

## EXHIBIT A

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

CONTRACT NO. \_\_\_\_\_

**SHORT TITLE OF WORK PROJECT:**  
**Columbia Boulevard Wastewater Treatment Plant Support Facility**

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Skylab Architecture LLC, hereafter called Contractor. The City's Project Manager for this contract is James Bowen AIA.

**Effective Date and Duration**

This contract shall become effective on August 2, 2010. This contract shall expire, unless otherwise terminated or extended, on October 2, 2013.

**Consideration**

- (a) City agrees to pay Contractor a sum not to exceed \$521,926 for accomplishment of the work.  
 (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

**CONTRACTOR DATA AND CERTIFICATION**

Name (please print): \_\_\_\_\_ Skylab Architecture LLC  
 Address: \_\_\_\_\_ 1221 SW Alder St., Portland, OR 97205  
 Employer Identification Number (EIN) \_\_\_\_\_ 93-1285656  
 [INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]  
 City of Portland Business License # \_\_\_\_\_ 657799  
 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. Information not matching IRS records could subject you to 20 percent backup withholding.

**STANDARD CONTRACT PROVISIONS FOR  
 PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

**1. Access to Records**

The Contractor shall maintain, and the City of Portland ("City") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

**2. Audits**

- (a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.  
 (b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.  
 (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

### 3. **Effective Date and Duration**

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

### 4. **Order of Precedence**

This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the City, if any, and the Contractor's proposal in response to the RFP. Both the RFP and Contractor's proposal are hereby incorporated by reference. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contract's terms and conditions, b) the City's RFP, and c) the Contractor's proposal in response to the RFP.

### 5. **Early Termination of Agreement**

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

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

(c) Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

### 6. **Payment on Early Termination**

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination all of the Contractor's work product will become and remain property of the City.

### 7. **Remedies**

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.

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

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

### 8. **Subcontracts and Assignment**

Contractor 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 subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

### 9. **Compliance with Applicable Law**

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state and local laws and regulations including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the administrative rules. Contractor shall complete the INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT, which is attached hereto and by this reference made a part hereof.

### (a) **Indemnity - Claims for Other than Professional Liability**

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the City.

**(b) Indemnity - Claims for Professional Liability**

Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence of the City.

**(c) Indemnity - Standard of Care**

If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.

**10. Insurance**

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

- (a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

- (b) ☒ Required and attached or Waived by City Attorney: \_\_\_\_\_

General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract:

- (c) ☒ Required and attached or Waived by City Attorney: \_\_\_\_\_

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

- (d) ☒ Required and attached or Waived by City Attorney: \_\_\_\_\_

Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. If insurance coverage is provided on a "claims made" basis, the successful Proposer shall acquire a "tail" coverage or continue the same coverage for three years after completion of the contract, provided coverage is available and economically feasible. If such coverage is not available or economically feasible, contractor shall notify City immediately.

- (e) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
- (f) Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the City at the time contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause and 10-day non-payment clause that provides that the insurance shall not terminate or be cancelled without 30 days or 10 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**11. Ownership of Work Product**

All work products produced by the Contractor under this contract is the exclusive property of the City. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Contractor 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 Contractor 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. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor 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 Contractor is an architect, the work product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that work product.

**12. Nondiscrimination**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

**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 Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

**17. Governing Law**

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in 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 Purchasing Agent 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 License**

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

**20. Prohibited Interest**

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

**21. Payment to Vendors and Subcontractors**

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

**Merger Clause**

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**OPTIONAL PROVISIONS (selected by City Project Manager)****22. Arbitration: / X / Not Applicable / \_\_\_ / Applicable (consult with City Attorney's Office before finalizing as applicable)**

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any

litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

23. Progress Reports: / X / Applicable / \_\_\_ / Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, the STATEMENT OF THE WORK should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: / X / Applicable / \_\_\_ / Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in the STATEMENT OF THE WORK. The Contractor shall not change personnel assignments without the prior written consent of the City.

25. Subcontractors: / X / Applicable / \_\_\_ / Not Applicable

The City requires Contractors to use the Minority, Women and Emerging Small Business (M/W/ESB) subcontractors identified in their proposals, and as such the Contractor shall assign these subcontractors as listed in the STATEMENT OF THE WORK to perform work in the capacities designated. The Contractor shall not change subcontractor assignments without the prior written consent of the Purchasing Agent.

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## STATEMENT OF THE WORK AND PAYMENT SCHEDULE

### SCOPE OF WORK

The Contractor shall perform the tasks listed below for this project, and shall be expected to work closely with designated City personnel to accomplish this Scope of Work:

The Contractor shall begin work by leading a green design planning session and orientation meeting (or Eco-charette) with the Bureau of Environmental Services (BES) and the Bureau of Planning and Sustainability (BPS) to take place as soon as practical following execution of the contract. The Contractor and BES shall then develop and maintain a comprehensive schedule for all elements of the project.

