

AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NO. 30000091

SHORT TITLE OF WORK PROJECT:  
A/E Services for Union Station Phase II Facility Improvements

This contract is between the City of Portland, acting by and through its Elected Officials, hereafter called "City," and Architectural Resources Group, hereafter called Contractor. The City's Project Manager for this contract is Marina Cresswell.

**Effective Date and Duration**

This contract shall become effective on January 1, 2009. This contract shall expire, unless otherwise terminated or extended, on June 1, 2011.

**Statement of Work**

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in EXHIBIT D.
- (c) The Statement of Work is contained in EXHIBIT E.
- (d) The Fee Matrix is identified in EXHIBIT F.

**Consideration**

- (a) City agrees to pay Contractor a sum not to exceed \$145,057 for accomplishment of the work.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Terms and conditions listed on pages 2 - 4.

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CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Architectural Resources Group, Inc.

Address: 121 SW Salmon Street, Suite 1106, 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 License # 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. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of 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.

Approved by the Contractor:

  
Signature/Title

12/5/08  
Date

**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 Exhibit B, Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof.

**9a. 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.

**9b. 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.

**9c. 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**

Exhibit C is hereby referenced and made a part of this contract.

**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.

**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES  
EXHIBIT A**

**Statement of the Work  
and  
Payment Schedule**

**SCOPE OF CONSULTANT SERVICES**

**1. GENERAL SERVICES**

The Contractor shall provide the following general services:

A. Provide architectural and engineering services in accordance with QBS No. FAC005 dated July 31, 2008 and proposal dated August 27, 2008 as provided below.

**2. SPECIFIC SERVICES**

In providing the general services described above, the Contractor shall provide not less than the following specific services:

**2.1 PROJECT ADMINISTRATION SERVICES**

2.1.1 The Contractor shall manage the Contractor's services and administer the Project. The Contractor shall consult with the City, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Contractor shall coordinate the services provided by the Contractor and the Contractor's subcontractors with those services provided by the City and the City's consultants.

2.1.2 When Project requirements have been sufficiently identified, the Contractor shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the City, design services furnished by the Contractor, completion of documentation provided by the Contractor, commencement of construction and Substantial Completion of the Work.

2.1.3 The Contractor shall consider the value of alternative materials, sustainable ('green') building practices, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

2.1.4 Upon request of the City, the Contractor shall make a presentation to explain the design of the Project to representatives of the City or citizen groups.

2.1.5 The Contractor shall submit design documents to the City at intervals appropriate to the design process for purposes of evaluation and approval by the City. The Contractor shall be entitled to rely on approvals received from the City in the further development of the design.

2.1.6 The Contractor shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK**

2.1.7.1 When the Project requirements have been sufficiently identified, the Contractor shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Contractor shall update and refine the preliminary estimate of the Cost of the Work. The Contractor shall advise the City of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Contractor's estimate of the Cost of Work exceeds the City's budget, the Contractor shall make appropriate recommendations to the City to adjust the Project's size, quality or budget, and the City shall cooperate with the Contractor in making such adjustments.

## **2.3 DESIGN SERVICES**

2.3.1 The Contractor's design services shall include normal architectural and structural engineering services.

## **2.3.2 DESIGN DEVELOPMENT DOCUMENTS**

2.3.2.1 The Contractor shall prepare, for approval by the City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, and structural systems, materials and such other elements as may be appropriate.

2.3.2.2 The Contractor shall advise the City of any adjustments to the preliminary estimate of the Construction Cost.

## **2.3.3 CONSTRUCTION DOCUMENTS**

2.3.3.1 The Contractor shall provide Construction Documents based on the approved Design Development Documents and budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

2.3.3.2 During the development of the Construction Documents, the Contractor shall assist the City in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms and (2) the Conditions of the Contract for the Construction (General, Supplementary and other Conditions). The Contractor also shall assist in compiling the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

## **2.4 CONSTRUCTION PROCUREMENT SERVICES**

2.4.1 The Contractor shall assist the City in establishing a list of prospective bidders.

## **2.4.4 COMPETITIVE BIDDING**

2.4.4.1 Bidding Documents provided by the Contractor shall consist of Specifications and Drawings. All other Bidding Documents will be provided by the City.

2.4.4.2 If requested by the City, the Contractor shall arrange for procuring the reproduction of Bidding Documents. The City shall pay directly for the cost of reproduction of the bidding documents. The Contractor shall not distribute bid documents to prospective bidders.

