

**RESOLUTION NO. 2285**

**A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS ITS LOCAL CONTRACT REVIEW BOARD AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PIVOT ARCHITECTURE TO PROVIDE CONSTRUCTION DOCUMENTS INCLUDING BIDDING-RELATED SERVICES FOR THE SMART ADMINISTRATION AND FLEET MAINTENANCE FACILITY PROJECT.**

WHEREAS, the City of Wilsonville previously concluded a competitive selection process for professional schematic design services for the SMART Administration and Fleet Maintenance Facility located on city-owned property on Boberg Road; and

WHEREAS, upon completion of the aforementioned competitive selection process, the City Council of the City of Wilsonville acting in its capacity as the city's Local Contract Review Board awarded a professional services agreement to a design team lead by Pivot Architecture as set forth in Resolution No. 2263; and

WHEREAS, Pivot Architecture successfully completed the SMART Administration and Fleet Maintenance Facility Phase 1 schematic design phase; and

WHEREAS, the contract related to this resolution is Phase 2 of design services for which Pivot Architecture has already been competitively selected to provide; and

WHEREAS, given the extensive and valuable information which Pivot Architecture and their design team have acquired and utilized in the development of the schematic design plans, and the high probability that another professional architectural team would have to duplicate work previously completed and paid for by the City resulting in duplicate cost and increased time, staff recommends that the Council award Phase 2 of the contract for professional services to Pivot Architecture to provide construction documents including bidding-related services for the SMART Administration and Fleet Maintenance Facility; and

WHEREAS, after reviewing the fees associated with providing the requested professional services, staff has determined that the fees for the services as proposed by Pivot Architecture are found to be fair and reasonable reflecting the extensive and valuable information which will not have to be reconstructed or duplicated thereby reducing the overall project costs.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council serving in its role as Local Contract Review Board does hereby approve and authorize the execution of a Professional Services Agreement in the amount of \$824,577.00 between the City of Wilsonville and Pivot Architecture, a copy of which is marked Exhibit No. 1, attached hereto and incorporated herein to provide the professional services recited within for the SMART Administration and Fleet Maintenance Facility project.

3. This resolution shall be effective upon adoption.

ADOPTED by the City of Wilsonville at a regular meeting thereof this 18<sup>th</sup> day of April, 2011, and filed with the Wilsonville City Recorder this date.

  
TIM KNAPP, MAYOR

ATTEST:

  
Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Councilor Núñez	Yes
Councilor Goddard	Yes
Councilor Hurst	Yes
Councilor Starr	Yes

Attachment: Exhibit #1 City of Wilsonville Professional Services Agreement

**CITY OF WILSONVILLE  
SMART OPS/FLEET FACILITY  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page by and between the City of Wilsonville, Wilsonville, Oregon (hereinafter referred to as the "City"), and Pivot Architecture, 72 West Broadway, Eugene, Oregon 97401 (hereinafter referred to as "Consultant").

WHEREAS, City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that it is qualified on the basis of specialized experience and technical competence and prepared to provide such services as City does hereinafter require.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

**A. Term**

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless earlier terminated in accordance herewith.

**B. Consultant's Services**

B.1 The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.

B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other

consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

- B.4 The existence of this Agreement between City and Consultant shall not be construed as City's promise or assurance that Consultant will be retained for future services unrelated to this project.
- B.5 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.
- B.6 Consultant agrees to complete in satisfactory, proper and timely manner the services described in attached Exhibit A.

### C. Compensation

- C.1 Except as otherwise set forth in this Section C, City agrees to pay Consultant not more than \$824,577.00 for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on an hourly basis as shown on the Rate Schedule & Reimbursable Expenses attached as Exhibit B which is attached hereto and incorporated herein. Compensation shall be only for actual hours worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the amount of hours devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.
- C.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit A, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached Standard Hourly Rate Schedule, provided the parties comply with the requirements of Section Q. No compensation for additional services shall be paid or owing unless both parties specifically agree to such additional compensation and services.
- C.3 Consultant shall only be entitled to the compensation amount specified in subsections C.1 and C.2.
- C.4 Except for amounts withheld by City pursuant to this Agreement, Consultant will be paid for services for which an itemized bill is received by City within 30 days.
- C.5 City shall be responsible for payment of required fees, payable to governmental

agencies including, but not limited to plan checking, land use, zoning and all other similar fees resulting from this project.

