

AGREEMENT
for
ARCHITECTURAL SERVICES

THIS IS AN AGREEMENT between the CITY OF PORTLAND, hereinafter called "City," and

ATELIER/NORTHWEST

813 SW ALDER STREET PORTLAND, OREGON 97205

I. The City of Portland hereby engages the services of the Architect for the following project:

- (a) KERBY BUILDING / STANTON BUILDING
(official title and name)
- (b) BUREAU OF MAINTENANCE FACILITY
(type of building or project)
- (c) Prepare feasibility study for the remodeling of the west portion of the existing Stanton Building and the 1st and 2nd floors of the Kerby Building, complete schematic phase and Design Development phase listed as Phase I.
(purpose)
- (d) 2835 N. Kerby Street, Portland, Oregon
(location)

II. Architect represents to City he has investigated the project, understands its scope and requirements, and has the professional expertise and staff time available to perform in a timely and workmanlike manner.

III. Terms and Conditions of Agreement

Exhibit "A" attached is hereby incorporated. (AIA Document B141)

The terms hereof take precedence over those of Exhibit "A."

Exhibit "A" is amended as follows:

- (a) All reference to "Owner" means City.
- (b) All of pages 1, 2 and 8 are deleted.
- (c) Reference to "General Conditions" means latest edition of "Specifications Applying to Buildings," City of Portland. Reference to AIA Document A201 is deleted.

(d) The following is substituted for 6.1:

Compensation to Architect described
in IV will be on a monthly basis.

(e) 6.1.1 is deleted.

(f) The following is substituted for Article 9:

Drawings and specifications shall be-
come the property of the City and shall
not be used without written consent.

(g) Article 11 is deleted.

(h) The following is substituted for Article 13:

This agreement shall be governed by
the laws of Oregon.

IV. Compensation

Architect shall be paid for "Basic Services" as follows:

(1) Fixed Fee:

	<u>Phase</u>	<u>Fixed Fee</u>
Principal	Feasibility Study	\$3,000
	Complete Schematics	1,230
	Design Development	3,280
		Total
		\$7,510
Associate	none/incl. in above rate	
Sr. Draftsman	none/incl. in above rate	
Jr. Draftsman	none/incl. in above rate	
Secretary (techni- cal typing)	none/incl. in above rate	

(2) Profession consultants at 110% of actual cost.

However, in no event shall the total cost to the City
for the tasks described in Architect Services, 1.1.
basic Services, exceed \$7,510 the basic fee.

Architect shall be paid additional sums for (1) other
"Additional Services," (1.3) at "hourly or professional
consultant rates" and (2) "Reimbursable Expenses,"
Article 5). All payments are subject to post audit.

Compensation shall not be due the Architect by the City until and unless it has submitted to the City a request which:

- (a) States that all work has been conducted and costs have been incurred pursuant to this agreement and that the Architect has complied with the provisions hereof respecting employment rights and benefits;
- (b) Sets forth the work accomplished and allocates time and costs claimed to each element of the work; or fixed fee percentage as indicated.
- (c) Is accompanied by such reports as are required by federal or state regulation.

V. This is a personal contract and shall be performed by the Architect. All professional consultants and their rates shall be reviewed and approved by the City.

VI. Special Legal Requirements

- (a) ORS 279.310 through 279.320 are hereby incorporated by reference.
- (b) No official or employee of the City, who is authorized in his official capacity to negotiate, accept or approve or to take part in such decisions regarding this contract with this project, shall have any financial or personal interest in this contract or a subcontract thereof.
- (c) The Architect shall not discriminate against any person on the basis of race, color or national origin in carrying out its obligations under this contract and that regard shall comply with Executive Order of the President, No. 11246.

DATED this _____ of _____, 1976.

CITY OF PORTLAND

By _____
Mayor

Approved as to form:

By _____
Commissioner of Public Works

City Attorney

Architects Atelier/Northwest
Donald L. Puderbaugh- Partner

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

Standard Form of Agreement Between Owner and Architect

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made this **Twenty-First** day of **April** in the year of Nineteen
Hundred and **Seventy-Seven**.