#### A. Pre-Design: Program Development and Documentation Review

1. Review all available documents regarding previous studies and proposals. Some of the available studies may be preliminary in nature or incomplete and further investigation may be required for an adequate design response. The Contractor will advise BES Project Manager (PM) of the information needed.
2. A preliminary Program Statement will be provided for the development of Schematic Design studies. Review and make any recommendations for improvement. The tasks associated with the review/revision process may include: confirming space usage in the existing facilities; identifying and recommending improvements to current space usage; and preparing a revised program and adjacency diagrams for approval.
3. Prepare a detailed project schedule that identifies the necessary major tasks and/or benchmarks during the design process. Include the City's design review process(es) required for a building permit. Estimate the time required to accomplish each major task. Allow adequate time for City review at designated review benchmarks. The project schedule shall be updated monthly throughout the design process.
4. Participate in a project kick-off meeting with the Project Team to formulate a Design Statement in which major project goals and the means to implementation are identified. The Project Team includes the A/E design team, the BES Project Manager, the Bureau of Internal Business Services Facilities (BIBS Facilities) Project Manager and other BES staff representing the CBWTP and Engineering Services design and

construction staff (the future building tenants). Discussion of sustainability goals and the means of tracking them shall occur at this meeting. The Bureau of Planning and Sustainability may participate in this or other design meetings. This meeting will also be used to identify potential risk issues that could negatively impact the project budget or schedule. The Project Team shall help develop and implement strategies to mitigate these risk impacts.

5. Pre-design documentation shall include site analysis, code analysis, occupant needs, detailed budget, sustainability/LEED framework, and preliminary energy modeling.

**B. Site Planning and Design (SPD)**

1. Review Geotechnical report, Facilities master plan, site survey, subgrade features and plant technical data. Identify opportunities and constraints.
2. Conduct site analysis including asset inventory, view corridor identification, solar orientation, prevailing wind patterns and cycles, odor prevalence, existing site lighting, existing site grading and stormwater management, transportation connectivity, security, and pedestrian patterns. Identify opportunities and constraints.
3. Conduct interviews with key stakeholders, including plant management, plant personnel, community representative, education outreach alliance, and Smith and Bybee Lake trail constituent.
4. Initiate site anthropology study, study to include historic research, BES mission and identity research, existing BES educational component analysis, and city sustainability demonstration capabilities. Identify opportunities and constraints.
5. Investigate opportunities for connecting new site design elements and buildings to plant infrastructure. Identify opportunities and constraints.
6. Develop at least two (2) distinct preliminary Site Plans and building massing models that identify differing approaches to the project. The Contractor will present these alternatives to the Project Team with explanations for how each was derived. It is expected that both alternatives will be good solutions to the design problem and that the final Site Plan may include elements from both preliminary designs. Include discussions of cost in relation to budget adherence in the presentation of each design. Show or otherwise describe preliminary components and construction materials.
7. Conduct a workshop with the Project Team. The workshop will serve to discuss the developed materials, ideate on other potential opportunities, define the site program, and gain consensus towards a chosen solution.
8. Refine site alternatives into one plan taking into consideration ideas generated through the workshop process. In this plan generate a phasing plan, a comprehensive site lighting approach, a stormwater management strategy, an educational sequence of components, and opportunities for the RACC installation.
9. Create cost estimate for refined site plan.
10. Create summary document of Site Planning and Design process and findings, present to the Project Team for final review.
11. Participate in owner-initiated RACC process.

**C. Schematic Design Phase (SD)**

1. Develop adjacency diagrams, bubble diagrams, and block diagrams as necessary to fully understand the relationships between the various functions and operational spaces, and of any other components of the project and their surrounds. These diagrams should illustrate how the programmatic and operational requirements of the project will be met.
2. Develop at least two (2) distinct, well thought out, and complete preliminary Schematic Designs that satisfy the program requirements for the project. The Contractor will present both alternatives to the Project Team with full explanations for how each was derived. It is expected that both alternatives will be good solutions to the design problem and that the final Schematic Design may include elements from both preliminary designs. Include discussions of cost in relation to budget adherence in the presentation of each design. Show or otherwise describe preliminary selections of major building systems and construction materials.
3. From the responses to the preliminary Schematic Designs, prepare a semi-final Schematic Design for the project and review it informally with the Project Managers from BES and BIBS Facilities.
4. Integrate information from the Project Managers' review into a single, final Schematic Design and present it to the Project Team. Obtain written approval from the BES Project Manager prior to proceeding with Design Development drawings and specifications.

5. Integrate RACC solution into Schematic Design process.
6. Provide a preliminary cost estimate prepared by a professional cost estimator including a value engineering (VE) proposal, simple life cycle analysis (LCA) and cost information that addresses durability and maintenance of major materials for review by the Project Team at the same time as the final Schematic Design.
7. Provide design and project management services as required to assist and support the effort to obtain a building permit. This may require preliminary meetings with the City's Bureau of Development Services (BDS). BES will pay the BDS charge for the building permit.
8. Perform all necessary tasks and provide documentation as requested or as required for LEED™ certification at the Gold level. The Contractor may be asked to suggest and/or implement additional appropriate sustainable design strategies for consideration by both the BES and BIBS Facilities Project Managers and shall report on the progress and implementation of LEED™ and other sustainable strategies at design meetings.
9. Schematic Design documentation shall include site planning, building design, system design, preliminary specifications, cost estimating, sustainability/LEED development, and energy modeling.

