

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

**CONTRACT NUMBER 30000091**

**TITLE OF WORK PROJECT**

**A/E Services for City Hall Roof Replacement, Mechanical Unit Replacement,  
Exterior Surfaces Cleaning and Balustrade Repair**

This contract is between the City of Portland ("City," or "Bureau") and Architectural Resources Group, Inc. hereafter called Consultant. The City's Project Manager for this contract is Randi Selleck.

**Effective Date and Duration**

This contract shall become effective on April 1, 2016. This contract shall expire, unless otherwise terminated or extended, on October 31, 2019.

**Consideration**

- (a) City agrees to pay Consultant a sum not to exceed \$404,168.00 for accomplishment of the work.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

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**CONSULTANT DATA AND CERTIFICATION**

Name (print full legal name): Architectural Resources Group, Inc.

Address: 111 SW Fifth Avenue, 24<sup>th</sup> Floor, Portland, OR 97204

Employer Identification Number (EIN): 94-3211192

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

City of Portland Business Tax Registration Number: 677909

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.

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**TERMS AND CONDITIONS**

**1. Standard of Care**

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

**2. Effect of Expiration**

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

**3. Order of Precedence**

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

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

**4. Early Termination of Contract**

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

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

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

**6. Assignment**

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

**7. Compliance with Applicable Law**

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

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

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

**9. Insurance**

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

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

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

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

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

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

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

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

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

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or

non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

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

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

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

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

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

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

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

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

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

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

#### **13. Successors in Interest**

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

#### **14. Severability**

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

#### **15. Waiver**

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

**16. Errors**

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

**17. Governing Law/Venue**

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

**18. Amendments**

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

**19. Business Tax Registration**

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

**20. Prohibited Conduct**

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

**21. Payment to Vendors and Subconsultants**

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

**22. Access to Records**

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

**23. Audits**

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

**24. Electronic Signatures**

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

**25. Merger Clause**

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

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

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

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

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

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

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



**29. Subconsultants**

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained by contacting the PTE Contract Compliance Specialist.

**30. Third Party Beneficiaries**

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

**31. Conflict of Interest**

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

**32. Respectful Workplace Behavior**

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

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**STATEMENT OF THE WORK  
AND PAYMENT SCHEDULE**

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Consultant shall perform the tasks listed below for this project. Consultant shall be expected to work closely with designated City personnel to accomplish these goals.

**PHASE I: PRE-DESIGN AND SCHEMATIC DESIGN (SD)**

- a. Review all available plans and documents, previous studies, and other information related to the project after Notice to Proceed is issued from City's Project Manager.
- b. Conduct a thorough review of existing conditions for each project component.

The scope of work has been divided up as follows:

- c. Stone restoration of roof edge balusters.
- d. Repair grout and sealant joints at spot locations as needed. Consultant will determine where the repair is to take place.
- e. Clean all exterior stone and non-stone cementitious composite material.
- f. Replace two rooftop gas-fired air handlers.
- g. Replace two centrifugal counter-flow closed circuit cooling towers.
- h. Exterior window and door restoration (repair and/or refinish).
- i. Paint roof top mechanical and piping.
- j. Replace roofing system at all five roof areas.