BETWEEN the Owner: **City of Portland, Oregon**
Department of Public Works

and the Architect: **Architects Atelier/Northwest**
813 SW Alder Street
Portland, Oregon 97205

For the following Project:

(Include detailed description of Project location and scope)

Prepare Feasibility Study for the Remodeling of the West Portion of the Existing Stanton Building and the First and Second Floors of the existing Kerby Building in accordance with our attached letter to Richard O. Schmidt, dated April 5, 1977. Complete the remaining 50% of the Schematic Phase and 100% of the Design Development Phase listed as Phase I in our attached letter to Tom Welch, dated April 19, 1977. The buildings are located in the Stanton Yard Complex at 2835 N. Kerby Street, Portland, Oregon.

The Owner and the Architect agree as set forth below.

FIXED FEE

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.
- A. *FOR BASIC SERVICES*, as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of a **FIXED FEE**
Seven Thousand Five Hundred Ten and no/100 dollars (\$ **7,510.00**).
- B. *FOR ADDITIONAL SERVICES*, as described in Paragraph 1.3, compensation computed as follows:
1. Principals' time at the fixed rate of **Thirty** dollars (\$ **30.00**) per hour.
 For the purpose of this Agreement, the Principals are:
Donald L. Puderbaugh
Roderick J. Graham
Donald J. Stastny
 2. Employees' time (other than Principals) at a multiple of **Three**
 (**3.0**) times the employees' Direct Personnel Expense as defined in Article 4.
 3. Services of professional consultants at a multiple of
 (**1.15**) times the amount billed to the Architect for such services.
- C. *AN INITIAL PAYMENT* of **-0-** dollars (\$ **-0-**)
 shall be made upon the execution of this Agreement and credited to the Owner's account.
- D. *FOR REIMBURSABLE EXPENSES*, amounts expended as defined in Article 5.
- III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:
- A. *IF SCOPE* of the Project is changed materially, compensation shall be the subject to renegotiation.
 - B. *IF THE SERVICES* covered by this Agreement have not been completed within **Six**
 (**6**) months of the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services and any other services included in Article 14 as Basic Services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 Based on the mutually agreed upon program, the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement

of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract

Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

~~**1.2.4** Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.~~

1.3 ADDITIONAL SERVICES

The following Services shall be provided when authorized in writing by the Owner, and they shall be paid for by the Owner as hereinbefore provided.

1.3.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning tenant or rental spaces.

1.3.10 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type

set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing services after issuance to the Owner of the final Certificate for Payment.

1.3.18 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.19 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information, including a complete program, regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional recommendations.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 If the Construction Cost is to be used as the basis for determining the Architect's Compensation for Basic Services, it shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect. The Construction Cost shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the cost of all such Work, including costs of managing construction;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and his consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 The cost of labor, materials and equipment furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the

Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by the parties and shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the Bidding or Negotiating Phase has not commenced within six months after the Architect submits the Construction Documents to the Owner, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The adjustment shall reflect changes between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.5.2 When a fixed limit of Construction Cost, including the Bidding contingency (adjusted as provided in Subparagraph 3.5.1, if applicable), is established as a condition of this Agreement and is exceeded by the lowest bona fide bid or negotiated proposal, the Detailed Estimate of Construction Cost or the Statement of Probable Construction cost, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the salaries of professional, technical and clerical employees engaged on the Project by the Architect, and the cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employ-

ees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time for professional services when included in Paragraph II.

5.1.5 Expense of computer time when used in connection with Additional Services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph II is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase, ~~except when the compensation is on the basis of a Multiple of Direct Personnel Expense~~, shall equal the following percentages of the total Basic Compensation:
See Paragraph 14.1

Schematic Design Phase	15%
Design Development Phase	35%
Construction Documents Phase	75%
Bidding or Negotiation Phase	80%
Construction Phase	100%

6.1.3 If the Contract Time initially established in the Construction Contract is exceeded by more than thirty days through no fault of the Architect, compensation for Basic Services performed by Principals, employees and professional consultants required to complete the Administration of the Construction Contract beyond the thirtieth day shall be computed as set forth in Paragraph II for Additional Services.