D. Design Development Phase (DD)

1. Upon approval of the Schematic Design by the BES Project Manager, proceed with Design Development documents.
2. Provide all documentation necessary to describe the scope, existing systems and new system relationships, appearance of the project, and all landscape, architectural, structural, mechanical and electrical systems by means of plans, sections, elevations, typical construction details, and equipment layouts.
3. Integrate RACC solution into design development process.
4. Develop specifications that identify major materials and systems, and establish, in general, their quality levels.
5. Prepare a semi-final set of DD documents and informally review with the Project Managers from BES and BIBS Facilities.
6. Integrate information from the Project Managers' review into a single, final set of Design Development documents and present it to the Project Team. Obtain written approval from the BES Project Manager prior to proceeding with Construction Documents.
7. Provide a revised cost estimate prepared by a professional cost estimator including a value engineering (VE) proposal, simple life cycle analysis (LCA) and cost information that addresses durability, maintenance and constructability issues for review by the Project Team at the same time as the final Design Development documents.
8. In addition to the estimate provided by the Contractor, BES may engage the services of an independent estimating consultant. The Contractor shall cooperate fully with the independent estimating consultant, as required.
9. Provide design and project management services as required to assist and support the effort to obtain an approved Conditional Use Master Plan Major Amendment – Type III Review. BES will draft, submit, and expedite the application, as well as pay the fees for the Land Use Review Process.
10. Provide design and project management services as required to assist and support the effort to obtain a building permit. This may require preliminary meetings with the City's Bureau of Development Services (BDS). BES will draft, submit, and expedite the application, as well as pay the BDS charge for the building permit.

11. Design Development documentation shall include building design, detailed system engineering, code review, project specifications, cost estimating, sustainability/LEED goal evaluation, refined energy modeling.

E. Construction Documents Phase (CD)

1. Provide Construction Documents drawings and specifications based upon the DD documents approved by BES Project Manager.
2. Integrate RACC solution into construction documents.
3. These documents shall describe in adequate detail all aspects of the construction of the project. CD's should be clear and complete in order to keep change orders to a minimum.
4. CD's shall be submitted for review to Project Managers for BES and BIBS Facilities at 50% and 95% completion. At the time of submittals, the Contractor shall submit a list of issues needing resolution, information needed from the City, and a review of deadlines to be met in order to stay on schedule.
5. Provide a 95% cost estimate prepared by a professional cost estimator and a construction schedule for review by the Project Team at the same time as the 95% Construction Documents submittal. The schedule shall include construction milestones and all tasks to be performed by the Design Team during the Construction Phase.
6. Provide design and project management services as required to assist and support the effort to obtain a building permit. Includes two (2) meetings with the City's Bureau of Development Services (BDS). BES will pay the BDS charge for the building permit.
7. Construction documentation shall include building design, detailed engineering, system design, project specifications, cost estimating, sustainability/LEED goal evaluation, and refined energy modeling.

F. Bid Phase (B)

1. The Contractor shall attend the pre-bid and pre-construction meetings. Contractor shall respond to any substitution requests and may be asked to provide additional information to bidders during the bid phase.
2. The Contractor shall submit the final and complete CD's to the BES Project Manager. Drawings shall be submitted as both a complete unbound paper set and a complete digital scanned set. Specifications shall be submitted as a complete unbound paper set and a complete digital set. Utilize the Construction Specifications Institute (CSI) MasterFormat™ 2004 for specifications. BES will be responsible for adding Division 0 and other supplemental contract conditions (see Part I, Section B.2). BES will print out the bid sets and make them available to prospective bidders.

G. Construction Administration Phase (CA)

1. The Contractor shall perform timely site visits and observe construction to the degree necessary and as required to ensure conformance with the CDs. The Contractor shall attend construction meetings and perform ongoing A/E tasks (requests for information, review change order requests, approve contractor payment applications, prepare field reports, etc.) during construction as required to implement the project.
2. Provide full CD drawing sets as requested above on AutoCAD, or compatible software with AutoCAD, release 2010, on compact disks for use in future projects undertaken by BES. These drawings will become the property of BES at the end of the project. The Contractor shall be released from responsibility for future work done using these drawings not directly involving the Contractor. Drawings shall conform to BES standards and file naming conventions, as provided by BES.
3. Integrate installation of RACC solution into construction process.
4. Provide complete as-built record drawings.



5. Construction administration services shall include site observation; processing submittals, RFIs, change orders, pay requests; LEED coordination; commissioning and post occupancy monitoring; punch list; and owners manual/as-built documentation.

H. Space Planning and Furniture Design and/or Specification Services (SP+F)

1. Interview building occupants regarding their space requirements, preferences, adjacencies, and desires. Identify opportunities and constraints.
2. Inventory existing furniture, fixtures, and equipment (SP+F). Identify any assets that will or may be utilized in the new facility.
3. Develop initial furniture schedule and budget based on research.
4. Conduct preliminary product investigation (SD) including existing facility brand alignments (Herman Miller, etc.) and other potential brands of product. Present findings to Project Team.
5. Develop creative furniture strategy (DD) including workspace solutions, common area furnishings, and potential custom pieces or system modifications. Each item will have a minimum of two (2) options for Project Team review and selection.
6. Finalize furnishings specification, Space Plan, and budget, deliver package to BES for purchasing.
7. Support the BES as requested in drawing (CD), developing, purchasing, or procuring custom or factory produced furnishings. If requested these services will be conducted hourly in addition to the contract amount.
8. Review installation of product on site. Create installation punch list, Coordinate final product positioning, and adjust plan to As-Built condition. Submit final plan and punchlist to BES.