- k. If funded, provide new eco-roof over some or all roof areas (see item f below)
- l. Conduct field measurements and generate drawings of base conditions as needed.
- m. Identify any project risks or challenging work situations, particularly as they may impact daily activities at City Hall. It is anticipated that normal City Hall operations will continue during the course of construction and cleaning and repair work. Consultant shall advise the City and the Contractor regarding work staging and work execution, and planning alternate safe route(s) for the public and building occupants (e.g., situations causing excessive noise, unpleasant odors, safety issues or physical challenges to those wishing to enter or exit the building. Include risk items that could negatively impact the project budget or schedule and together with consultant team, identify potential mitigating strategies). This "risk log" shall be updated throughout the design and construction process with City Project Manager coordination.
- n. Develop a project statement identifying opportunities and constraints with scope recommendations and refinements. Include a preliminary work schedule and detailed cost estimating information for the various project components.
- o. The City's Green Building Policy requires installation of an ecoroof on City buildings unless an exception is granted. Prepare a cost benefit analysis of the practicality of an ecoroof for the five separate roof areas. Consultant shall recommend the most appropriate type of ecoroof design for City Hall independent of the design criteria in Exhibit F. If the project proceeds with an ecoroof, Consultant shall coordinate with BDS Landmarks Commission staff and will report to the Landmarks Commission as necessary to enable the project to proceed with an ecoroof component.
- p. The two rooftop gas-fired air handlers currently provide ventilation air to 111 water source heat pumps located throughout the building. These air handlers are at the end of their useful life and require replacement. Unit selection to comply with current ASHRAE 62.2 ventilation requirements. Coordinate design effort with the City's Mechanical Engineer for system interface at City Hall. Consultant shall work with the Energy Trust of Oregon to pursue, and obtain where feasible, Energy Trust incentives.
- q. The two centrifugal counter-flow closed circuit cooling towers located on the roof of City Hall, Baltimore Aircoil model VFL723-MR. The two cooling towers were installed in 1998 and provide a means of heat rejection through a condenser loop for 111 water source heat pumps located throughout the building. The towers are showing signs of corrosion and wear. Replacement of the new towers to include feasibility of replacing with axial fan type units to save energy. New cooling towers to include: 304 stainless steel water basin with welded seams with 5 year leak warranty, discharge sound attenuation, inverter duty drive motors, extended lubrication lines, seismically spring isolated, new hot dipped galvanized roof support frames, positive closure damper hood with stainless steel dampers and linkage.
- r. Progress meetings shall be scheduled at regular intervals with the City's Project Manager. Consultant shall prepare meeting notes for electronic distribution to all attendees within seventy-two (72) hours of the meeting. Meeting notes shall contain at a minimum adequate detail to document construction or work progress, action items, decisions, and risk issues that could negatively impact schedule or budget.
- s. Provide a cost estimate at the end of SD with recommendations for either phasing and/or value engineering if it appears costs will be higher than proposed construction budget.
- t. Present findings to a Project Stakeholder Group. The Stakeholder Group will be established by the Facilities Project Manager and may have representatives from BES, City Hall, Facilities Maintenance Technician(s), and/or other interested individuals.
- u. Answer inquiries and finalize total scope of work per City decision. Upon the Project Manager's review and approval of Phase I deliverables, the City will provide the appropriate direction to move forward with Phase II Design Services.

## **PHASE II: DESIGN DEVELOPMENT (DD), CONTRACT DOCUMENTATION (CD),**

### **BIDDING AND CONSTRUCTION ADMINISTRATION (CA)**

- a. Upon written approval of the SD final Deliverables by the City's Project Manager, successful Proposer shall proceed with Phase II and the Design Development tasks.
- b. Meet with Project Stakeholder Group up to three (3) times during Phase II. Provide meeting notes and distribute to all attendees.

- c. Provide all documentation necessary to define the scope of work, existing conditions, demolition/deconstruction, and new construction/work; include new or modified system relationships by means of plans, sections, elevations, construction details, and equipment layouts.
- d. Develop specifications that identify major materials and systems, and establish their quality levels, including environmental and human health considerations as defined by energy efficiency performance, Environmental Product Declaration (EPD) forms, and/or Health Product Declaration (HPD) forms.
- e. Prepare a semi-final set of DD documents, including an updated schedule, cost estimate, and risk log, and present to the Project Manager and the Project Stakeholder Group.
- f. Provide a cost estimate with a Value Engineering (VE) proposal if the estimate is above the construction budget. On-going constructability and VE reviews shall occur throughout the DD and CD phases to assure budget compliance.
- g. Integrate information from the Project Manager's review into final DD documents and obtain written approval before proceeding with CD's.
- h. Provide Construction Documents, drawings and specifications based upon the DD documents approved by the Project Manager.
- i. These documents shall describe in adequate detail all aspects required to achieve the desired results as identified in Phase I. CD's should be clear, consistent, and complete in order to keep change orders to a minimum.
- j. CD's should be submitted for review to Project Manager at both 50% and 95% completion along with an updated cost estimate and schedule, as well as 100% CD's.
- k. Consultant shall submit the bid documents to the Bureau of Development Services (BDS) for design review and permitting; however, the City will pay the building permit fees, advertise the bid, provide bid documents to potential Bidders and manage all aspects of the bidding process with the assistance of the Consultant.
- l. Coordinate the inclusion of Division 0 and portions of Division 1 provided by the City into the Project Manual or specifications. Utilize the most recent addition of the Construction Specifications Institute (CSI) MasterFormat™ for formatting the specifications.
- m. Incorporate 95% review comments into the CDs and submit the final and complete CDs (drawings and technical specifications) unbound to the City's Project Manager. The City will print or otherwise make available Bid Sets to prospective Bidders.
- n. Consultant shall respond to any substitution requests from potential Bidders, and may be asked to respond to questions and to provide additional information via addenda to the bid.
- o. Consultant shall attend the pre-bid and pre-construction meetings.
- p. During the Construction Administration (CA) phase, the Consultant and their sub-consultant team, shall perform timely site visits and observe construction or work progress to the degree necessary, and as required to ensure conformance with the CD's. Consultant shall document progress and any conditions needing remediation in Site Visit Reports. Consultant shall immediately notify the City's Project Manager of any conditions not conforming to the CD requirements.
- q. Work progress/construction meetings shall be scheduled at regular intervals. Consultant shall prepare meeting notes for electronic distribution to all attendees within seventy-two (72) hours of the meeting. Meeting notes shall contain at a minimum adequate detail to document construction or work progress, action items, decisions, and risk issues that could negatively impact schedule or budget.
- r. Consultant shall review and provide answers in a timely manner to Contractor Requests for Information (RFIs). Consultant shall also initiate Proposal Requests (PRs) as required, review Change Order Requests (CORs), Contractor Pay Applications, Change Orders, and shall when necessary, issue Construction Change Directives (CCDs) and Architectural Supplemental Instructions (ASIs).
- s. At Substantial Completion, Consultant shall develop a punch list itemizing work remaining, or needing correction, to meet the intent of the CDs. Upon satisfactory completion of the punch list items, Consultant shall make final inspection of the project.

