

187264

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

CONTRACT NUMBER 30004690

TITLE OF WORK PROJECT

**A/E SERVICES FOR PORTLAND COMMUNICATIONS CENTER
SEISMIC UPGRADE, ROOF REPLACEMENT AND ENVELOPE REPAIR**

This contract is between the City of Portland ("City," or "Bureau") and Carleton Hart Architecture, hereafter called Consultant. The City's Project Manager for this contract is Kristin Wells.

Effective Date and Duration

This contract shall become effective on July 1, 2015. This contract shall expire, unless otherwise terminated or extended, on March 31, 2017.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$224,891 for accomplishment of the work.
 (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Carleton Hart Architecture, P.C.

Address: 322 NW 8th Avenue, Portland, OR 97209

Employer Identification Number (EIN): 93-1156836

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

City of Portland Business Tax Registration Number: 423357

Citizenship: Nonresident alien Yes No

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

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

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

TERMS AND CONDITIONS

1. Standard of Care

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

2. Effect of Expiration

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

3. Order of Precedence

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

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

4. Early Termination of Contract

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

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to

terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

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

6. Assignment

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

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>. In connection with its activities under this Contract, the Contractor 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 as further described at: <http://www.portlandoregon.gov/bibs/article/455735>.

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.

X 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 contractor'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.

X 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.

X 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.

X 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 / X / 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: / X / 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 at: <http://www.portlandoregon.gov/bibs/45475>.

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

Contractor 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 Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor 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, Contractor, 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. Contractor understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Contractor 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.

**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

SCOPE OF WORK

Contractor shall provide architectural services described below for the seismic upgrade, roof replacement and envelope repair project at Portland Communications Center. Scope of work includes seismically upgrading the PCC to essential facility status, approximately 13,000 sf of roof replacement, and building envelope repair to solve current, and prevent future, leaking problems. The project will take place over two phases. Phase I includes document review, additional investigation and scope development. Phase II includes design development and refinement, contract document development, permitting and construction.

PHASE I PRE-DESIGN AND SCHEMATIC DESIGN (SD)

1. Review all available documents regarding previous studies and proposals. Some of the available studies and documents are preliminary in nature, and may be incomplete, and further investigation is required for adequate scope development and design response. Notify the BIBS Facilities Project Manager (Project Manager) of the information needed. If critical information is not available, but necessary for adequate scope and budget development, list in the risk assessment document described in item #12 below.
2. Meet with a maximum 5 person project advisory committee, 3 times or fewer during Phase I. Take meeting notes and distribute to committee members.
3. Provide updated cost estimates and additional information on options listed in the "Existing Roof Evaluation + Eco-Roof Feasibility Study" for the City to provide direction on the roofing type. This may also include additional information regarding structural upgrades required for the eco-roof installation.
4. Review structural approach outlined in Exhibit A of QBS-RFP No. FAC032 regarding structural approach to upgrade to essential facility seismic requirements. Conduct any field investigations as may be needed to fully understand the existing building conditions. Further develop the approach along with more detailed cost estimating for the structural scope of the project.
5. Identify any additional construction-related scope of work and costs; including but not limited to building tenants relocation during the construction period due to work disruption, or for safety reasons, project phasing, etc.
6. The mechanical and electrical scope of work includes the replacement of rooftop HVAC units RTU-1, RTU-2 and RTU-7 with a single unit sized to handle the cooling, heating and ventilation requirements for the areas service. The single HVAC unit shall include redundant cooling, heating, and supply systems to provide partial load capacity upon failure of a single component. The design work includes all necessary modifications of ductwork, piping and electrical components associated with the demolition and installation of the new units. This scope of work also includes the design of a stand-alone cooling system for the Simulation Training Room #226.
7. Prepare an Add Alternate Package which replaces seven units on a lower roof with similar capacity new units including seismic-rated curb and duct attachments. The general location of these units is shown in Exhibit C of QBS-RFP No. FAC032 and labeled RTU-4, RTU-12, RTU-13, ACC-1, ACC-2, ACC-3 and ACC-4.

8. Prepare a more detailed project schedule from the preliminary project schedule required for this RFP that identifies the necessary major tasks and/or benchmarks during the design process. Estimate the time required to accomplish each major task, including those associated with design review and permitting. The project schedule shall be updated throughout the design process, and shall be used to schedule meetings and to plan the bidding and construction process.
9. Prepare a Phase I cost estimate including all project scope of work items.
10. Prepare a companion document that identifies potential risk issues that could negatively impact the project budget or schedule. Contractor shall help develop strategies to mitigate these risk impacts. The risk assessment document or risk log shall be updated throughout the design and construction process.
11. Provide detailed deliverables matrix for each document submittal and submit to Project Manager for review and approval.
12. Completion of a Schematic Design drawing and report package.
13. Upon Project Manager review and approval of Phase I Pre-Design and Schematic Design deliverables, the City will provide the appropriate direction to move forward with Phase II Design Services.