2.4.4.3 The City shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The City shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

2.4.4.4 The Contractor shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare addenda identifying approved substitution to all prospective bidders. The City will distribute the Addenda to prospective bidders.

2.4.4.5 The Contractor shall participate in a pre-bid conference for prospective bidders.

2.4.4.6 The City will forward questions from prospective bidders to the Contractor. The Contractor shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to the City in the form of addenda. The City will distribute any and all addenda to prospective bidders.

2.4.4.7 The Contractor shall attend in the opening of the bids. The City shall subsequently document and distribute the bidding results.

2.4.4.8 No direct communication shall occur between the Contractor and prospective bidders.

responsible for acts or omissions of the General Contractor, its subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

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

2.5.2.4 Communications by and with the Contractor's sub-consultants shall be through the Contractor.

2.5.2.5 Whenever the Contractor considers it necessary or advisable, the Contractor shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

### 2.5.3 CERTIFICATION OF PAYMENTS TO GENERAL CONTRACTOR

2.5.3.1 The Contractor shall review Certificates of Payment and certify the amounts due the General Contractor. The Contractor's certification for payment shall constitute a representation to the City based on the Contractor's evaluation of the Work as provided in Paragraph 2.5.2 and on the data comprising the General Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Contractor's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Contractor.

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

2.5.3.3 The Contractor shall maintain a record of the General Contractor's Applications for Payment.

### 2.5.4 SUBMITTALS

2.5.4.1 The Contractor shall review and approve or take other appropriate action upon the General Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the City, General Contractor, its subcontractors, or separate contractors, while allowing sufficient time in the Contractor's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the General Contractor as required by the Contract Documents. The Contractor's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Contractor, of any construction means, methods, techniques, sequences or procedures. The Contractor's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

2.5.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the General Contractor by the Contract Documents, the Contractor shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the General Contractor shall bear such professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

- Documents, field conditions, other City-provided information, General Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- 3. Change Orders and Construction Change Directives involving substantial changes to the project at the request of the City or General Contractor requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- 4. providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- 5. evaluation of an extensive number of claims submitted by the City's consultants, the General Contractor or others in connection with the Work;
- 6. evaluation of an extensive number of substitutions proposed by the City's consultants or contractors and making subsequent revisions to Instruments of Service resulting there-from;
- 7. preparation of design and documentation for alternate bid or proposal requests proposed by the City; or
- 8. assistance with Contract Administration Services provided sixty (60) days after the date of Substantial Completion of the Work unless a delay was caused by the Contractor.

**2.7 OTHER REQUIREMENTS**

- 1. The Contractor shall submit a Monthly Subconsultant Payment and Utilization Report by the 15<sup>th</sup> of each month.
- 2. All deliverables and resulting work products from this contract will become the property of the City of Portland.

**CONTRACTOR PERSONNEL**

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

NAME	ROLE ON PROJECT
David P. Wessel, AIC, FAPT	Principal-in-Charge
Heidi Granke, Architect, LEED AP	Project Architect
Gee Heckscher, Architect	Architect & Senior Associate
Arnite Hollander, Senior Associate	Senior Associate & Project Director

**SUBCONTRACTORS**

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

NAME	ROLE ON PROJECT
Loring A. Wyllie, Jr. / Degenkolb	Structural Engineer
Kent Yu / Degenkolb	Engineer
Jim Jerde/Architectural Cost Consultants	Cost Consulting / Estimating

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor as listed above. The Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), Exhibit A1 attached hereto, 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**

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.

As work progresses on the contract, the City will pay the Contractor a portion of the contract amount each month until the work is complete. Progress Payments are based on the percentage of work successfully completed by the Contractor and approved by the City. For example, if in a given month the Contractor successfully completes 10% of the work the Contractor will be paid 10% of the Contract amount after City approval.

# MONTHLY SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. Solicitation No. \_\_\_\_\_ 2. Contract No. \_\_\_\_\_ 3. Prime Consultant \_\_\_\_\_

4. Contract Amount \_\_\_\_\_ 5. Report Dates: Beginning \_\_\_/\_\_\_/\_\_\_ Ending Dates \_\_\_/\_\_\_/\_\_\_ 6. Project Name \_\_\_\_\_

7. Progress Report No. \_\_\_\_\_

8 ALL SUBCONSULTANT NAMES APPEARING ON ORIGINAL FIRST-TIER SUBCONSULTANT DISCLOSURE FORM	9 ORIGINAL SUBCONSULTANT AMOUNT (\$)	10 AMENDED SUBCONSULTANT AMOUNT (\$)	11 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	12 TOTAL PAYMENTS TO DATE (\$)