- t. At project completion, Consultant shall coordinate with the Contractor to provide a full record drawing set ("as-builts") electronically in a recent version of AutoCAD™ to the Project Manager for future reference. The City's Project Manager will provide City standards and file naming conventions for the electronic files. Consultant will not be held liable for the accuracy of the information received from the Contractor and Subcontractors, but shall to the best of their ability, ensure that the information is correct and true. These drawings will become the property of the City at the end of the project. Consultant shall be released from any and all responsibility for future work done using these drawings, and not directly involving the Consultant.

Deliverables and schedule for this project shall include:

#### **PHASE I: PRE-DESIGN AND SCHEMATIC DESIGN**

- a. Attend the project kick-off meeting with consultants to review, and revise if necessary, project work plan and schedule provided in successful Proposer's QBS response under *Project Approach and Understanding* and provide meeting notes.
- b. Meet with Project Stakeholder Group three times during Phase I and provide meeting notes from each meeting.
- c. Fully developed SD options (drawings and supporting report document) as requested in *Technical Required Services or Specific Tasks* above.
- d. Risk log shall be updated throughout the design and construction process with City Project Manager coordination.
- e. Meet with City's Project Manager and/or City Mechanical Engineer on a regular basis to ensure project goals are being achieved and provide written meeting summary.
- f. Take meeting notes and distribute to attendees within 72 hours.
- g. SD cost estimate by a professional cost estimator in a report broken down by CSI section.
- h. Cost benefit analysis of an ecoroof system for all or part of the total roof area.

Anticipated time for Phase I is two (2) months or less.

#### **PHASE II: DESIGN DEVELOPMENT (DD), CONSTRUCTION DOCUMENTS (CD), BIDDING & CONSTRUCTION ADMINISTRATION (CA)**

- a. Meet with Project Stakeholder Group up to two times during Phase II and provide written meeting notes.
- b. Meet with Project Manager and/or City Mechanical Engineer on a regular basis to ensure project goals are being achieved and provide written meeting notes.
- c. Provide updated cost estimate at 95% DD with a VE proposal if over budget.
- d. Submit CD review documents with updated cost estimates at 50%, 95%, and at 100% complete.
- e. Working with City Project Manager update Phase I work phasing plan, and risk assessment log periodically and as needed throughout Phase II.
- f. Submit applications(s) for permit to all required City of Portland review authorities. Respond to check sheet comments and make changes to CDs as required.
- g. Make final revisions to CDs and prepare a Bid Set.
- h. Attend both pre-bid and pre-construction meetings. Take and distribute meeting notes for pre-construction meeting to all attendees.
- i. Respond to substitution requests and bid document clarification requests. Generate draft addenda to the bid using the City's addendum form provided by either Procurement or the Project Manager.
- j. Attend all construction meetings during the construction/work period. Take and distribute meeting notes to all attendees.
- k. Review and approve or respond to all formal request documents associated with the project from the Contractor. Issue written clarification and information in a timely way as requested.
- l. Submit a Monthly Subconsultant Payment and Utilization Report by the 15th of each month with invoice (reference Part II, Section C.6 of the QBS-RFP solicitation).