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

1. Upon written approval of the Schematic Design (SD) by the Project Manager, proceed with Design Development (DD) documents.
2. Meet with the project advisory committee up to three times during Phase II. Take meeting notes and distribute to committee members.
3. Provide all documentation necessary to describe the scope of work existing conditions, demolition, and new construction, including new or modified system relationships by means of plans, sections, elevations, construction details, and equipment layouts.
4. Develop specifications that identify major materials and systems, and establish, in general, their quality levels. Major materials and systems selection should follow green building best practices as guided by the current version of the USGBC's LEED rating system for building design and construction.
5. Prepare a semi-final set of DD documents (Drawings and Specifications), including an updated schedule and risk log, and review with the Project Manager and the project advisory committee.
6. The surrounding project area is space constrained making parking a challenge. Evaluate surrounding parking constraints and develop a parking plan for use during construction. Develop a project phasing plan in coordination with the project manager and project advisory committee. The phasing plan will be made part of the contract documents and define where the contractor can stage construction materials, etc.
7. Provide a DD 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.
8. Integrate information from the Project Manager's review into final DD documents and obtain written approval before proceeding with Construction Documents (CD).
9. Provide Construction Documents, drawings and specifications, based upon the DD document approved by the Project Manager. These documents shall describe in detail all aspects of the construction of the project. CD's should be clear and complete in order to keep change orders to a minimum.
10. CD's should be submitted for review to Project Manager at 50%, 95%, and 100% completion along with an updated cost estimate and schedule at 95% CDs.
11. Coordinate the inclusion of Division 0 and portions of Division 1 provided by the City into the Project Manual or specifications. Utilize the Construction Specifications Institute (CSI) MasterFormat™ 2004 edition format for specifications.
12. Incorporate 95% review comments into the CDs and submit the final and complete CD's (drawings and technical specifications) unbound to the Project Manager. The City will print out the bid sets and make them available to prospective bidders.
13. The city will print out the sets for permitting and the Contractor shall submit them for permitting and respond to check sheets and requirements to receive all permits required.
14. The Contractor 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.
15. The Contractor shall attend the pre-bid and pre-construction meetings.
16. During the Construction Administration phase (CA), the Contractor, and his/her sub-consultant team, shall perform timely site visits and observe construction to the degree necessary, and as required to ensure conformance with the CDs. The Contractor shall document progress and any conditions needing remediation in Site Visit Reports.
17. Construction meetings shall be scheduled at regular intervals. The Contractor shall prepare meeting notes for electronic distribution to all attendees within 72 hours of the meeting. Meeting notes shall contain at a minimum adequate detail to document construction progress, action items, decisions, and risk issues that could negatively impact schedule or budget.
18. The Contractor shall review and provide answers in a timely manner to contractor Requests for Information (RFIs), The Contractor 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).
19. At substantial completion, the Contractor shall develop a punch list itemizing work remaining or needing correction, to meet the intent of the CDs. Upon completion of the punch list items, the Contractor shall make final inspection of the project.
20. Provide a full record drawing set ("as-builts") electronically in a recent version of AutoCAD™ to the Project Manager for future reference. Drawing files shall conform to City standards and file naming conventions as shown in Exhibit C of QBS-RFP No. FAC032. The record drawing set shall incorporate mark-ups and changes from the construction contractor site copy, as well as all changes associated with the items listed in 18 above. The Contractor will not be held liable for the accuracy of the information received from the Construction 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. The Contractor shall be released from responsibility for future work done using these drawings not directly involving the Contractor.

DELIVERABLES AND SCHEDULE

Deliverables shall be considered those tangible resulting work products which are to be delivered to the Bureau of Internal Business Services Facilities such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. 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 confirm work plan and schedule. Provide meeting notes to all attendees.
- b. Meet with a maximum 5 person project advisory committee, 3 times or fewer during Phase I. Take meeting notes and distribute to committee members.
- c. Fully developed schematic design options as requested in Phase I above, described in enough detail for the City to make an informed decision.
- d. Phase I cost estimates for all aspects of the scope of work as described.
- e. Detailed project schedule per the tasks above.
- f. Risk and mitigation document per the tasks above.
- g. Meetings and meeting notes distributed in a timely manner to attendees.
- h. Anticipated time for Phase I: 2 months or less