SUBCONSULTANTS ADDED AFTER PROJECT AWARD (Must be EEO Certified with the City of Portland)\*

13 SUBCONSULTANT NAME (LIST ANY SUBCONSULTANTS NOT LISTED ABOVE)	14 NATURE OF WORK	15 STATUS MBE, WBE OR ESB	16 SUBCONSULTANT AMOUNT	17 PAYMENT AMOUNTS AND DATES MADE, FOR MONTH (\$)	18 TOTAL PAYMENTS TO DATE (\$)

\*CHANGES TO CONTRACT: Before replacing, substituting, or adding any subconsultant, please contact Annette Palmer, the FTE Contract Compliance Specialist. Such changes must be approved by the Purchasing Agent in advance of changes being made.

Please note: Explanations and additional instructions for completing this report are on the reverse side.

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR FIRM IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Consultant Representative \_\_\_\_\_ Date \_\_\_\_\_

**Submit with invoice by the 15<sup>th</sup> of the month to the City's Project Manager AND to Annette Palmer, Contract Compliance Specialist, City of Portland, Bureau of Purchases, 1120 SW 5<sup>th</sup> Avenue, Room 750, Portland, OR 97204**

# INSTRUCTIONS FOR COMPLETING THE MONTHLY SUBCONSULTANT PAYMENT AND UTILIZATION REPORT

1. **SOLICITATION NUMBER:** Enter City of Portland solicitation number.
2. **CONTRACT NUMBER:** Indicates the contract number assigned by the City Auditor for this project.
3. **PRIME CONSULTANT:** Indicate the name of the prime consultant.
4. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
5. **REPORT DATES:** Indicate the beginning and ending dates corresponding to the progress payment period or use calendar month (i.e. 1/1/02 thru 1/31/02); reports should be sequential and not overlap.
6. **PROJECT NAME:** Indicate the project name as indicated on the contract documents.
7. **PROGRESS REPORT NUMBER:** Enter report No. 1 for the first report submitted and sequential numbers for reports submitted thereafter.
8. **ALL SUBCONSULTANT NAMES:** List the names of all subconsultants listed on the original First-Tier Subconsultant Disclosure form as submitted at solicitation due date.
9. **ORIGINAL SUBCONTRACT AMOUNT:** Indicate the dollar amount for each subconsultant at time of award.
10. **AMENDED SUBCONSULTANT AMOUNT:** This amount should be the total dollar value (original subconsultant amount plus any additions or deletions) of the subcontract.
11. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
12. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subconsultant.

## SUBCONSULTANTS ADDED AFTER PROJECT WAS AWARDED

13. **SUBCONSULTANT NAME:** Please list any subconsultants not appearing on original disclosure form.
14. **NATURE OF WORK:** Briefly describe subconsultants work (i.e. CAD drafting, environmental testing, etc.).
15. **STATUS:** Indicate the appropriate MW/ESB status of each subconsultant listed (i.e. MBE, WBE, ESB). **Note:** Designations should be consistent with how firms were certified by the State at time of contract award. Leave blank for non-certified firms.
16. **SUBCONSULTANT AMOUNT:** Indicate the dollar amount of the subcontract.
17. **PAYMENT AMOUNTS AND DATES MADE, FOR MONTH:** Please list any payment amounts for the month, and the dates the payments were made.
18. **TOTAL PAYMENTS, TO DATE:** This amount should be the total dollar amount paid-to-date to the subconsultant

COMMENTS (include why any payment amounts made to a subconsultant are less than that requested by the subconsultant).

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**EXHIBIT B**  
**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 [Signature] Date 12/5/08 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 \_\_\_\_\_

## EXHIBIT C

### INSURANCE (The City's Project Manager must answer and initial 2, 3, and 4 below)

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

1. 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).

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2.  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:

3.  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:

4.  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.