**CONSULTANT PERSONNEL**

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

NAME	ROLE ON PROJECT
David Wessel, AIC, FAPT	Principal-in-Charge
Maya Foty, AIA, LEED AP	Project Manager
Kelly Gillard, AIA, LEED AP BD+C	Project Architect
Matthew Davis, AIC	Preservation Planner
Sarah Devan, RA	Conservator
Catherine Smith	Conservator
Mayank Patel	Conservator

**SUBCONSULTANTS**

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

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
KPFF Consulting Engineers	Architecture, Planning & Conservation	17%
Cundiff Engineering, Inc.	Mechanical, Electrical & Plumbing Engineering	10%
Mayer / Reed, Inc.	Landscape Architecture	14%
Professional Roofing Consultants	Roofing Consulting	15%
Architectural Cost Consultants, LLC	Cost Consultant	7%

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

**COMPENSATION**

The maximum that the Consultant can be paid on this contract is \$404,168.00 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work. It is City policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

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

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

**PAYMENT TERMS: Net 30 Days****Hourly Rates**

The billing rates shall not exceed those set forth in the attached fee schedule dated February 9, 2016 (attached as Exhibit A).



**Progress Payments**

On or before the 15<sup>th</sup> of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

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

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

**ACH Payments**

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

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

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

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

Consultant Signature: *David Wessel* Date: 2/24/2016 Entity: David Wessel

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

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

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

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

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

\_\_\_\_\_  
Date

**FOR CITY USE ONLY**

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

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

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

\_\_\_\_\_  
Date

**CONSULTANT SIGNATURE:**

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

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

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

**ARCHITECTURAL RESOURCES GROUP**BY: Date: 2/24/2016Name: David WesselTitle: Principal

CONTRACT NUMBER: 30000091

CONTRACT TITLE: A/E Services for City Hall Roof Replacement, Mechanical Unit Replacement,  
Exterior Surfaces Cleaning and Balustrade Repair

CITY OF PORTLAND SIGNATURES:

By:

  
Bureau Director

Date:

3/3/2016

By:

Chief Procurement Officer

Date:

By:

Elected Official

Date:

Approved:

By:

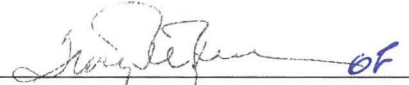
Office of City Auditor

Date:

Approved as to Form:

APPROVED AS TO FORM

By:

  
Office of City Attorney

Date:

3/8/16

CITY ATTORNEY

**Portland City Hall Roof Replacement, Air Handler  
Replacement and Stone Repair and Cleaning.**

Date: 2/9/16

		Architectural Resources Group	Professional Roof Consultants	KPFF Consulting Engineers	Cundiff Engineering	Mayer Reed	Architectural Cost Consultants
PHASE I - Pre-Design and Schematic Design (SD) Tasks							
		ARG \$	PRC \$	KPFF \$	CE \$	MR \$	ACC \$
A.	Pre-Design and Schematic Design Phase: <i>Feb. 2016 - April 2016</i>						
1.	Review all available plans and documents, previous studies, and other information related to the project.	\$1,340	\$1,190	\$2,920	\$960	\$460	
2.	Conduct a survey of the existing conditions for each project component: a. Stone restoration of roof edge balusters b. Repair grout and sealant joints at spot locations as needed c. Clean and repair all exterior stone and non-stone cementitious material d. Replace two rooftop gas-fired air handlers e. Replacing roofing at all five roof areas f. Assume new eco-roof over some or all roof areas g. Wood door and window repair	see below for item 2 broken out					
2a	Survey of Roof Balusters	\$1,680		\$2,100			
2b	Survey of grout and sealant joints at spot locations as needed	\$4,080					
2c	Survey of all exterior stone and non-stone cementitious material	\$5,760					
2d	Analysis of AHU replacement and also structural impacts.			\$1,900	\$960		
2e	Survey of existing roofing all five roof areas		\$2,120			\$921	
2f	Ecoroof study update (with seismic upgrade considerations)	\$560	\$1,220	\$10,600			
2g	Wood door and window repair: (45) windows on the First Floor; (51) windows on the Second Floor; (48) windows on the Third Floor; (44) windows on the Fourth Floor; (2) double recessed panel wood doors on east elevation.	\$7,260					
3.	Conduct field measurements and generate drawings of base conditions as needed. Include rough mark-up of roof plan with graphic for report.	\$5,000	\$1,840		\$ 1,020		