I. LEED™ Certification/Green Design Requirements:

1. Contractor will work with BES and BPS to identify specific green design opportunities throughout the project.
2. Contractor will be responsible for LEED™ project registration and submitting the LEED™ application with the U.S. Green Building Council. Although it is not a requirement, Contractor is encouraged to become a member of the U.S. Green Building Council (USGBC).
3. Contractor will take the lead in coordinating and documenting LEED™ green design aspects of the project.
4. Throughout the design and construction of the project Contractor shall work with project contractors to provide BES with periodic updates of the LEED™ scorecard and related documentation required as part of LEED™ certification.
5. At a minimum, all new City-owned facilities construction projects must meet the following requirements:
  - 85% recycling of construction, remodeling and demolition waste.
  - 30% water savings beyond the Energy Policy Act of 1992 baseline code requirements.
  - Use no potable water for building-related landscape irrigation, except for the first two years to establish plantings.
  - 30% energy cost savings beyond applicable LEED baseline requirements.
  - Employ building commissioning strategies as required by the State of Oregon Department of Energy to be eligible for the Sustainable Building Business Energy Tax Credit.
  - An ecoroof covering at least 70% of the roof and high reflectance Energy Star-rated roof material on remaining roof areas, where practical. Compliance with all other requirements of the Stormwater Management Manual.
  - On-site renewable energy systems will be incorporated into the design and construction of all new City-owned facilities, as practical or as required by the State including the required 1.5% for solar energy generation.

## J. Additional Services

The following services are not included in the Project Fee Schedule below. If requested, by written amendment to this contract, services will be performed on a time and materials basis, using billing rates current as of the time of the amendment.

- Survey and geotechnical reports
- Traffic Studies
- Hazardous Materials / environmental Analysis
- Contractor will prepare a detailed meeting and project schedule during the PD phase. Once a detailed meeting schedule has been mutually agreed to by the Project Team, the quantity of meetings included in basic services will become fixed. Should substantial meetings be required outside those included in the PD schedule additional fees will need to be addressed.
- Four (4) Project team workshops are included in basic services. Workshops requested beyond this amount will be an additional service
- PBOT / ODOT Right of way Approval process
- BDS Design Review Approval process
- Building Code Appeal Applications and fees
- Permit application drafting, submitting, expediting services as well as Permit fees
- Additional Consultants required or requested other than those identified in contract
- Contractor will provide support for the LUR process including 2 public outreach meetings. BES will manage and develop presentation materials for these meetings. If requested the Contractor will provide these services as an additional service.
- Program revisions after the start of the Construction Document Phase
- Value Engineering services after the Construction Document Phase of work that adjust the construction budget by more than 5% of the project cost.
- Value Engineering after the Bidding Phase of work
- 3D renderings by outside consultant for marketing / demonstration purposes
- 3D physical Model for marketing / demonstration purposes
- Multiple bid packages beyond that described in the above scope of work
- CA services assume project management and one part time support person for a period not to exceed 12 months of construction. Should Construction require significantly more time or go beyond a 12 month time frame additional fees will need to be addressed.
- Move-in Coordination
- Enhanced commissioning

## **WORK PERFORMED BY THE CITY**

The following tasks will be performed by the City:

- BES will provide all portions of Division 0 of the Project Manual or specifications regarding Construction Contract Compliance, and General Conditions and Supplemental Conditions for the Contract for Construction.
- BES will hire additional consultants to provide specialized expertise as deemed necessary, such as survey and geotechnical information.
- Available existing reports regarding past investigations and studies related to the project will be provided to Contractor, but may not provide sufficient information necessary for adequate design decisions.
- The City of Portland's Bureau of Technology Services (BTS/COMNET) will provide to Contractor the "City of Portland Standards" document (Document). Contractor will design and specify voice/data pathways and conduits in accordance with the Document standards, and the BTS/COMNET review of 50% complete CD drawings. BTS/COMNET will hire a cabling contractor to complete the actual work. A BTS/COMNET representative will be available for coordination of the work as requested.

- BES may involve staff from BPS to assist with identifying and implementing green design opportunities throughout the project; however, the BES Project Manager remains the principal contact and decision-making authority for this project.
- The BES Project Manager will: provide copies of available construction drawings for the existing site conditions and buildings on the CBWTP campus to Contractor as requested. These documents may be incomplete or outdated and should be used for reference only, unless otherwise indicated by the BES Project Manager.
- The BES Project Manager will process all necessary documentation such as ordinances, reports to council, change orders, and payment requests; and provide meeting and project coordination as necessary.
- BES staff will coordinate all public outreach. Contractor will be required to attend up to two open house meetings as part of the public outreach.

### CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
Jeff Kovel	Principal Design Architect
Brent Grubb	Project Architect & Manager

### SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
Galen Omhart - Solarc	Principal Architect, Project Manager
Gene Johnson - Solarc	PIC Engineering - Mechanical
Peter Reppe - Solarc	Sr. Energy Analyst/ LEED Administrator
Lyle Jensen - Solarc	Sr. Electrical Energy Engineer
Phil Roach - Solarc	Sr. Plumbing Designer
John Alberte - Solarc	Integrated Commissioning Agent
Ella Mills - Biella Lighting	Principal Lighting Designer
John McDonald - Catena	PIC Structural Engineering
Jared Lewis - Catena	PM Structural Engineering
Jonathan Beaver - 2.ink Studio	Principal Landscape Architect
Melinda Graham - 2.ink Studio	Principal Landscape PM
Ken Vigil - Vigil-Agrimis	Water Resources Engineering Lead
Adam Zucker - Vigil-Agrimis	Water Resources Engineer
Stan Pszczolkowski - Arch. Cost Consultants	Principal Cost Consultant
Don Rood - The Felt Hat	Principal Design Strategist

The Contractor cannot substitute members of the A/E team working with the City without notification to, and written permission from, the City.