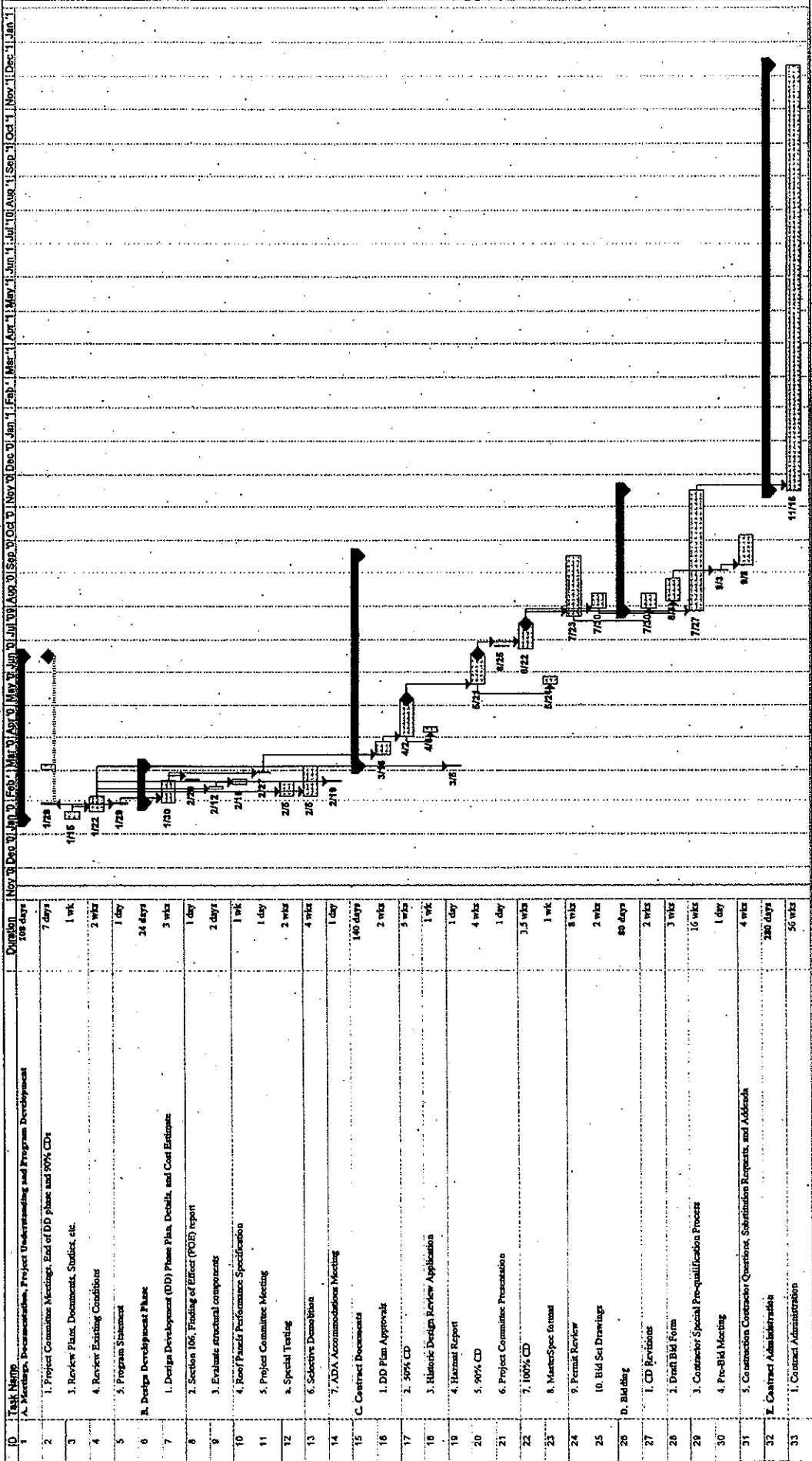
5. On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the City.
6. Certificates of insurance. As evidence of the insurance coverages required 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.

Exhibit D

PORTLAND UNION STATION  
PHASE 2

Project  
Schedule

Architectural Resources Group  
Pier 9, The Embarcadero, Suite 107  
San Francisco, CA 94111



**EXHIBIT E**  
**AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT**  
**SERVICES**

**STATEMENT OF WORK**  
**Union Station Phase II Facility Improvements**

**Introduction**

The City of Portland, Office of Management and Finance (OMF), Facilities Services, requests Proposals for architectural and engineering services for historic roof replacement work at Union Station. Union Station is located at NW 6<sup>th</sup> Street and Irving Street in downtown Portland and has been in continuous use as a passenger terminal since its construction in 1896. It is the oldest major passenger terminal on the West Coast and the oldest of the grand "Union" stations west of St. Louis. It continues today as Amtrak's Northwest hub and serves as a critical link in the West's complex transportation network. The Station is on the National Register of Historic Places and is one of the most important historic structures in the City and the State.

The majority of the upper red metal tile sloped roofs at Union Station are in very poor condition. This project will replace the red metal tile roof at the northern end of the facility as shown in Exhibits B and C. A comprehensive engineering analysis of Union Station was completed in 2001 which identified a wide range of improvements needed at the facility. Sections of this Facility Assessment and Seismic Work Plan that are relevant to this project are attached as Exhibit D.