Phase Total

\$106,126.00



**Portland City Hall Roof Replacement, Air Handler  
Replacement and Stone Repair and Cleaning.**

Date: 2/9/16

		Architectural Resources Group	Professional Roof Consultants	KPFF Consulting Engineers	Cundiff Engineering	Mayer Reed	Architectural Cost Consultants
4.	Identify any project risks or challenging work situations, particularly as they may impact daily activities at City Hall. Include risk items that could negatively impact the project budget or schedule and together with consultant team, identify potential mitigating strategies. This "risk log" shall be updated throughout the design and construction process.	\$780	\$0		\$0	\$0	
5.	Develop a project statement identifying opportunities and constraints with scope recommendations and refinements. Include a preliminary work schedule and detailed cost estimating information for the various project components.	\$1,780	\$0	\$490	\$720	\$863	
6.	Prepare a cost benefit analysis of the practicality of an ecoroof for the five separate roof areas. Recommend the most appropriate type of ecoroof design. Assume the project will proceed with an ecoroof. Coordinate with BDS Landmarks Commission staff and will report to the Landmarks Commission as necessary to enable the project to proceed with an ecoroof component.		\$760		\$480		\$3,531.00
6b	Develop preliminary ecoroof schematic design options (up to 3)					\$4,619	
6c	Attend ecoroof discussion meeting with BES & PPR					\$576	
6d	Coordinate with Landmarks Commission					\$633	
6e	Prepare sections & plan graphics					\$2,500	
6g	Prepare ecoroof cost benefit analysis					\$633	
6h	Prepare 11 x 17 submittal w/ recommendation for City staff review					\$285	
7.	Provide recommendations for new rooftop air handler units. Unit selection to comply with current ASHRAE 62.2 ventilation requirements. Coordinate design effort with the City's Mechanical Engineer for system interface at City Hall. Work with the Energy Trust of Oregon to pursue, and obtain where feasible, Energy Trust incentives.				\$960		

**Portland City Hall Roof Replacement, Air Handler  
Replacement and Stone Repair and Cleaning.**

**Date: 2/9/16**

		Architectural Resources Group	Professional Roof Consultants	KPFF Consulting Engineers	Cundiff Engineering	Mayer Reed	Architectural Cost Consultants
13	Pepare Final Report	\$0					
14	Cooling Tower Replacement			\$1,900	\$1,470		
	Professional Fees / Phase	\$35,680	\$10,690	\$21,945	\$8,600	\$17,841	\$10,370.00
	Reimbursable Expenses / Phase	\$200	\$200	\$200	\$200	\$200	\$0.00

**Portland City Hall Roof Replacement, Air Handler Replacement and Stone Repair and Cleaning.**

Date: 2/9/16

		Architectural Resources Group	Professional Roof Consultants	KPFF Consulting Engineers	Cundiff Engineering	Mayer Reed	Architectural Cost Consultants
8.	Attend Progress meetings scheduled at regular intervals with the City's Project Manager. Prepare meeting notes for electronic distribution to all attendees within seventy-two (72) hours of the meeting. Meeting notes shall contain at a minimum adequate detail to document construction or work progress, action items, decisions, and risk issues that could negatively impact schedule or budget. ARG: Assume 3 meetings at 2 hours per meeting PRC: Assume 2 meetings at 2 hours per meeting KPFF: Assume 2 meetings at 2 hours per meeting CUNDIFF: Assume 2 meetings at 2 hours per meeting MR: Assume 2 meetings at 2 hours per meeting	\$1,590	\$750	\$580	\$840	\$806	
9.	Provide a cost estimate at the end of SD with recommendations for either phasing and/or value engineering if it appears costs will be higher than proposed construction budget. Review and provide comments for cost estimate.		\$990	\$585	\$350	\$1,496	\$6,839.00
10.	Present findings to a Project Stakeholder Group. The Stakeholder Group will be established by the Facilities Project Manager and may have representatives from BES, City Hall, Facilities Maintenance Technician(s), and/or other interested individuals.	\$530	\$1,060	\$580	\$600	\$1,031	
11.	Answer inquiries and finalize total scope of work per City decision. Upon the Project Manager's review and approval of Phase I deliverables, the City will provide the appropriate direction to move forward with Phase II Design Services.	\$1,560	\$760	\$290	\$240		
11a	Develop preferred ecoroof schematic design, prepare plan and section graphics and prepare 11x17 submittal for City Review					\$3,018	
12.	Submit an Early Assistance Application to the Bureau of Development Services (BDS) to schedule a Design Advise Request (DAR) with the Historic Landmarks Commission (HLC). This application will include a written project description, site plans (2 sets to scale, 1 copy 8.5x11"), and building elevations (2 sets). The application fee will be paid by the City. At the DAR, ARG will present the project to the HLC in order to gather any feedback they have regarding the project.	\$3,760					