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

- a. Meet with the project advisory committee up to three times during Phase II. Take meeting notes and distribute to committee members.
- b. Provide updated cost estimate at 95% DD with VE proposal if over budget.
- c. Submit DD review documents at 95% complete.
- d. Submit CD review documents at 50%, 95%, and 100% complete.
- e. Provide cost estimates at 95% complete.
- f. Develop a phasing plan and parking plan.
- g. Develop a risk assessment document or risk log, and update throughout Phase II.
- h. Submit application(s) for permit to all required City of Portland review authorities. Respond to check sheet comments and make changes to CDs as required.
- i. Make final revisions to CDs and prepare a Bid set.
- j. Attend pre-bid and pre-construction meetings. Take and distribute meeting notes.
- k. Respond to substitution requests and bid document clarification requests.
- l. Generate addenda using City's addendum form provided by Project Manager
- m. Prepare Site Visit Reports per the tasks above.
- n. Attend all construction meetings during construction period, take and distribute notes.
- o. Review and approve all project documents from the Contractor and issue additional project clarification and information as necessary per the tasks above.
- p. Prepare and deliver electronic Autocad and PDF files of as-built documents per the tasks above.

CONSULTANT PERSONNEL

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

NAME	ROLE ON PROJECT
Brian Carleton, AIA	Principal
Corey Morris	Project Manager
Jon Eisner	Project Architect
Logan L. Cravens, AIA, ICC, LEED AP BD+C	Sustainability Lead

SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Cundiff Engineering	M/E/P	12%
GRI	Geotech	3%
Architectural Cost Consultants	Cost Consulting	7%
Façade Group	Enclosure	20%
ABHT	Structural	24%

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

COMPENSATION

The maximum that the Consultant can be paid on this contract is \$224,891 (hereafter the “not to exceed” amount.). The “not to exceed” amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

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

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

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

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed those set forth in Exhibit A (fee schedule dated June 19, 2015).

Standard Reimbursable Costs

The following costs will be reimbursed without mark-up and shall not exceed \$4,450: Printing, photocopying, mileage, fax transmissions, photography expenses, and messenger services.

Subconsultant Costs

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

Adjustment of Labor Rates Due to Inflation

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

Rate increases are subject to the following limitations:

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

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

Progress Payments

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

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

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

ACH Payments

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

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

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR 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.

Contractor Signature: _____ Date: _____ Entity: _____

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

As an independent contractor, 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 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

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONTRACTOR DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
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

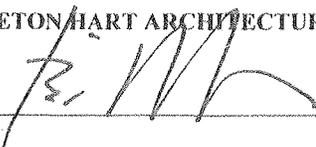
CONSULTANT SIGNATURE:

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 contractor as defined in ORS 670.600.

CARLETON HART ARCHITECTURE, P.C.

BY:  _____ Date: 6.25.15

Name: BRYAN CARLETON

Title: PRINCIPAL

CONTRACT NUMBER: 30004690

CONTRACT TITLE: A/E Services for Portland Communications Center for Seismic Upgrade,
Roof Replacement and Envelope Repair

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney

EXHIBIT A - FEES

City of Portland - Portland Communications Center Seismic, HVAC and Reroof

TASK #	STAFF POSITIONS HOURLY BILLING RATES	Carleton Hart				ABHT Structural					Candiff Engineering			GRI Geotech			Façade Group		ACC	
		PIC	PM	PA	JC	PIC	PM	PE	CAD	Admin	PIC	Engnr	CAD	PIC	PE	CAD	PIC	Admin	PIC	Senior Enr
		150	120	100	85	150	120	110	90	85	140	120	80	150	80	75	150	85	150	120
1. Schematic Design (Phase 1)																				
	Project Administration		8			2	2				2	4						6		
	Develop preliminary roof membrane options			1														2		
	Meeting #1 - Kick-off	2	2	2		2	2				2							4		
	Existing Documentation																			
	Review previous design efforts		2	4		4	4				4									
	Confirm as-builts		4	8	8	2	4				2									
	Identify/complete additional field work			8	8		8	8			2									
	CAD backgrounds for design team (site, roof, floor)				18															
	Geotech Analysis																			
	Review existing geotech reports													4	4.66					
	Site specific seismic design report													4	40					
	Coordination with structural engineer													8	12					
	Seismic Upgrade																			
	Field investigations			4																
	Lateral analysis					2	8	16												
	Shear analysis					2	8	24												
	Engineer new openings for 7 replacement HVAC units					2	4	14	4											
	Drawings					2	10	8	24											
	Roof Membrane Selection																			
	Review previous recommendations, discuss eco-roof options		1	1		1	2													
	Envelope																			
	Review previous studies and reports		1	2															4	
	Identify additional investigation and field testing to be completed			4															2	
	Schedule and conduct additional investigation and field testing			8															8	
	Identify and design solutions to identified problems (build upon previous)		1	4															12	
	Meeting #2 - Review Seismic, envelope and roof membranes		4	4		3	3												2	
	Develop MEP design																			
	Alternate package for additional unit replacements			1							8	8								
	Develop alternate plan for upgrading heat capacity at some VAV boxes										20									
	Develop logistics plans																			
	Occupancy/temporary relocation plan			3	8															
	Construction staging plans			2	4															
	Update and develop project schedule		2			1	2													
	Develop Risk Assessment Document		2	2															1	