Two sections of red metal tiles have been replaced at the facility over the last ten years. The roof tiles on the adjacent high roof area over the main concourse, including radiused tiles at the apse end, were replaced in a project completed in 1999. Then in 2003 the Union Station Annex was re-roofed. Plans for this project are attached as Exhibit H. The metal tiles for these projects were custom fabricated using the original dies. OMF is in possession of these dies and they will be provided to the construction contractor for fabricating the tiles as part of this project. The tiles on these recent projects were made of 40/45 KSI #2, 24 Gauge galvanized "non-fluting" steel stock with a "Kynar" paint finish. New hip tiles were fabricated and new ridge tiles were obtained from W.F. Norman metal products and were adapted for use at the main ridge. Installation introduced new peak attic ventilation in order to eliminate the obtrusive vent stacks and swirl caps. The contractor shall develop performance standards for the red metal tiles as part of this project.

A major remodel of Union Station that occurred in 1930 introduced fifteen (15) hipped gable dormers at the northern roof area (the project area). These dormers allowed expansion of office areas into the former attic area and are shown in Exhibits A and B. There are seven (7) dormers on the east side, six (6) on the west side, and two (2) on the north side. There is also an elevator shaft tower on the west side with a small roof area. The dormer sidewalls are constructed of flat metal siding. These dormers and elevator tower are all part of this project. Since the dormers were built as add-ons to the original structure it is expected that they may require some additional structural improvements in addition to seismic upgrades. Seismic upgrades to the dormers as well as all other elements of this northern roof area are part of this project.

The soffit and fascia on the west side of the roof were repaired as part of a project that took place in 2006-2007. The gutter along this west side was also replaced as part of this recent project. This area currently has a temporary roofing membrane placed over the sheathing as shown in Exhibit C. Roof-to-wall seismic anchors were installed as part of this previous project. A detail of

the seismic anchors installed at this location is attached as Exhibit E. This project shall include installation of similar seismic anchors along the north and east sides.

There is a skylight at the north hipped roof area which is also part of this project. This skylight is in poor condition and shall be replaced as well as receive any seismic upgrades required.

This northern roof area includes several fan vents that shall be replaced as part of this project. Evaluate less obtrusive and more current venting alternatives for replacement of these vents. In addition to the technical evaluation of these fans, include the replacement alternative as part of the Historic Design Review as noted below.

The major project elements include the following

- Replace the red metal tile roof including hip and ridge tiles.
- Seismic bracing at roof to wall connection as well as other areas as required.
- Repair the soffit and fascia on the north and east sides.
- Replace the gutters on the north and east sides.
- New roof sheathing.
- Repairs to downspouts.
- Replace one skylight.
- Replace vent stacks.
- All flashing.
- Miscellaneous wood repairs as needed.

Due to the historic significance of Union Station, several historic approvals are required. This project shall include application for Historic Design Review to replace the entire roof with new metal roofing tiles as described above. A Historic Design Review process was conducted as part of the recently completed Annex re-roofing project and the application is attached as Exhibit F. The contractor shall attend all meetings with Design Review staff and prepare all application materials as necessary. The City shall pay the application fees. The contractor shall schedule and attend a public meeting to present the project to the general public and take notes at this meeting and distribute to Project Committee members.

The State Historic Preservation Office (SHPO) and Oregon Department of Transportation (ODOT) representatives will attend Project Committee meetings and act in an advisory capacity. The City will hire an environmental firm to assess potential environmental hazards like lead, asbestos containing materials, and mold. This separate contractor shall write specifications to assure proper handling of contaminants during construction and these specifications shall be integrated within the overall project specifications for bidding.

## **Work Requirements**

- A. Meetings, Documentation, Project Understanding and Program Development**
1. Establish a Project Committee consisting of three to five members. Attend up to two meetings with the Project Committee and take and distribute meeting minutes. These meetings will be at the end of the Design Development (DD) phase and at the 90% complete Contract Document (CD) phase.
  2. Coordinate with the City's Project Manager (PM) throughout all phases of the project as needed.
  3. Review all available plans and documents, previous studies, and other information related to the project.
  4. Conduct a review of the existing conditions for each project component, conduct field measurements as needed, and generate drawings of base conditions as needed.
  5. Generate a Program Statement and a memorandum describing existing conditions of the roof area.

