions, ada	2	ea	1,200.00	2,400		
ss toilet partitions, standard	8	ea	950.00	7,600		
ss toilet partitions, urinal screen	3	ea	500.00	1,500		
toilet accessories						
grab bars	2	sets	140.00	280		
mirrors	8	ea	155.00	1,240		
paper towel dispenser / receptacle	4	ea	425.00	1,700		
sanitary napkin disposal	7	ea	55.00	385		
toilet paper dispenser	10	ea	45.00	450		
seat cover dispenser	10	ea	65.00	650		
soap dispenser	8	ea	115.00	920	55,625	tit acc.
paint new partition walls	17,180	sf	0.65	11,167		
paint new gypbd ceilings	660	sf	0.70	462		
modify fire sprinklers	30,890	sf	1.50	46,335		allowance
plumbing						
waste drainage systems	30,890	sf	1.25	38,613		
domestic hot & cold water	30,890	sf	0.65	20,079		
plmbg fixtures/commercial						
demo existing plumbing fixtures	14	ea	260.00	3,640		
wc-1) ada water closet, floor mtd	10	ea	740.00	7,400		
ur-1) urinals	4	ea	1,150.00	4,600		
l-1) wall hung lav	2	ea	1,000.00	2,000		
l-2) counter lav	6	ea	900.00	5,400		
plumbing equipment						
undercounter insta heaters	3	ea	440.00	1,320	\$83,052	
mechanical						
ductwork replacement	30,890	sf	7.25	223,953		
mechanical - insul, piping, equip	30,890	sf	6.05	186,885		incl. boiler & chiller replacement
atc controls						
ddc controls	1	sum	62,000.00	62,000		
air & water balancing						
air & water balancing	1	sum	8,500.00	8,500	\$481,338	
electrical						
circ/conn chiller	1	sum	6,045.60	6,046		
circ/conn boiler	1	sum	1,425.60	1,426		
relocate tenant electrical	1	sum	5,000.00	5,000		
temp lighting-tenant spaces	1	sum	10,000.00	10,000		
rest room light fixtures	6	ea	277.20	1,663		
rest room occ sensors	3	ea	217.80	653		
rest room gfci outlets	3	ea	303.60	911		
circ/conn rr ef	3	ea	475.20	1,426		
circ/conn point of use wh	3	sum	844.80	2,534		
new bollard fixtures	24	ea	1,834.80	44,035		
substation - allowance	1	sum	50,000.00	50,000	\$123,694	
Sub-total					1,021,514	

## Exhibit A.2

<b>10th &amp; Yamhill Parking Garage</b> Portland, Oregon FFA Architecture + Interiors Portland, Oregon Conceptual Probable Cost Estimate-(Version 2) 1.2	<b>Architectural Cost Consultants, LLC</b> Stanley J. Paszczolkowski, AIA 8060 SW Pfaffle Street, Suite 110 Tigard, Oregon 97223-8489 Phone: (503) 718-0075 Fax: (503) 718-0077 www.ArchCost.com	Estimate Date: 08-Dec-15 Document Date: 08-Oct-15 Print Date: 08-Dec-15 Print Time: 10:00 AM Constr. Start: Summer 2018
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ESTIMATES	Quantity	Unit	Cost / Unit	Cost	Sub-totals	Comments
<b>Option A - Continued</b>						
<b>Parking</b>						
9" concrete guardrail/spandrel, 38" ht.	500	lf	183.50	91,750		
re-tension cable rails	380	lf	25.00	9,500		@ ramps - Mls 5,6,7
steel cable mesh enclosure, 8' ht.	64	lf	280.00	17,920		@ hvac roof equipment
mangate w/lock	1	ea	650.00	650		
new standpipe, 6" w/ fdc at each floor	4	ea	10,600.00	42,400		
electrical						
relocate evc stations	5	ea	1,148.40	5,742		
new evc	4	ea	10,956.00	43,824		
install lighting control panel	1	sum	10,639.20	10,639		
replace garage fixtures with led	300	ea	451.77	135,531		qty per FFA
modify fire alarm system	1	sum	33,264.00	33,264		
concrete ada ramp complete	235	sf	25.00	5,875		@ 3rd floor only for skybridge
ss railings at ramp	98	lf	85.00	8,330		
Sub-total					405,425	
<b>Artwork</b>						
relocate concrete art panel at stair	1	sum	5,000.00	5,000		allowance, verify
Sub-total					5,000	
<b>SUB-TOTAL Option A</b>				7,120,412	<b>\$7,120,412</b>	
Estimating Contingency			15.00%	1,068,062		
Index To Construction Start	Summer 2016		4.00%	327,539		@ ± 6% per year
art - allowance			2.00%	170,320		
General Conditions / Insurance / Bonds			13.50%	1,172,655		
General Contractor OH & Profit			5.00%	492,949	3,231,525	45.38%
<b>TOTAL DIRECT CONSTRUCTION COST</b>						
<b>Option A</b>					<b>\$10,351,937</b>	