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect

shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph 8.3 resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing ~~thirty~~ ^{thirty} days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 In the event of termination due to the fault of parties other than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all termination expenses.

8.3 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

- 20 percent if termination occurs during the Schematic Design Phase; or
- 10 percent if termination occurs during the Design Development Phase; or
- 5 percent if termination occurs during any subsequent phase.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to

the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

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

ARTICLE 12

EXTENT OF AGREEMENT

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.

ARTICLE 13

GOVERNING LAW

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

ARTICLE 14
OTHER CONDITIONS OR SERVICES

14.1 Payments to the Architect:

	<u>Fixed Fee</u>
Feasibility Study	\$3,000
Remaining Schematic Phase	1,230
Design Development Phase	<u>3,280</u>
Total Fixed Fee	<u>\$7,510</u>

Architect shall receive written authorization from the Owner prior to proceeding with any of the Phases listed above.

This Agreement executed the day and year first written above.

OWNER City of Portland

ARCHITECT Architects Atelier/Northwest

Neil Goldschmidt, Mayor

Donald L. Puderbaugh, Partner

Connie McCready, Commissioner
Public Works

April 5, 1977

Mr. Richard O. Schmidt
Bureau Chief
Bureau of Maintenance
City of Portland
2835 N. Kerby
Portland, Oregon 97227

Re: Stanton Building & Kerby building Feasibility Study

Dear Mr. Schmidt:

Architects Atelier/Northwest is pleased to submit this proposal to provide professional architectural services for a feasibility study for the remodeling of the west portion of the existing Stanton Building and the first and second floors of the existing Kerby Building. The buildings are located in the Stanton Yard complex at 2835 N. Kerby Street, Portland, Oregon.

As determined in our conference today, we will provide the following services:

- Meet with you and your staff to determine and record the program requirements of the Project.
- Develop conceptual floor and site plans indicating spaces and, if appropriate, flow diagrams.
- Develop outline specifications suitable in format and detail for use in Title I Grant Application if necessary.
- Develop Statement of Probable Construction Costs suitable in format and detail for use in Title I Grant Application if necessary.
- Provide project schedule indicating construction sequencing so that present functioning of the facility will not be unduly interrupted.
- Assist the City of Portland in preparing an application for Title I funding if necessary.

We are prepared to complete the aforementioned work within twenty-one days from date of notice to proceed.

Architects Atelier/Northwest will provide these services for a fixed fee of Three Thousand Dollars (\$3,000). Payments will be made for these services on a monthly basis, based on the percentage of work completed. Additional services, if approved in writing by you, will be billed at the following rates:

April 5, 1977

143523

- The Principals' time at the fixed rate of Thirty Dollars (\$30.00) per hour. For the purpose of this Agreement, the Principals are:

Donald L. Puderbaugh
Roderick J. Graham
Donald J. Stastny

- Employees' time (other than Principals) at a multiple of three (3.0) times the Employees' Direct Personnel Expense, as defined in Article 4, of AIA Document B 141, January, 1974 edition.
- Services of professional consultants at a multiple of one and fifteen-hundredths (1.15) times the amount billed to the Architect for such services.

Printing costs of the final report for distribution is not included. Those costs are considered reimbursable.

Should the Project proceed, and Architects Atelier/Northwest is selected to provide the complete architectural services for the Project, the above services shall constitute fifty percent (50%) of the Schematic Design Phase as defined in AIA Document B 141, January, 1974 edition.

If you find the above terms acceptable, this proposal shall form the basis for a Letter of Agreement, and necessary City Ordinance.

Sincerely,

ARCHITECTS ATELIER/NORTHWEST



Donald L. Puderbaugh, Partner

/ca

cc: Tom Welsh

Architects Architect

Planning

April 19, 1977

Mr. Tom Welsh
Department of Public Works
Room 556
400 SW 6th Avenue
Portland, Oregon 97204

Re: Stanton Yard Improvements

Dear Tom:

I have revised my schedule of April 13, 1977 to include two phases of work to enable "fastracking" in the event that Title I funds are granted. The two phases are:

- A. Feasibility Study for Total Improvements and Phase I (Stanton Building, Lower Level, West Side).