**Deliverables:** Develop base drawings, a memo on existing conditions, and a Program Statement within six weeks from the Notice to Proceed and transmit these to the PM. Submit a Monthly Subconsultant Payment and Utilization Report by the 15<sup>th</sup> of each month.

**B. Design Development Phase.**

1. Generate a Design Development (DD) phase plan, DD phase details, and a DD phase cost estimate.
2. The Bureau of Planning (BOP) will conduct the required Section 106, Finding of Effect (FOE) report. The contractor shall provide drawings, supply product data and respond to questions regarding construction materials, appearance and installation techniques as requested by the BOP for its work on the FOE. Also, the contractor shall meet with the BOP on the FOE once during this phase and respond to project-related requests for information from the BOP for their work on the FOE. The BOP will present the project to the Landmarks Commission for informational purposes. The contractor does not need to attend this presentation unless requested by the City as an additional service.
3. The Bureau of Development Services (BDS) will require this project to include attaching the walls to the roof for both in-plane and out-of-plane loads. Evaluate structural components for seismic strengthening and develop initial details. The contractor shall expect that seismic bracing and additional structural design will be needed for the dormers, elevator tower, and skylight.
4. Develop performance specifications for the metal tile roof panels. The performance/material specifications will include as a minimum:
  - a. Gauge and composition of metal panels.
  - b. Preparation and coating for metal panels.
  - c. Configuration of panels to include profiles, attachment locations.
  - d. Configuration of hip, ridge, valley, and other components that will need to match roof panel's appearance and performance.
5. Meet with the Project Committee to present the Program, existing conditions memo, DD phase plan, details, and cost estimate.
6. Provide recommendations for selective demolition as needed to evaluate possible hidden conditions and coordinate as necessary with special testing company conducting the work. The City will hire the special testing company to conduct selective demolition.
7. Meet with Bureau of Development Services to determine if ADA accommodations will be required as part of the project permit process. If required, add an ADA item to the Project Program and overall scope of work.

**Deliverables:** A DD set of plans, details, and cost estimate within three months from the Notice to Proceed. Provide a memo to direct work of a special testing company hired by the City for selective demolition. Attend one Project Committee meeting and assist the BOP to develop the draft FOE.

**C. Contract Documents**

1. Upon approval of the DD plan by the Project Committee, proceed with CD's.
2. 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.
3. The contractor shall prepare an application and submit it to Historic Design Review for those elements of work as required by the Historic Design Review staff. 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.

4. The City will conduct analysis of potential contaminants such as lead-based paints, asbestos-containing materials, and mold through a separate contract. A report will be generated outlining these contaminants within the project area and specifications written. The contractor will review this report, be aware of the identified contaminants, and shall include any specifications, notes, and other documentation as directed by the PM within the CDs to allow for the proper handling of these materials during construction.
5. Generate a 90% set of CDs, both drawings and specifications, a 90% complete CD cost estimate, and transmit three (3) copies to the PM.
6. Present the 90% complete CD set to the Project Committee. ODOT will review this set along with the Project Committee. Make all changes requested after review of these drawings.
7. Generate 100% complete CDs and a 100% complete cost estimate based on input from 90% review above. Transmit hardcopy of drawings, specifications, and AutoCAD copy to the City.
8. CD's shall use CSI new MF-04 MasterSpec format. The specifications shall also include a section on Measurement and a section on Payment similar to Exhibit H.
9. 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.
10. Develop a full set of AutoCAD, or compatible software, bid set drawings for use by the City. These drawings will become the property of the City at the end of the project. The A/E team shall be released from responsibility for future work done using these drawings not directly involving the A/E team. Electronic "as-builts" will not be required.

**Deliverables:** 50% and 90% complete CDs and cost estimate for review. Attend one Project Committee meeting at the 90% complete phase and present plans and cost estimate. Prepare and submit the Historic Design Review application. A 100% complete set of CDs as well a final cost estimate within six months from the Notice to Proceed. Submit application for permit and respond to Check Sheet comments.

#### D. Bidding

1. Make all final changes to the CD's to prepare them for bidding. Revise Division 1 specifications to assure proper coordination with the City's Division 0 as directed by the PM.
2. Because of the unique nature of this re-roofing project, a construction contractor Special Pre-qualification process will be conducted either before or in conjunction with the bidding process. Assist the PM as needed throughout the Special Pre-qualification process. Provide prequalification criteria to help in the selection of well-qualified construction contractors.
3. Attend a pre-bid meeting with potential bidders as directed by the PM and prepare meeting notes.
4. Respond to construction contractor questions, substitution requests, and generate draft addenda as needed during the bid period.