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

### COMPENSATION

Contractor shall be paid the not to exceed amount of \$521,926. The Contractor will be paid based on its hourly rates, costs incurred in paying its subcontractors, if any, plus any authorized expenses, as set forth in more detail below. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by the contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

Final payment will be tied to the completed submittal of the LEED™ application to the U.S. Green Building Council.

### Hourly Rates

The billing rates shall not exceed those set forth below.

#### **Contractor Hourly Rates**

##### **SKYLAB ARCHITECTURE LLC**

Principal Architect	\$150
Project Architect & Manager	\$95
Interior Designer	\$85
Production Architect	\$75
Administration	\$50

#### **Subcontractor Hourly Rates**

##### **SOLARC ARCHITECTURE AND ENGINEERING**

Principal Architect, Project Manager	\$150
Principal-in-Charge Engineering, Mechanical	\$150
Senior Energy Analyst / LEED Administrator	\$120
Senior Electrical Engineer	\$120
Senior Plumbing Engineer	\$120
Senior Mechanical Engineer	\$120
Technical Architect	\$120
Technical Administration	\$100
Mechanical / Plumbing Technical	\$85
Principal Energy Analyst	\$150
Senior Energy Analyst	\$120
Energy Analyst	\$65
Integrated Commissioning Agent	\$100

##### **CATENA CONSULTING ENGINEERS**

Principal-in-Charge Structural Engineering	\$140
Project Manager Structural Engineering	\$122
Structural Engineer	\$105

##### **BIELLA LIGHTING**

Principal Lighting Designer	\$100
Designer	\$75

##### **2.ink STUDIO LANDSCAPE ARCHITECTURE**

Principal Landscape Architect	\$100
Principal Landscape Project Manager	\$75

##### **VIGIL AGRIMIS INC. CIVIL ENGINEERING**

Water Resources Engineering Lead	\$140
Water Resources Engineer	\$110
Water Resources Designer	\$85

##### **ARCHITECTURAL COST CONSULTANTS**

Principal Cost Consultant	\$133
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##### **STRATEGY PLANNING & PUBLIC OUTREACH**

Principal Design Strategist	\$200
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**Project Fee Schedule**

1. Building Construction Budget Estimate	\$2,500,000
Site Budget	\$1,750,000
Interiors FFE Budget	\$200,000
2. Skylab Architecture	
Architecture	\$115,000
Space Planning And Furniture Specifications	<u>\$30,000</u>
	\$145,000
3. Consultants	
Solarc A/E Project Management	\$35,000
Catena Structural Engineer	\$22,005
Solarc Mechanical & Plumbing	\$57,340
Solarc Electrical	\$19,920
Biella Lighting	\$12,500
Solarc Energy Modeling	\$21,420
Solarc Commissioning	\$22,600
Architectural Cost Consultant	\$12,768
Leed Consultant	\$24,260
Leed - Design Team Documentation	<u>\$22,240</u>
	\$250,053
4. Consultant Markup 5%	\$12,503
5. Leed Registration & Application	
Leed Registration	\$900
Leed Application	<u>\$3,220</u>
	\$4,120
6. Total Building Fee with Leed Services	\$411,676
7. Site Planning and Design	
Skylab Architecture	\$15,000
8. Site Planning Consultants	
Solarc A/E Project Management	\$5,000
Vigil Agrimis Civil Engineer	\$12,505
The Felt Hat Strategic Planning	\$12,600
Solarc Engineering	\$7,500
2.Ink Landscape Architecture	\$26,443
Biella Lighting	<u>\$5,000</u>
	\$69,048
9. Consultant Markup 5%	\$3,452
10. Total Site Planning Fee	\$87,500

## 11. Estimated Reimbursable Costs

Skylab Architecture Reimbursables	
Photocopying / Reproduction / Courier and Delivery	\$3,000
Presentation Boards	\$2,000
Presentation Rendering	\$3,500
Model Supplies	\$500
Material Samples	<u>\$500</u>
Reimbursable Subtotal	\$9500
Consultant Reimbursables	
Solarc Architecture and Engineering Workshops	\$10,000
Biella Lighting	\$300
The Felt Hat Strategic Planning	\$500
Vigil Agrimis Civil Engineer	\$500
2.Ink Landscape Architecture	<u>\$1950</u>
Reimbursable Subtotal	\$13,250
<b>Total Estimated Reimbursables</b>	<b>\$22,750</b>

**BES Multiplier Policy**

The multiplier applied to salaries shall not exceed 3.1. The multiplier shall include the following non-reimbursable expenses: fringe benefits, payroll bonuses, autos and other defined perquisites, telecommunications, facsimile services, overhead expenses including but not limited to local and long distance telephone, parking, delivery/courier, general business and professional liability insurance, advertising costs, postage, internal copying, lease of office equipment, mileage and other local travel costs, information technology (including computer time and CAD services and other related highly specialized equipment), all other direct costs not identified as reimbursable, other indirect costs and profit.

**Standard Reimbursable Costs**

The following costs will be reimbursed without mark-up.

- Out-of-Town Travel. Travel (transportation, lodging and per diem) of Consultant and/or experts when specified in the contract or requested by BES, directly attributed to specific tasks and when to a location outside a 100 mile radius of Consultant's project office. Travel costs will be reimbursed in accordance with the City's Travel Expense Guidelines which are based on the General Services Administration (GSA) per diem rates.
- Photocopying/Reproduction Costs. Reproduction of required drawings, reports, specifications, bidding documents, in excess of the number required as part of the contract excluding the cost of reproduction for Consultant's or sub's own use.