**Portland City Hall Roof Replacement, Air Handler  
Replacement and Stone Repair and Cleaning.**

Date: 2/9/16

		Architectural Resources Group	Professional Roof Consultants	KPFF Consulting Engineers	Cundiff Engineering	Mayer Reed	Architectural Cost Consultants	
PHASE II - Design Development (DD) Tasks								
		ARG \$	PRC \$	KPFF \$	CE \$	MR \$	ACC \$	Phase Total
B.	Design Development Phase: May 2016 - August 2016							\$88,357.00
1.	Upon written approval of the SD final Deliverables by the City's Project Manager, proceed with Phase II and the Design Development tasks.		\$595					
2.	Meet with Project Stakeholder Group up at 95% DD progress set. Provide meeting notes and distribute to all attendees. Assume (1) 2-hour meeting	\$530	\$530	\$290	\$420	\$1,316		
3.	Provide all documentation necessary to define the scope of work, existing conditions, demolition/deconstruction, and new construction/work; include new or modified system relationships by means of plans, sections, elevations, construction details, and equipment layouts.	\$8,800	\$10,350	\$7,100	\$1,720	\$8,676		
4.	Develop specifications that identify major materials and systems, and establish their quality levels, including environmental and human health considerations as defined by energy efficiency performance, Environmental Product Declaration (EPD) forms, and/or Health Product Declaration (HPD) forms.	\$6,300	\$2,240	\$1,470	\$1,180	\$460		
5.	Prepare a semi-final (95%) set of DD documents, including an updated schedule, cost estimate, and risk log, and present to the Project Manager and the Project Stakeholder Group.	\$3,260	\$1,420	\$1,890	\$590	\$1,083	\$6,062.00	
6.	Provide a cost estimate with a Value Engineering (VE) proposal if the estimate is above the construction budget. On-going constructability and VE reviews shall occur throughout the DD and CD phases to assure budget compliance.		\$1,060	\$290	\$240	\$460	\$1,009.00	
7.	Integrate information from the Project Manager's review into final 100% DD documents and obtain written approval before proceeding with CD's.	\$1,780	\$2,240	\$1,270	\$290	\$3,375		

**Portland City Hall Roof Replacement, Air Handler  
Replacement and Stone Repair and Cleaning.**

**Date: 2/9/16**

		Architectural Resources Group	Professional Roof Consultants	KPFF Consulting Engineers	Cundiff Engineering	Mayer Reed	Architectural Cost Consultants
8.	Prepare and submit application to Historic Design Review staff for those project elements requiring Historic Design Review. Coordinate with the Historic Design Review staff and develop all narrative, plans, and details required to submit a complete application. The City will pay Design Review application fees. Present project at HLC hearing if necessary. Submit similar application to State Historic Preservation Office (SHPO) for their review and sign-off.	\$4,160	\$300	\$0	\$120	\$1,266	
9.	Cooling Tower Replacement			\$945	\$2,270		
	Professional Fees / Phase	\$24,830	\$18,735	\$13,255	\$6,830	\$16,636	\$7,071.00
	Reimbursable Expenses / Phase	\$200	\$200	\$200	\$200	\$200	\$0.00



**Portland City Hall Roof Replacement, Air Handler  
Replacement and Stone Repair and Cleaning.**

Date: 2/9/16

		Architectural Resources Group	Professional Roof Consultants	KPFF Consulting Engineers	Cundiff Engineering	Mayer Reed	Architectural Cost Consultants
PHASE III - Construction Documents: (CD) Tasks							
		ARG \$	PRC \$	KPFF \$	CE \$	MR \$	ACC \$
C.	Construction Documents: <i>September 2016 - December 2016</i>						
1.	Provide Construction Documents, drawings and specifications based upon the DD documents approved by the Project Manager. Documents shall describe in adequate detail all aspects required to achieve the desired results as identified in Phase I. CD's should be clear, consistent, and complete in order to keep change orders to a minimum. (See breakdown below)						
2.	Meet with Project Stakeholder Group up at 50% and 95% CD progress sets. Provide meeting notes and distribute to all attendees.	\$1,060	\$1,590	\$290	\$0	\$1,203	
3.	Generate a 50% complete set of CDs, both plans and specifications, as well as a 50% complete CD cost estimate and transmit two (2) complete copies to the PM. Note: It is expected that the written specifications will be 50% complete at this phase.	\$6,020	\$6,000	\$8,910	\$ 1,970.00	\$6,626	\$4,222.50
4.	Meet with Project Stakeholder Group up at 50% CD progress set. Provide meeting notes and distribute to all attendees. Incorporate all comments into CD documents.	\$2,900	\$0	\$580	\$ 600.00	\$0	
5.	Generate a 95% set of CDs, both drawings and specifications, a 95% complete CD cost estimate, and transmit three (3) copies to the PM.	\$4,380	\$4,280	\$2,750	\$ 1,860.00	\$3,253	\$3,212.50
6.	Meet with Project Stakeholder Group up at 95% CD progress set. Provide meeting notes and distribute to all attendees.	\$530	\$0	\$580	\$ 600.00		
7.	Coordinate the inclusion of Division 0 and portions of Division 1 provided by the City into the Project Manual or specifications. Utilize the most recent addition of QBS-RFP rev 1/13 Page 5 the Construction Specifications Institute (CSI) MasterFormat™ for formatting the specifications.	\$1,500	\$0	\$0	\$ 240.00		
8.	Generate 100% complete CDs and a 100% complete cost estimate based on input from 95% review above. Transmit hardcopy of drawings, specifications, and AutoCAD copy to the City.	\$4,430	\$2,120	\$2,800	\$ 480.00	\$2,113	\$2,418.50