**Deliverables:** Complete CD's ready for bidding, draft Bid Form, attend pre-bid meeting, take and distribute notes, and generate draft addenda's as needed.

#### E. Contract Administration

Provide all basic architectural and engineering services during construction phases. This includes, but is not limited to, coordination of sub-consultants, material research

and specification, attend on-site meetings every week, take and distribute meeting notes, observe construction for conformance with CD's, respond to requests for information, prepare proposals and architect's supplemental instructions, change orders, review submittals, and project close-out documents.

**Deliverables:** Attendance to weekly construction meetings and completion and transmittal of all meeting minutes. Review and approval of all project documents from the construction contractor. Issuance of additional project documents as directed by the Project Manager.



Tasks	Architectural Resources Group	Degenkolb Engineers	Architectural Cost Consultants
<b>Program Development</b>			
1. Establish a Project Committee consisting of three to five members. Attend up to two meetings with the Project Committee and take and distribute meeting minutes. These meetings will be at the end of the Design Development (DD) phase and at the 90% complete Contract Document (CD) phase.			
2. Coordinate with the City's Project Manager (PM) throughout all phases of the project as needed.			
3. Review all available plans and documents, previous studies, and other information related to the project.			
4. Conduct a review of the existing conditions for each project component, conduct field measurements as needed, and generate drawings of base conditions as needed.			
5. Generate a Program Statement and a memorandum describing existing conditions of the roof area.			
<b>Professional Fees / Phase</b>			
	\$10,170	\$19,670	\$0
<b>Reimbursable Expenses / Phase</b>			
	\$200	\$185	\$0
<b>12% Admin. Mark-Up on Consultant Fee</b>			
	n/a	\$2,360	\$0

Phase Total  
\$32,585

Phase Total  
\$18,546

1. Generate a Design Development (DD) phase plan, DD phase details, and a DD phase cost estimate.			
2. The Bureau of Planning (BOP) will conduct the required Section 106, Finding of Effect (FOE) report. Successful Respondent shall provide drawings, supply product data and respond to questions regarding construction materials, appearance and installation techniques as requested by the BOP for its work on the FOE. Also, successful Respondent shall meet with the BOP on the FOE once during this phase and respond to project-related requests for information from the BOP for their work on the FOE. The BOP will present the project to the Landmarks Commission for informational purposes. The successful Respondent does not need to attend this presentation unless requested by the City as an additional service.			
3. The Bureau of Development Services (BDS) will require this project to include attaching the walls to the roof for both in-plane and out-of-plane loads. Evaluate structural components for seismic strengthening and develop initial details. Successful Respondent shall expect that seismic bracing and additional structural design will be needed for the dormers, elevator tower, and skylight. Coordinate with Structural Engineer.			
4. Develop performance specifications for the metal tile roof panels.			
5. Meet with the Project Committee to present the Program, existing conditions memo, DD phase plan, details, and cost estimate. Prepare presentation materials.			
a. Provide a memo to direct work of special testing company hired by the City for selective demolition. [per Addendum #2]			
6. Provide recommendations for selective demolition as needed to evaluate possible hidden conditions and coordinate as necessary with special testing company conducting the work. City will hire the special testing company to conduct selective demolition. [per Addendum #2]			
7. Meet with Bureau of Development Services to determine if ADA accommodations will be required as part of the project permit process. If required, add an ADA item to the Project Program and overall scope of work. [per Addendum #2]			
<b>Professional Fees / Phase</b>	<b>\$15,150</b>	<b>\$0</b>	<b>\$2,604</b>
<b>Reimbursable Expenses / Phase</b>	<b>\$400</b>	<b>\$0</b>	<b>\$80</b>
<b>12% Admin. Mark-Up on Consultant Fee</b>	<b>n/a</b>	<b>\$0</b>	<b>\$312</b>