**Subconsultant Costs**

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The markup on subconsultant services for this contract is 5%.

**Adjustment of Hourly Rates Due to Inflation**

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.

**Progress Payments**

On or before the 15<sup>th</sup> of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. 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 Contractor shall also attach photocopies of claimed reimbursable expenses, if applicable. The Project Coordinator 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 Contractor 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 invoice, 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 Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the City to Contractor.

**PAYMENT TERMS: Net 30 Days****ATTACHMENTS:**

- Fee Matrix
- Project Schedule

## INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

**SECTION A**

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

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_ Entity \_\_\_\_\_

**If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.**

**SECTION B**

**ORS 670.600 Independent contractor 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 contractor" 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

**SECTION C**

Independent contractor certifies he/she meets 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 contractor 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. Contractor 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.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



**CONTRACTOR 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 Contractor 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 contractor as defined in ORS 670.600.

**SKYLAB ARCHITECTURE LLC**

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

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

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

Contract No. \_\_\_\_\_

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

**CITY OF PORTLAND SIGNATURES:**By: \_\_\_\_\_  
Bureau Director

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

By: \_\_\_\_\_  
Chief Procurement Officer

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

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

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

Approved:

By: \_\_\_\_\_  
Office of City Auditor

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

Approved as to Form:

By: \_\_\_\_\_  
Office of City Attorney

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

# Columbia Boulevard Wastewater Treatment Plant Support Facility

Preliminary Project Schedule	DESIGN PHASE										CONSTRUCTION PHASE											
	2010										2011											
	August	September	October	November	December	January	February	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan				
DESIGN PHASE																						
Site Planning - 14 weeks																						
Cost Estimate *	Workshop 1	*		*																		
Owner Review - 2 weeks																						
Programming - 8 weeks																						
Cost Estimate *	Workshop 1	*																				
Owner Review - 2 weeks																						
Schematic Design - 8 weeks																						
Cost Estimate *																						
Owner Review - 2 weeks																						
Energy Modeling																						
Design Development - 8 weeks																						
Cost Estimate *																						
Owner Review - 2 weeks																						
Energy Modeling																						
Type 3 Site Plan Mod. 14 weeks *																						
Construction Documents - 12 weeks																						
Cost Estimate *																						
Owner Review - 2 weeks																						
Energy Modeling																						
Design Phase Cx																						
CONSTRUCTION PHASE	August	September	October	November	December	January	February	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan				
Bidding - 10 weeks																						
Permitting - 10 weeks																						
Construction - 8 months																						
TOTAL TIME LINE - 17 Months	* Delay in the type 3 modification could adversely impact the construction schedule																					

PROJECT: Columbia Boulevard Wastewater Treatment Plant Support Facility  
 PRIME CONSULTANT: Skylab Architecture LLC  
 DATE: 9 June, 2010  
 FEE TYPE: Lump Sum