	Duration	Date	Approx. A/E Fees
1. Select A/E for Feasibility & Phase I	3 weeks		
- Advertise		4/27 '77	
- Selection		5/18 '77	
2. Negotiate Contract	3 weeks		
3. Feasibility Study	2 weeks		3,000
- Start		6/8/ 7	
- Complete		6/22 '77	
4. Owner Approval	1 week		
5. Remaining Schematic	1 1/2 weeks		1,230
- Start		6/29 '77	
- Complete		7/11 '77	
6. Design Development	2 1/2 weeks		3,280
- Start		7/12	
- Complete		7/28	
7. Construction Documents	5 weeks		6,560
- Start		7/29/77	
- Complete		9/2/77	
8. Owner Approval	3 weeks	9/22/77	
9. Bidding	3 weeks		820
- Advertise		9/23/77	
- Receive		10/14/77	
10. Owner Approval	4 weeks		
11. Construction	5 months		3,280
- Start		11/11/77	
- Complete		4/11/78	

B. Phase II (Kerby Building, Floors One and Two, Landscaping).

	Duration	Date	Approx. A/E Fees
1. Select A/E for Phase II	3 weeks		
- Advertise		9/23/77	
- Selection		10/14/77	
2. Negotiate Contract	3 weeks		
3. Remaining Schematic	2 weeks		2,223
- Start		11/4/77	
- Complete		11/18/77	
4. Design Development	3 weeks		5,928
- Start		11/18/77	
- Complete		12/9/77	
5. Construction Documents	6 weeks		11,856
- Start		12/9/77	
- Complete		1/20/78	
6. Owner Approval	3 weeks		
7. Bidding	3 weeks		1,482
- Advertise		2/10/78	
- Receive		3/3/78	
8. Owner Approval	4 weeks	3/31/78	
9. Construction	7 months		5,928
- Start		4/3/78	
- Complete		11/6/78	

Please note below that I have included separately the costs and dates for the equipment parking on the Borthwick Level (below the bridge ramps). The construction of this work could proceed prior to Phase I due to the less technical nature of the construction documents. Although to date you have not included any costs for A/E Services for this portion of the work, you may wish to do so for the Title I application. Once the feasibility study has been completed, we will be aware of the options available and will have chosen the correct one.

C. Borthwick Level Vehicle Parking.

	Duration	Date	Approx. A/E Fees
1. Select A/E Borthwick Level	3 weeks		
- Advertise		4/27/77	
- Selection		5/18/77	
2. Negotiate Contract	3 weeks		
3. Schematic	1 week		1,125
- Start		6/8/77	
- Complete		6/15/77	
4. Design Development	1 week		1,500
- Start		6/15/77	
- Complete		6/22/77	
5. Construction Documents	2 weeks		3,000
- Start		6/22/77	
- Complete		7/6/77	

April 19, 1977

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3. Borthwick Level Vehicle Parking (continued)

	Duration	Date	Approx. A/E Fees
6. Owner Approval	3 weeks		
7. Bidding	3 weeks		375
- Advertise		7/27/77	
- Receive		8/17/77	
8. Owner Approval	3 weeks		
9. Construction	3 months		1,500
- Start		9/7/77	
- Complete		12/7/77	

We have based our estimate of the Architectural fees on the following:

	Feasibility	Phase I	Phase II	Borthwick
- Direct Construction Costs	\$580,000	\$200,000	\$380,000	\$150,000
- A/E Fee Percentage	-0-	8.2%	7.8%	5%
- Total A/E Fee	\$ 3,000	*\$ 15,170	*\$ 27,417	*\$ 7,500

* These amounts are reduced by 50% of the amount of the Schematic portion per letter from Donald L. Puderbaugh to Richard O. Schmidt, dated April 5, 1977. The estimated A/E Fee Percentage increased over the previous estimates due to the separation of the work into two smaller packages. Usually, the smaller the scope, the higher the percentage.

- The Percentage of the A/E Fee per phase is as follows:

Schematic Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding Phase	5%
Construction Phase	20%

We hope this added breakdown will provide you with the additional information you needed.