Meeting #3 - Review MEP design, logistics		4	4							4	4							
Finalize documents, issue SD package																		
Site plan, roof plan, floor plans		2	8	16													4	
Architectural details		2	8	16														
Develop cost estimate																		
Meet, questions, review		1	3		1	2				4	4						14	35
Finalize Phase 1 Report		4	8	4	2				2	6	4						2	
Phase Subtotal		2	40	89	80	28	58	70	28	2	54	24	0	16	56.66	0	47	0
Subtotal by Discipline	19,200.00				21,330.00						10,440.00			7,499.40			7,050.00	6,377.00
2. Design Development																		
Design Development																		
Develop seismic design			2	8		4	16	16	12									
Develop envelope design	1	1	4														14	
Develop roof design	1	1	2	4													4	
Develop MEP design		1	2							4	4							
Develop floor, ceiling and finish plans		2	16	24														
Develop logistics and phasing plans		1	2	8														1
Meeting #4 - Review seismic, envelope, roof, MEP and logistics/phasing		3	3		2												3	
Finalize design			16	24						4	4						12	
Specifications		6			2	8											6	
Cost estimate		1	2							2	2							12
Complete LEED checklist			3															24
Update project schedule		1																
Update project risk log	1	2	2			1					1						1	
Meeting #5 - Review 95% DD package with City project manager		2	2															
Revise DD package			4	8														
Issue final DD package			1	1	2	4	8	4									2	
Phase Subtotal		3	23	57	69	10	29	24	16	0	10	14	0	0	0	0	43	0
Subtotal by Discipline	14,985.00				9,060.00						3,080.00						8,450.00	4,740.00
3. Construction Documents and Permitting																		
Drawing development and coordination		2	16	24	3	12	28	12			12						24	
Specifications		2	2								6						8	
Update schedule		1																
Cost estimate (deleted per KW)																		
50% Review meeting		2	2															
Drawing development and coordination		2	16	24													40	
Update schedule		2																
95% Review meeting		1	2															
Cost estimate		1	2															12
Drawing development and coordination		1	8	16	4	16	20	17		4	4						4	
Finalize specifications		1								3	2						2	
Update schedule		2																
Cost estimate (deleted per KW)																		

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100% Review		1	1																	
Building permit submission				8																
Expedite permit/answer permit review questions				8	1	6	2	1		2	2									
Prepare bid set		1	4	8				4	1											
Phase Subtotal		0	19	67	72	8	33	54	31	0	9	28	0	0	0	0	78	0	12	24
Subtotal by Discipline	13,695.00					13,890.00					4,820.00						11,708.00		4,740.00	
1. Bidding																				
Pre-bid conference				2			2					2						2		
Addenda / questions			2	8		1	2					4						6		
Phase Subtotal		0	2	10	0	1	4	0	0	0	0	6	0	0	0	0	8	0	0	0
Subtotal by Discipline	1,290.00					630.00					720.00						1,200.00			
2. Construction Administration																				
Pre-construction conference				4			2					2						4		
Administration				2		4			4		4	4								
Construction meetings (assume 3 hours weekly for 8 months = 24 meetings)				72																
Site observations (in addition to or possibly in conjunction with construction meetings)				12			8				8	8						40		
RFIs				80	24	2	8	12	4			8							32	
Submittals				24								8							32	
Change Order / Application for Payment review				12								2.5							4	
Punch list				4								4							4	
Final site review				4	4														4	
Record drawings				8	16		8	12				8							4	
Final letter of conformance (structural engineer)							2													
Phase Subtotal		0	4	222	40	6	28	24	4	4	12	44.5	0	0	0	0	124.00	0	0	0
Subtotal by Discipline	15,281.00					7,520.00					7,020.00						13,600.00			
TOTAL HOURS		5	88	455	261	51	153	172	79	6	85	316.5	0	16	56.66	0	300.00	0	38	83
FEE SUBTOTAL BY PERSONNEL		750	10,580	46,540	18,365	7,650	18,360	19,920	7,110	580	11,900	13,980	0	2,400	5,059	0	45,000	0	5,814	10,043
FEE TOTAL BY FIRM			13,775				52,430				23,880			7,499			45,000		16,857	
EXPENSE ESTIMATE			1,500				500				1,000			300			750		500	
SUBTOTAL FEE BY FIRM			15,275				52,930				24,880			7,799			45,750		17,357	

SUMMARY

Total Professional Service Fee	220,441
Total Expense Estimated Fee	4,450
Total Project Fee	224,891

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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.