TASKS		Skylab Architecture Team																							
		Architectural					Arch PM			Mechanical / Plumbing			Electrical			Structural			Lighting			Landscape			
		Principal \$150	Project Architect \$95	Production Architect \$75	Interior Designer \$85	Admin \$50	Tech \$100	Arch Tech \$120	Arch PM \$150	Principal \$150	Senior Engineer \$120	Engineer \$85	Principal \$150	Senior Engineer \$120	Designer \$75	Principal \$140	Associate \$122	Engineer \$105	Principal \$100	Senior Engineer \$75	Designer \$75	Principal \$95	LA/Tech \$68	Admin \$50	Principal \$140
Phase 1 Programming / Conceptual Design																									
a	Client Meetings	6	6					3	4	2			2					2							
b	Site Visits	4	4					2	2	2	2		2					1							
c	Calculations	8	8						2	2	2					1									
d	Drawings	8	8																						
e	Specifications																								
f	Reports, Memos and Correspondence		8			3			2	2	4		2			1	1		3						
g	Cost Estimating							2																	
h	Project Management	8	16					12								1									
i																									
j																									
Subtotal Hours by Person		34	50	0	0	3	0	2	10	8	8	0	8	0	3	1	0	6	0	0	0	0	0	0	0
Subtotal Cost by Person		\$ 5,100	\$ 4,750	\$ -	\$ -	\$ 150	\$ -	\$ 240	\$ 1,500	\$ 960	\$ 680	\$ -	\$ 960	\$ -	\$ 420	\$ 122	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 10,000					\$ 2,790			\$ 3,140			\$ 960			\$ 542			\$ 600						
Phase 2 Schematic Design																									
a	Client Meetings	6	6					8	8				2		2			4							
b	Site Visits	2	2					2			2		2												
c	Calculations	2	2						2	2	16		4			1	4		3						
d	Drawings	16	40	60				4	2	8	16		12			1	4		8						
e	Specifications	8	8		24			8			4							2							
f	Reports, Memos and Correspondence	2	8			3			1	2	8		2			1		1							
g	Cost Estimating	2	1					8	4	2			2					1							
h	Project Management	2	12													1									
i																									
j																									
Subtotal Hours by Person		40	79	60	24	3	0	20	17	14	46	0	24	0	6	8	0	19	0	0	0	0	0	0	0
Subtotal Cost by Person		\$ 6,000	\$ 7,505	\$ 4,500	\$ 2,040	\$ 150	\$ -	\$ 2,400	\$ 2,550	\$ 1,680	\$ 3,910	\$ -	\$ 2,880	\$ -	\$ 840	\$ 976	\$ -	\$ 1,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 20,195					\$ 7,050			\$ 8,140			\$ 2,880			\$ 1,816			\$ 1,900						
Phase 3 Design Development																									
a	Client Meetings	6	6					4	8				2		2			4							
b	Site Visits	2	2							2	2														
c	Calculations	2	2						2	4	16		4				8	16	5						
d	Drawings	16	40	80				4	2	8	24		16			1	6	8	10						
e	Specifications	4	8		40		8	16		4	12		8					8							
f	Reports, Memos and Correspondence	2	8			3			4	2	8		2			2	2		1						
g	Cost Estimating	2	2					8	4	2	4		2					2							
h	Project Management	2	12													1									
i																									
j																									
Subtotal Hours by Person		36	80	80	40	3	8	28	20	20	66	0	32	0	6	18	24	30	0	0	0	0	0	0	0
Subtotal Cost by Person		\$ 5,400	\$ 7,600	\$ 6,000	\$ 3,400	\$ 150	\$ 800	\$ 3,360	\$ 3,000	\$ 2,400	\$ 5,610	\$ -	\$ 3,840	\$ -	\$ 840	\$ 2,196	\$ 2,520	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 22,550					\$ 6,260			\$ 11,010			\$ 3,840			\$ 5,556			\$ 3,000						
Phase 4 Construction Documents																									
a	Client Meetings	8	8					6	8	2			6			2	4		4						
b	Site Visits	2	2																						
c	Calculations	2	4					4	2	4	16		8			1	10	24	5						
d	Drawings	24	40	160				8	8	16	40		20			2	8	16	12						
e	Specifications	16	16		40		10	8	2	6	24		14				2		12						
f	Reports, Memos and Correspondence	2	8			6			8	2	8		2			1	2		3						
g	Cost Estimating	1	2					8	2	2	12		4						6						
h	Project Management	12	24						8							2									
i	Power Study																								
j	Energy Incentive Applications (BETC, ETO, Fed)																								
k																									
l																									
Subtotal Hours by Person		67	104	160	40	6	10	28	38	32	100	0	54	0	8	26	40	42	0	0	0	0	0	0	0
Subtotal Cost by Person		\$ 10,050	\$ 9,880	\$ 12,000	\$ 3,400	\$ 300	\$ 1,000	\$ 3,360	\$ 5,700	\$ 3,840	\$ 8,500	\$ -	\$ 6,480	\$ -	\$ 1,120	\$ 3,172	\$ 4,200	\$ 4,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 35,630					\$ 8,560			\$ 18,040			\$ 6,480			\$ 8,492			\$ 4,200						
Phase 5 Bidding / Permitting																									
a	Pre-Bid Meeting	4	3					1		2	2						2		1						
b	Other Bid Work	8	16					2		3	12		4				2		5						
c	Permitting	8	16					4	1	4	8		4			1	3	1							
Subtotal Hours by Person		20	35	0	0	0	0	0	7	1	9	22	0	8	0	1	5	3	6	0	0	0	0	0	0
Subtotal Cost by Person		\$ 3,000	\$ 3,325	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050	\$ 150	\$ 1,080	\$ 1,870	\$ -	\$ 960	\$ -	\$ 140	\$ 610	\$ 315	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 6,325					\$ 1,050			\$ 3,100			\$ 960			\$ 1,065			\$ 600						
Phase 6 Construction Administration																									
a	Pre-Construction Meeting	4	4					2		2	2		4				2		2						
b	Site Visits / CA (32 site visits)	12	24						4	4	4		4			2	6	4							
c	Submittal Log and Submittal Reviews	4	24				</																		

		\$ 17,300					\$ 9,290					\$ 12,790					\$ 4,320					\$ 4,202					\$ 2,200																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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Phase 9 Site Planning																									
a	Client Meetings	4	4						4	4	2			2				4			4	4			
b	Site Visits	2	2						2	2	1			1				2			4	4			
c	Review Documentation	4	4					1	2	2	2			2				2			4	4			
d	Site Analysis	5	6				2	2	2	2	2			2				2	2		8	16			
e	Interview Constituents	2	8						2	1				1				2	2		8	12			
f	Site Anthropology	8	2						2												8	8			
g	Initiate RACC program	2	2				1	4										1			8	8	1		
h	Eco-district Analysis	2	5						4	2	6			1							8	8			
i	Develop Site Alternates	11	8	12					2	1				1				8	6		32	45			
j	Refine Site Design	8	8	13					2	1				1				8	6		32	45			
k	Reports, Memos and Correspondence	2	2			2			5	1	1			1				4	4		8	12	12	2	
l	Cost Estimating	2	2				2	1	4	2	1			1							8	12	2	2	
m	Project Management		2						5									2			3	8	4	2	
Subtotal Hours by Person		52	55	25	0	2	2	5	28	25	14	6	0	13	0	0	0	35	0	20	135	186	19.405	6	
Subtotal Cost by Person		\$ 7,800	\$ 5,225	\$ 1,875	\$ -	\$ 100	\$ 200	\$ 600	\$ 4,200	\$ 3,750	\$ 1,680	\$ 510	\$ -	\$ 1,560	\$ -	\$ -	\$ -	\$ 3,500	\$ -	\$ 1,500	\$ 12,825	\$ 12,648	\$ 970	\$ 840	
		\$ 15,000				\$ 5,000				\$ 5,940				\$ 1,560				\$ 5,000				\$ 26,443			