**Phase Total**

**\$89,793.50**

**Portland City Hall Roof Replacement, Air Handler  
Replacement and Stone Repair and Cleaning.**

Date: 2/9/16

		Architectural Resources Group	Professional Roof Consultants	KPFF Consulting Engineers	Cundiff Engineering	Mayer Reed	Architectural Cost Consultants
9.	Submit the bid documents to the Bureau of Development Services (BDS) for design review and permitting; however, the City will pay the building permit fees, advertise the bid, provide bid documents to potential Bidders and manage all aspects of the bidding process with the assistance of the successful Proposer.	\$2,200	\$300	\$0			
10.	Make application to the Bureau of Development Services (BDS) for permit review. Attend any pre-application meetings and other visits to BDS as required to complete plans and specifications as directed. Make changes to the permit set to address code-required changes identified during the permit review process. The City shall pay application fees.	\$1,780	\$300	\$0			
11.	Cooling Tower Replacement			\$765	\$3,930		
	Professional Fees / Phase	\$24,800	\$14,590	\$16,675	\$9,680	\$13,195	\$9,853.50
	Reimbursable Expenses / Phase	\$200	\$200	\$200	\$200	\$200	\$0.00
PHASE IV - Bidding Tasks							
		ARG \$	PRC \$	KPFF \$	CE \$	MR \$	ACC \$
D.	Bidding: <i>January 2017 - February 2017</i>						
1.	Incorporate 95% review comments into the CDs and submit the final and complete CDs (drawings and technical specifications) unbound to the City's Project Manager. The City will print or otherwise make available Bid Sets to prospective Bidders.	\$2,080		\$725			
2.	Attend a pre-bid meeting with potential bidders as directed by the PM and prepare meeting notes.	\$1,280	\$900	\$0	\$ 480.00	\$230	
3.	Respond to construction contractor questions, substitution requests, and generate draft addenda as needed during the bid period.	\$1,780	\$1,260	\$730	\$ 725.00	\$910	
4.	Cooling Tower Replacement				\$ 375.00		
	Professional Fees / Phase	\$5,140	\$2,160	\$1,455	\$1,580	\$1,140	\$0.00
	Reimbursable Expenses / Phase	\$0	\$0	\$0	\$0	\$0	\$0.00

Phase Total

\$11,475.00

187649

**Portland City Hall Roof Replacement, Air Handler  
Replacement and Stone Repair and Cleaning.**

Date: 2/9/16

		Architectural Resources Group	Professional Roof Consultants	KPFF Consulting Engineers	Cundiff Engineering	Mayer Reed	Architectural Cost Consultants
PHASE V - Construction Administration Tasks							
		ARG \$	PRC \$	KPFF \$	CE \$	MR \$	ACC \$
E.	Construction Phase Services: <i>May 2017 - August 2018</i>						
1.	Perform timely site visits and observe construction or work progress to the degree necessary, and as required to ensure conformance with the CD's. Document progress and any conditions needing remediation in Site Visit Reports. Immediately notify the City's Project Manager of any conditions not conforming to the CD requirements.	\$4,860	\$4,930	\$2,630	\$ 960.00	\$690	
2.	Attend progress/construction meetings as scheduled on a regular basis. Review GC prepared meeting notes documenting construction progress, action items, decisions, and risk issues.(Assume 1/meeting per week during construction)	\$8,480	\$1,820	\$2,480	\$ 2,840.00	\$690	
3.	Review and provide answers in a timely manner to Contractor Requests for Information (RFIs). Initiate Proposal Requests (PRs) as required, review Change Order Requests (CORs), Contractor Pay Applications, Change Orders, and shall when necessary, issue Construction Change Directives (CCDs) and Architectural Supplemental Instructions (ASIs).	\$9,480	\$1,220	\$4,780	\$ 1,440.00	\$2,060	
4.	At Substantial Completion, develop a punch list itemizing work remaining, or needing correction, to meet the intent of the CDs. Upon satisfactory completion of the punch list items, make final inspection observation of the project. (Review Operating and Maintenance Manuals)	\$6,980	\$1,630	\$0	\$ 1,770.00	\$460	
5.	At project completion, coordinate with the Contractor to provide a full record drawing set ("as-builts") electronically in a recent version of AutoCAD™ to the Project Manager for future reference. The City's Project Manager will provide City standards and file naming conventions for the electronic files.	\$3,820	\$1,440	\$2,380	\$ 755.00	\$740	
7.	Cooling Tower Replacement				\$ 1,420.00		
	Professional Fees / Phase	\$33,620	\$11,040	\$12,270	\$9,185	\$4,640	
	Reimbursable Expenses / Phase	\$200	\$200	\$200	\$200	\$200	