<b>01   TI Allowance</b>						
TI allowance	24,115	sf	\$50.00	\$1,205,750		price allowance per FFA
Sub-total					\$1,205,750	
<b>SUB-TOTAL 01   TI Allowance</b>				1,205,750	<b>\$1,205,750</b>	
Estimating Contingency			15.00%	180,863		
Index To Construction Start	Summer 2016		4.00%	55,465		@ ± 6% per year
art - allowance			2.00%	28,842		
General Conditions / Insurance / Bonds			13.50%	198,574		
General Contractor OH & Profit			5.00%	83,475	547,217	45.38%
<b>TOTAL DIRECT CONSTRUCTION COST</b>						
<b>01   TI Allowance</b>					<b>\$1,752,967</b>	

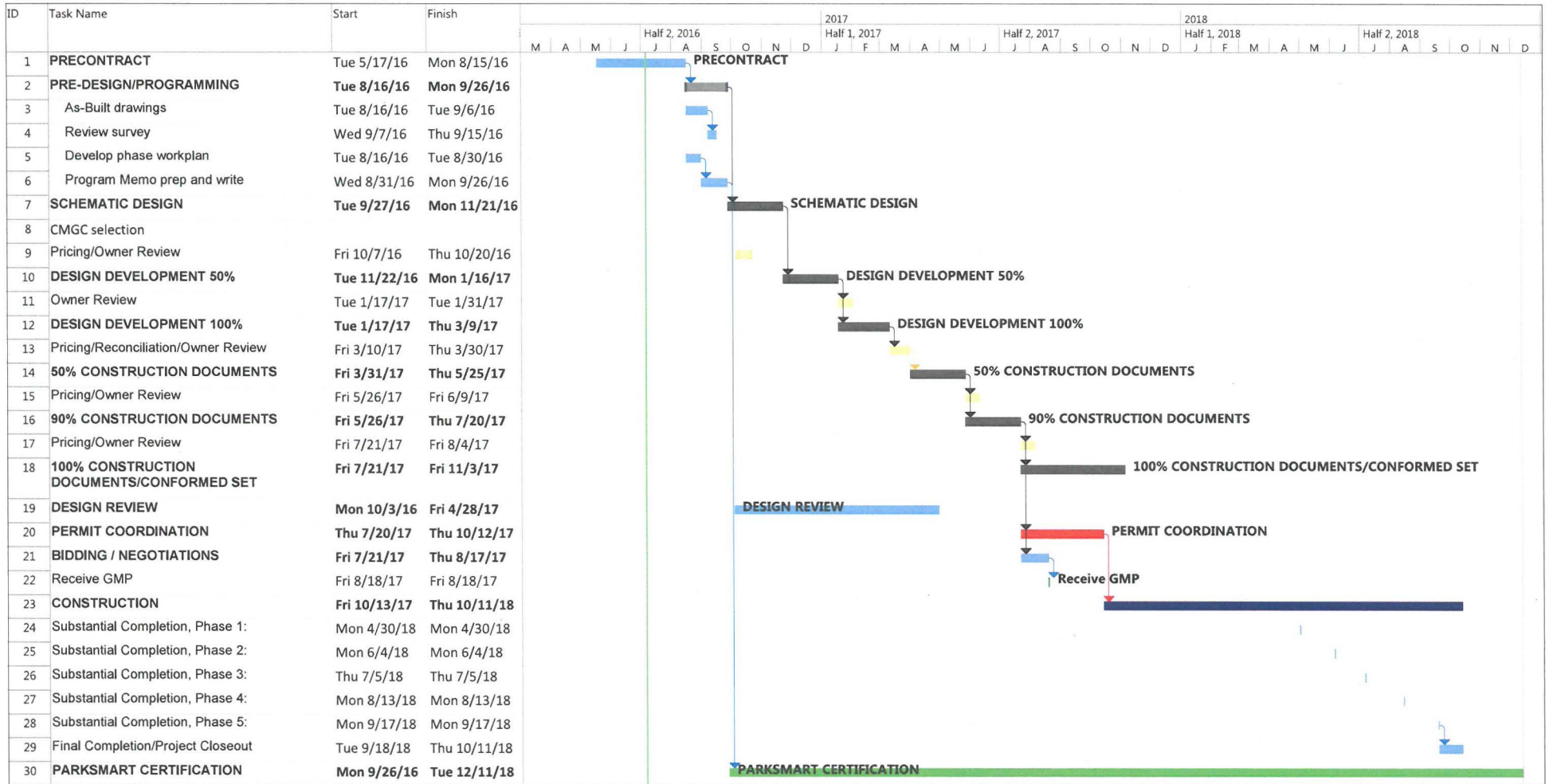


## Exhibit A.2

<b>10th &amp; Yamhill Parking Garage</b> Portland, Oregon FFA Architecture + Interiors Portland, Oregon Conceptual Probable Cost Estimate-(Version 2) 1.2	<b>Architectural Cost Consultants, LLC</b> Stanley J. Pszczolkowski, AIA 8080 SW Pfaffie Street, Suite 110 Tigard, Oregon 97223-8489 Phone: (503) 718-0075 Fax: (503) 718-0077 www.ArchCost.com	Estimate Date: 08-Dec-15 Document Date: 08-Oct-15 Print Date: 08-Dec-15 Print Time: 10:00 AM Constr. Start: Summer 2016
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ESTIMATES	Quantity	Unit	Cost / Unit	Cost	Sub-totals	Comments
<b>02   Enclose South Colonnade</b>						
<b>Demolition</b>						
sawcut & remove conc curbs & finish	48	lf	\$25.00	\$1,200		reduce ht. to 2' above pavers