Phase 10 Space Planning and Furniture					
a	Research + programming	16	8	16	80
b	Space planning + specification	16	8	16	80
c	CLM + presentation + deliverables	16	8	13	40
Subtotal Hours by Person		47	24	46	202
Subtotal Cost by Person		\$7,050	\$ 2,280	\$ 3,450	\$ 17,170
		\$ 30,000			

Civil		LEED Consultant /Documentation			Energy			Cx	Cost	Planning		Total	Cost	Phase \$	Phase %
Senior Engineer	Designer	Principal	Senior Analyst	Analyst	Principal	Senior Analyst	Analyst	Senior Cx Agent	Cost Estimator	Strategy					
\$110	\$85	\$150	\$100	\$65	\$150	\$120	\$65	\$100	\$133	\$200					
		8	8		4	2	4					51		\$ 25,092	7%
				8								27			
				32								57			
												16			
												0			
				16								42			
												2			
		2				1						40			
0	0	8	10	56	4	3	4	0	0			235			
\$ -	\$ -	\$ 1,200	\$ 1,000	\$ 3,640	\$ 600	\$ 360	\$ 260	\$ -	\$ -	\$ -		\$ 25,092			
				\$ 5,840	\$		\$ 1,220							\$ 55,693	15%
									6	2		44			
												10			
			16	32	2	2	60					148			
												171			
												54			
						1	32			7		74			
										18		38			
			2									32			
0	0	0	18	32	2	3	92	0	24	9		571			
\$ -	\$ -	\$ -	\$ 1,800	\$ 2,080	\$ 300	\$ 360	\$ 5,980	\$ -	\$ 3,192			\$ 55,693			
				\$ 3,880	\$		\$ 6,640							\$ 70,232	19%
									8			42			
												8			
			16	32	2	2	40					151			
			16									235			
								20				128			
						4	4	8				50			
			16						24			66			
			2									19			
0	0	0	50	32	2	6	44	28	32	0		699			
\$ -	\$ -	\$ -	\$ 5,000	\$ 2,080	\$ 300	\$ 720	\$ 2,860	\$ 2,800	\$ 4,256	\$ -		\$ 70,232			
				\$ 7,080	\$		\$ 3,880	\$ 2,800	\$ 4,256					\$ 114,802	31%
									8			56			
								2				6			
			40	40	2	4	80					246			
			40									394			
			40									190			
								16				70			
			24						32			93			
			2			2						60			
					2	4	32					38			
0	0	0	146	40	4	10	112	18	40	0		1153			
\$ -	\$ -	\$ -	\$ 14,600	\$ 2,600	\$ 600	\$ 1,200	\$ 7,280	\$ 1,800	\$ 5,320	\$ -		\$ 114,802			
				\$ 17,200	\$		\$ 9,080	\$ 1,800	\$ 5,320					\$ 14,620	4%
			8	8				2				33			
												52			
												50			
0	0	0	8	8	0	0	0	2	0	0		135			
\$ -	\$ -	\$ -	\$ 800	\$ 520	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ -		\$ 14,620			
				\$ 1,320	\$		\$ -	\$ 200	\$ -					\$ 79,682	22%
			24					10				56			
								22				110			
			16					18				111			
			16					80				207.41			
			16									132			
								40				64			
								8				8			
		2	16	32	4										
0	0	2	88	32	4	0	0	178	0	0		775.41			
\$ -	\$ -	\$ 300	\$ 8,800	\$ 2,080	\$ 600	\$ -	\$ -	\$ 17,800	\$ -	\$ -		\$ 79,682			

183966

\$ 11,180 \$ 600 \$ 17,800 \$ -												\$ 4,932	1%
0	0	0	0	0	0	0	0	0	0	57	57		
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 4,932		
												\$ 365,053	100%
0	0	10	320	200	16	22	252	226	96	9	3625.41	Hours	
\$ -	\$ -	\$ 1,500	\$ 32,000	\$ 13,000	\$ 2,400	\$ 2,640	\$ 16,380	\$ 22,600	\$ 12,768	\$ -			
		\$ -		46,500	\$		21,420	\$ 22,600	\$ 12,768	\$ -		\$ 365,053	
0%	0%	0%	9%	4%	1%	1%	4%	6%	3%	0%			
	0%			13%			6%	6%	3%	0%		100%	
												\$ 84,048	23%
4	1									4	41		
2	2									4	28		
4	2									4	37		
4	2									4	59		
4	2									4	48		
4	2									4	46		
										12			
										4			
8	12									2			
8	12									4			
8	12									6			
8	8									8	80		
4	2									2	47		
4										5	35.405		
62	57	0	0	0	0	0	0	0	0	63	810.405		
\$ 6,820	\$ 4,845	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,600		\$ 84,048	
	12,505									\$ 12,600			

BUILDING - Skylab Fees	\$	115,000
SITE PLANNING - Skylab Fees	\$	15,000
SPACE PLANNING AND FURNITURE- Skylab Fees	\$	30,000
TOTAL BUILDING, SITE PLANNING, SPACE PLANNING & FURNITURE-Skylab Fees	\$	160,000
CONSULTANT FEES	\$	319,101
CONSULTANT FEES 5% MARKUP	\$	15,955
TOTAL BUILDING AND SITE FEES	\$	495,056