Sincerely,

ARCHITECTS ATELIER/NORTHWEST

Donald L. Puderbaugh

/ca

cc: R.O. Schmidt

An Ordinance authorizing an agreement with Architects Atelier/Northwest to provide architectural services for a feasibility study for the remodeling of the first two floors of the Kerby Building at 2835 N. Kerby Avenue and the lower west portion of the Stanton Building; to provide schematics and a design development for renovation of the Stanton Yard Complex at a cost not to exceed \$3,000 for the feasibility study; \$1,230 for schematics; \$3,280 for Phase I design development; total agreement not to exceed \$7,510, authorizing warrants, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

- (1) That the Kerby and Stanton Buildings, 2835 N. Kerby Avenue, is in need of remodeling to provide space for consolidated stores, maintenance administration, upgrading under-utilized floor space, improvement of shop areas, incorporation of assembly space and the freeing of heated floor space for other uses in connection with the function of the Bureau of Maintenance;
- (2) The services of an architectural firm are required to perform a feasibility study, schematic design, and design development for redesign of the buildings; to develop outline specifications and Statement of Probable Construction Costs suitable in format and detail for use in Title I Grant Application;
- (3) Exhibit "A" is an appropriate form of agreement for said purposes;
- (4) Architects Atelier/Northwest should be retained

Now, THEREFORE, the Council directs:

- (a) An agreement similar in form to Exhibit "A" with Architects Atelier/Northwest for a feasibility study, schematic design and design development for Phase I of the Stanton Yard Complex at 2835 N. Kerby Avenue is authorized;
- (b) Warrants payable to Architects Atelier/Northwest, 813 SW Alder Street Portland, Oregon 97205, shall be charged to the Bureau of Maintenance (16612227/210), and not to exceed the total sum of \$7,510.
- (c) The Bureau Chief of the Maintenance Bureau must authorize each phase prior to Architects Atelier/Northwest proceeding to the next phase;
 1. notice to proceed may be given for the feasibility study, not to exceed \$3,000.
 2. after approval of the feasibility study notice to proceed may be given for Schematic Design, not to exceed \$1,230.
 3. upon acceptance and approval of the Schematic Design the Maintenance Bureau Chief is authorized to give notice to proceed for the Design Development phase, not to exceed \$3,280.

ORDINANCE No.

Section 2. The Council declares that an emergency exists because a delay in proceeding with the purchase may result in additional expense, and will unnecessarily deprive the City of the benefits of completion of the contract at an early date; therefore, this ordinance shall be in force and effect from and after its passage by the council.

Passed by the Council, APR 27 1977

Commissioner Connie McCready
April 22, 1977
Thomas A. Welch

Gene H. Pearson
Mayor of the City of Portland

Attest:

Samuel J. Johnson
Auditor of the City of Portland

Calendar No. 1290

ORDINANCE No. 143523

Title

An Ordinance authorizing an agreement with Architects Atelier/Northwest to provide architectural services for a feasibility study for the remodeling of the first two floors of the Kerby Building at 2835 N. Kerby Avenue and the lower west portion of the Stanton Building; to provide schematics and a design development for renovation of the Stanton Yard Complex at a cost not to exceed \$3,000 for the feasibility study; \$1,230 for schematics; \$3,289 for Phase I design development; total agreement not to exceed \$7,510, authorizing warrants, and declaring an emergency.

Filed APR 22 1977

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Gordon Orrell
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:

	Yeas	Nays
Ivancie	1	
Jordan	1	
McCready	1	
Schwab	1	
Goldschmidt	1	

FOUR-FIFTHS CALENDAR

Ivancie	
Jordan	
McCready	
Schwab	
Goldschmidt	

INTRODUCED BY

Comm. McCready

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety

Utilities

Works

BUREAU APPROVAL

Bureau:

Maintenance

Prepared By:

Date:

Thomas A. Welch 4/22/77

Budget Impact Review:



Completed



Not required

Bureau Head:

R.O. Schmidt, Bureau Chief

NOTED BY

City Attorney

City Auditor

City Engineer

Mike Lindberg
Mike Lindberg
Public Works Administrator