C.6 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.

C.7 In the event Consultant's responsibilities as described on Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant proceed with such work.

**D. City's Project Manager**

City's Project Manager is Kristin Retherford. City shall give Consultant prompt written notice of any redesignation of its Project Manager.

**E. Consultant's Project Manager**

Consultant's Project Manager is Eric Gunderson. In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such redesignation. In the event that City receives any communication from Consultant of whatsoever nature which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

**F. Project Information**

City shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news or press releases related to the Project, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of City's Project Manager.

**G. Duty to Inform**

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to any decision or order made by City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of City's rights.

## H. Consultant is Independent Contractor

- H.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under Section C of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City. Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.
- H.2 Subcontracting: City understands and agrees that services identified on Exhibit A may be performed by those persons identified on Exhibit D. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the agreement without first obtaining the express written consent of the City.
- H.3 Consultant shall be responsible for and indemnify City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section H.
- H.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.
- H.5 No person shall be employed under the terms of this Agreement as described herein in violation of all wage and hour laws.
- H.6 Consultant shall make prompt payment as due to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Consultant of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H.7 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by

law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit C as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultants compensation is based.

H.8 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the agreement in whole or in part by the City.

## I. Indemnity and Insurance

I.1 Consultant acknowledges responsibility for liability arising out of the negligent performance of this Agreement and the attachments thereto, and all liability resulting from or incidental to the negligent acts, performance or errors or omissions of the Consultant or anyone acting on behalf of Consultant in connection with or incidental to the work performed under the contract. Consultant shall hold City harmless from and indemnify City from settlements, loss, costs, expenses, reasonable attorney's fees and damages in connection with losses or damages caused by Consultant's negligent acts, omissions, errors or willful misconduct provided pursuant to this Agreement or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval or acceptance by City, its Project Manager or City of Wilsonville employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from any and all costs and damages resulting from Consultant's failure to adhere to the standard of performance described in Section I.2.3. The provisions of this section shall survive termination of this Agreement.

### I.2 Insurance Requirements and Consultant's Standard of Care.

I.2.1 Consultant shall provide City with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the City, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.

- I.2.2 The City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.
- I.2.3 In the performance of its professional services, the Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will reperform any services not meeting this standard without additional compensation. Consultant's reperformance of any services, even if done at City's request, shall not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.
- I.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be revised, non-renewed, or canceled. The Consultant shall endeavor to provide for not less than 30 days' written notice to the City before the policy coverage may be reduced. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the City, its officers, employees and agents as additional insureds. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.
- I.2.5 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:
  - I.2.5.1 Workers' compensation and employers' liability insurance as required by the State where the work is performed.
  - I.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned,



non-owned, or hired vehicles, with \$500,000 combined single limits.

I.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and in the aggregate.

I.2.5.4 Professional liability insurance of \$1,000,000 per occurrence and in the aggregate, including contractual liability coverage. If Consultant proposes using subcontractors, in addition to any other requirements of this Agreement, City may require subcontractors to provide Professional Liability Insurance, provided the amount and form of coverage complies with the requirements of paragraphs I.2.1, I.2.2, I.2.3, I.2.4 and I.2.5.4.

I.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages identified in items I.2.5.2 and I.2.5.3.

I.2.6 The coverage provided by these policies shall be primary and any other insurance carried by City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by City for all such claims shall be no more than the amount of the applicable insurance deductible.

## J. Early Termination

J.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:

J.1.1 By mutual written consent of the parties;

J.1.2 By City for any reason within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person, or at such later date as may be established by the City; and

J.1.3 By Consultant, effective upon seven days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of the Consultant.

J.2 If City terminates the agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have,

Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.

- J.3 If City terminates the Agreement for its own convenience, payment of Consultant shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Consultant against City under this Agreement.
- J.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City which accrued prior to such termination. Consultant shall surrender to City items of work or portions thereof, referred to in Section N for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.

**K. Suspension of Work**

City may suspend, delay or interrupt all or any part of the work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Consultant's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Consultant.