Phase Total  
\$50,605

1. Upon approval of the DD plan by the Project Committee, proceed with CD's.			
2. 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.			
3. The successful Respondent shall prepare an application and submit it to Historic Design Review for those elements of work as required by the Historic Design Review staff. 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.			
4. The City will conduct analysis of potential contaminants such as lead-based paints, asbestos-containing materials, and mold through a separate contract. A report will be generated outlining these contaminants within the project area and specifications written. The successful Respondent will review this report, be aware of the identified contaminants, and shall include any specifications, notes, and other documentation as directed by the PM within the CDs to allow for the proper handling of these materials during construction.			
5. Generate a 90% set of CDs, both drawings and specifications, a 90% complete CD cost estimate, and transmit three (3) copies to the PM.			
6. Present the 90% complete CD set to the Project Committee. ODOT will review this set along with the Project Committee. Make all changes requested after review of these drawings.			
7. Generate 100% complete CDs and a 100% complete cost estimate based on input from 90% review above. Transmit hardcopy of drawings, specifications, and AutoCAD copy to the City.			
8. CD's shall use CSI new MF-04 MasterSpec format. The specifications shall also include a section on Measurement and a section on Payment similar to Exhibit H.			
9. 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. (covered under B. 7)			
10. Develop a full set of AutoCAD, or compatible software, bid set drawings for use by the City. These drawings will become the property of the City at the end of the project. The A/E team shall be released from responsibility for future work done using these drawings not directly involving the A/E team. Electronic "as-builts" will not be required. (Covered under C.7)			
Professional Fees / Phase	\$24,910	\$18,940	\$2,728
Reimbursable Expenses / Phase	\$1,162	\$185	\$80
12% Adm. Mark-Up on Consultant Fee	n/a	\$2,273	\$327

Phase Total  
\$6,492

1. Make all final changes to the CD's to prepare them for bidding. Revise Division 1 specifications to assure proper coordination with the City's Division 0 as directed by the PM.			
2. Develop a draft Bid Form as directed by the PM with multiple bid items and alternates. Prepared by City			
3. Because of the unique nature of this re-roofing project, a contractor Special Pre-qualification process will be conducted either before or in conjunction with the bidding process. Assist the PM as needed throughout the Special Pre-qualification process. Provide prequalification criteria to help in the selection of well-qualified contractors.			
4. Attend a pre-bid meeting with potential bidders as directed by the PM and prepare meeting notes.			
5. Respond to construction contractor questions, substitution requests, and generate draft addenda as needed during the bid period.			
<b>Professional Fees / Phase</b>			
	\$5,100	\$988	\$0
<b>Reimbursable Expenses/Phase</b>			
	\$100	\$185	\$0
<b>12% Admin. Mark-Up on Consultant Fee</b>			
	n/a	\$119	\$0

Phase Total  
\$36,829

CONSTRUCTION ADMINISTRATION			
1. Provide all basic architectural and engineering services during construction phases. This includes, but is not limited to, coordination of sub-consultants, material research and specification, attend on-site meetings every week, take and distribute meeting notes, observe construction for conformance with CD's, respond to requests for information, prepare proposals and architect's supplemental instructions, change orders, review submittals, and project close-out documents.			
<b>Professional Fees / Phase</b>	\$25,520	\$9,664	\$0
<b>Reimbursable Expenses / Phase</b>	\$300	\$185	\$0
<b>12% Admin. Mark-Up on Consultant Fee</b>	n/a	\$1,160	\$0

ASSUMPTIONS - ARCHITECTURAL SERVICES AREA			
Work outside of original scope of the work will be undertaken as directed by the City and for which a related fee has been agreed upon.			
1. Track drainage testing and prepare fee proposal should additional work be needed due to drainage problems.			
2. Determine if any mechanical, electrical or plumbing work is needed to be done due to the repairs that are needed. Provide the City with a fee due any such related architectural work.			
3. Determine if early order of specialty items is deemed necessary by the city. If so, assist the general contractor in ordering these materials.			
4. Update construction documents to reflect changes in the job and within the original scope of the work.			
5. Work outside the original scope of the work will be undertaken if directed by the City and for which a related fee has been agreed upon.			
6. We have assumed that no mechanical or electrical upgrades will be undertake.			
7. If found to be necessary, a Civil Engineer will be added to address subsurface water drainage issues.			
8. Any hazardous materials present on the site are the responsibility of the Owner.			
9. Unanticipated meetings, such as may be required by City Agencies, will be billed at our standard bill rates.			
10. No changes due to ADA requirements.			
11. The Scope of Consultant Service as listed in Attachment A are included in the scope of work that is outlined above.			

Architectural Resources Group Professional Services	\$80,850
Architectural Resources Group Reimbursables	\$2,182
12% Administrative Mark-Up on Consultant Fees	\$6,651
<b>Architectural Resources Group Lump Sum Fee</b>	<b>\$89,683</b>
Degenkolb Engineers Fee	\$49,262
Degenkolb Engineers Reimbursables	\$740
Architectural Cost Consultants Fee	\$5,332
Architectural Cost Consultants Reimbursables	\$180
<b>PROPOSED PROJECT TOTAL</b>	<b>\$145,057</b>