**Phase Total**

**\$71,755.00**

**Portland City Hall Roof Replacement, Air Handler  
Replacement and Stone Repair and Cleaning.**

Date: 2/9/16

Architectural Resources Group	Professional Roof Consultants	KPFF Consulting Engineers	Cundiff Engineering	Mayer Reed	Architectural Cost Consultants
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**TESTING ALLOWANCE (See Summary testing tab for breakdown of cost)**

Baluster Removal / Cleaning and Honing Testing (ARG/CS)	\$8,200.00
Lift operation, engineering study for lift loading (KPFF)	\$6,940.00
Equipment Rental and Permit Fee (KPFF)	\$2,550.00
Lab analysis of stone	\$7,000.00
<b>Total:</b>	<b>\$24,690.00</b>

**FEE PROPOSAL SUMMARY**

Architectural Resources Group Professional Fee	\$124,070.00
Architectural Resources Group Reimbursables	\$800.00
<b>Architectural Resources Group Fee</b>	<b>\$124,870</b>
Professional Roof Consultants Fee (w/ 5% mark-up)	\$60,076
Professional Roof Consultants Reimbursables	\$800
KPFF Consulting Engineers Fee (w/ 5% mark-up)	\$68,880
KPFF Consulting Engineers Reimbursables	\$800
Cundiff Engineering Fee (w/ 5% mark-up)	\$37,669
Cundiff Engineering Reimbursables	\$800
Mayer Reed Fee (w/ 5% mark-up)	\$56,125
Mayer Reed Reimbursables	\$800
Architectural Cost Consultants Fee (w/ 5% mark-up)	\$28,659
Architectural Cost Consultants Reimbursables	\$0
Testing Allowance	\$24,690
<b>PROPOSED PROJECT TOTAL</b>	<b>\$404,168</b>



187649

Client#: 521

ARCHIRESO

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090		<b>CONTACT NAME:</b> Nancy Ferrick <b>PHONE (A/C, No, Ext):</b> 510 465-3090 <b>E-MAIL ADDRESS:</b> nferrick@dealeyrenton.com <b>FAX (A/C, No):</b> 510 452-2193																						
<b>INSURED</b> Architectural Resources Group, Inc. Pier 9, The Embarcadero, Suite 107 San Francisco, CA 94111		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Travelers Indemnity Co. of Conn</td> <td>25682</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td>Hartford Accident &amp; Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER D:</td> <td>XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Co. of Conn	25682	INSURER B:	Travelers Property Casualty Co	25674	INSURER C:	Hartford Accident & Indemnity	22357	INSURER D:	XL Specialty Insurance Co.	37885	INSURER E:			INSURER F:		
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6804865L347	09/01/2015	09/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA8265N00A	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CUP7150Y042	09/01/2015	09/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>		57WEGLP7625	09/01/2015	09/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
<b>D</b>	<b>Professional Liability</b>			DPR9725360	08/20/2015	08/20/2016	\$3,000,000 per Claim \$3,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability Policy excludes claims arising out of the performance of professional services.

Re: Contract #15226, Portland City Hall Roof Replacement - City of Portland and its bureaus/divisions, officers, agents and employees are named Additional Insureds for General and Auto Liability. Insurance is primary and non-contributory per policy form. Cancellation: 30 Day/10 Day for Non-Payment of Premium.

**CERTIFICATE HOLDER****CANCELLATION**

City of Portland  
1120 SW 5th Avenue, Rm. 1000  
Portland, OR 97204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

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## COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

## COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 09/01/2015	
Named Insured Architectural Resources Group, Inc.	Countersigned by  (Authorized Representative)

### SCHEDULE

**Name of Person(s) or Organization(s):**

Re: Contract #15226, Portland City Hall Roof Replacement - NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S), CONT.:  
of Portland and its bureaus/divisions, officers, agents and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.