**L. Subconsultants and Assignments**

- L.1 Consultant shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the Project Manager. The Consultant shall ensure that in all subcontracts entered into by the Consultant pursuant to this contract, the City is named as an express third party beneficiary of such subcontracts with full rights as such. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this contract without the written consent of City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by City.
- L.2 City shall have the right to let other agreements be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers or subconsultants on the project and the City so that all portions of the project may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and subconsultants and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

**M. Access to Records**

The City, Secretary of State's Office of the State of Oregon, the Federal Government and the duly authorized representatives of any of the above, shall have access to the books, documents, papers, records and receipts of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. The City, Secretary of State's Office of the State of Oregon, the Federal Government and authorized representatives shall have the authority to inspect, audit and copy from time to time, any records of the Consultant regarding billings or work under this Agreement for a period of four (4) years after the completion or termination of this contract.

**N. Work is Property of City**

N.1 Originals or Certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to City prior to completion or termination of this contract and prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials.

N.2 Consultant shall not be held liable for any damage, loss, increased expenses or otherwise caused by or attributed to the reuse, by City or their designees, of all work performed by Consultant pursuant to this contract without the express written permission of the Consultant.

**O. Law of Oregon**

The agreement shall be governed by the laws of the State of Oregon. The agreement provisions required by ORS Chapter 279 to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein. Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A shall be obtained and maintained throughout the term of this Agreement.

**P. Adherence to Law**

Consultant shall comply with all federal, state and local laws and ordinances, rules and regulations applicable to the work under this Contract. Consultant agrees that the public contract law provisions contained in ORS chapter 279 shall apply to and govern the performance of this Contract. Consultant shall certify compliance with ORS 670.600. Further, Consultant agrees to comply with applicable provisions of and amendments to the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973

and with all applicable requirements of federal and state and rehabilitation statutes, rules and regulations. Consultant shall also comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Further, all certificates, licenses or permits, which the Consultant is required by law to obtain or maintain in order to perform work described in Exhibit A shall be obtained and maintained throughout the term of this Agreement.

**Q. Modification**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has agreed to pay.

**R. Other Conditions**

R.1 Except as otherwise provided in paragraphs R.1.1, R.1.2, and R.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by the Consultant will be adequate and sufficient to accomplish the purposes of the project; and further, that any review or approval by the owner of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.

R.1.1 Subsurface Investigations. In soils, foundation, ground water, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

R.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of

labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that Owner's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.

R.1.3 Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is responsible for any errors or omissions about which the Consultant knew or should have known in the information from those employees or firms employed by the Consultant under the terms of the contract as stated therein that is incorporated into the record drawings.

R.2 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any subsequent breach by Consultant.

S. Assignments of Products Rights

The Consultant hereby assigns to the City all rights, title and interest, including but not limited to copyright rights, all notes, designs, drawings, specifications, technical data reports, electronic files and documentation, and other materials resulting from the Consultant's work under this contract.

T. Integration

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature below of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

U. Miscellaneous / General

Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this Agreement as described herein.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CONSULTANT  
PIVOT ARCHITECTURE

CITY OF WILSONVILLE

By \_\_\_\_\_  
Eric L. Gunderson  
Its \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Jeanna Troha  
Its \_\_\_\_\_  
City Manager Pro Tem


Mailing Address:

72 West Broadway  
Eugene, Oregon 97401

Mailing Address:

29799 SW Town Center Loop East  
Wilsonville, Oregon 97070

Employer ID. No. 93-0767638

	72 West Broadway	t.541.342.7291
	Eugene, OR 97401	
	pivotarchitecture.com	f.541.342.1535

April 11, 2011

Kristin Retherford, Project Manager  
 City of Wilsonville  
 29799 SW Town Center Loop East  
 Wilsonville, OR 97070

**Subject: Wilsonville SMART Operations & Fleet Facility  
 Proposal for Design Services Phase 2: DD, CD, and CA.  
 REVISED: Based on Schematic Design Budget Option 1**

Dear Kristin,

PIVOT Architecture is pleased to submit a proposal to provide architectural and engineering services for Phase 2 of the Wilsonville SMART Operations & Fleet Facility.