remove wood slat ceiling	730	sf	1.00	730		
haul & disposal	1	sum	240.00	240		
<b>New Work</b>						
refinish wood ceiling	(730)	sf	2.75	(2,008)		
storefront windows	(346)	sf	62.00	(21,452)		
alum sf door	1	pr	5,800.00	5,800		
guardrail	48	lf	85.00	4,080		
allowance for prep/clean concrete	730	sf	8.00	5,840		
allowance for painting/finishes	730	sf	3.50	2,555		
hvac - allowance	730	sf	5.00	3,650		
allowance for demo & new lighting	1	sum	2,000.00	2,000		temp lighting for tenant spaces
Sub-total					\$2,635	
<b>SUB-TOTAL 02   Enclose South Colonnade</b>				2,635	<b>\$2,635</b>	
<b>Estimating Contingency</b>			15.00%	395		
<b>Index To Construction Start</b>	Summer 2016		4.00%	121		@ ± 6% per year
<b>art - allowance</b>			2.00%	63		
<b>General Conditions / Insurance / Bonds</b>			13.50%	434		
<b>General Contractor OH &amp; Profit</b>			5.00%	182	1,196	45.38%
<b>TOTAL DIRECT CONSTRUCTION COST</b>						
<b>02   Enclose South Colonnade</b>					<b>\$3,831</b>	





Project: WorkPlan2 Date: Wed 7/6/16	Task		Project Summary		Manual Task		Start-only		Finish-only		External Tasks		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		External Tasks		External Milestone		Manual Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		External Tasks		External Milestone		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Tasks		External Tasks		External Milestone		Manual Progress	