**Project Overview**

Schematic Design for the project was completed in February of 2011 and is fully described in the Schematic Design Report which includes drawings, narratives, program and other work defining the extent of the work. This proposal is specific to Option 1 with modifications approved by the Wilsonville City Council and staff following the council meeting of April 4. Option 1 is based on the original Schematic Design but with significant cost reductions. It consists of a Fleet Building of approximately 12,000 square feet which includes space for Admin offices, employee parking for about 38 cars, fleet parking for 28 vehicles. It eliminated automatic drive through washing and fueling. The board specifically added funds to allow the fleet building to be a conventional structure (as opposed to a pre-engineered metal building) and to change asphalt paving to concrete in the fleet area. Staff also requested that the design team prepare a bid alternate for a fueling facility. Key features of the project are listed below:

Option 1 dated 4/4/11:	Construction Cost Estimate	\$4,585,000
	Add Concrete Pavement	\$ 100,000
	Add Conventional Structure	\$ 200,000
	Add Alternate for Fueling	<u>\$ 400,000</u>
	Total Construction Cost	\$5,282,000

Tasks include Design Development, Construction Documents, Bidding, Permits, and Construction Administration. Buildings and canopies are assumed to be pre-engineered metal buildings.

**Responsibility for Budget**

The Architect, Consultants, and Owner agree to put forth their best skill and attention to remain within the budget for construction cost. The parties shall collaborate with one another to monitor costs, advise others on probable construction costs, providing notice when their part of the project exceeds the budget, and identify means of modifying the project to remain within budget.

**Design Team**

Architecture (A):	PIVOT Architecture	Eric Gunderson
Equipment Specialists (ES):	PB Americas Inc.	Mark Probst
Electrical (E):	Reyes Engineering	Flaviano Reyes
Mechanical & Energy (M):	Balzhiser & Hubbard Engineers	Mark Penrod
Structural (S):	Hohbach – Lewin Engineers	Vikki Bourcier
Civil (C):	PB Americas Inc.	Isabella Bejarano
Landscape (LA):	GreenWorks	Mike Faha
Cost Estimator (CE):	Architectural Cost Consultants	Stan Pszczolkowski

**Phase DD – Design Development**

General: The DD phase will include the reconciliation of the SD phase previously completed with the budget approved by City Council. It will be completed in accelerated fashion with the goal of refining scope and preparing for application to the City for site planning and engineering permits. The DD phase work will be suitable as a basis for start of construction documents for two bid packages, one for earthwork and a separate set for building and site improvements. The team will work together with the owner to complete an Earthwork bid package as early as reasonably possible.

**DD-1.0 DD Kickoff and Budget Reconciliation Workshop**

Participate in workshop with the Owner to reconcile budget and SD designs. Note that this task does not include repeating the SD phase. Review budget adjustments prepared by PIVOT for approval of City Council. Meet with Owner to refine the scope of work for each discipline. Identify cost reductions for each discipline needed to remain within budget. Identify options or alternates for ongoing cost control up to 10% of project budget.

Number of meetings, this phase:

- Site Workshop: 4 hours. Participation by A, C, LA
- Building Workshops: 2 hours for S, 6 hours for A, M, E, S.
- Equipment Workshop: 3 hours participation by ES by conference call.

Tasks per Discipline:

A: Schedule meetings, lead and facilitate meetings, and summarize. Coordinate narratives and budget for each part of the work.

A, E, ES, M, S, C, LA: Review budget adjustments presented to City Council. Prepare an agenda listing proposed scope. Attend one meeting with Owner and selected team members. Prepare deliverable for each discipline.

Deliverable(s):

1. Informal summary in narrative form describing the scope of work and stating the budget for each discipline. Identify options or alternates as needed to allow ongoing cost control.

**DD-2.0 Owner Review Meetings**



Prepare for and attend meetings, coordinate project activities, review and evaluate design activities, and to provide direction to the design team. Meetings listed for this task are in addition to the Workshop listed above.

Number of meetings, this phase:

- Meeting 1: Review findings of DD Kickoff and Budget Reconciliation Workshop. Confirm scope for DD.
- Meeting 2: Preliminary review of DD architectural base sheets and revised Maintenance equipment list and cut sheets.
- Meeting 3: DD check set review. Review designs and specifications prior to start of DD cost estimate. Identify contents of bid packages and define alternates.
- Meeting 4: Cost estimate and final DD review. Review of completed DD documents. Reconciliation of DD cost estimate and budget. Assist team in maintaining budget.
- Meeting 5: Assist City staff in presenting DD findings to City Council.

Tasks per Discipline:

A: Attend meetings listed above. Prepare agendas, attend and facilitate meetings, and summarize meeting conclusions and next steps.

ES, E, M, S, C, LA: Attend 2 owner meeting in Wilsonville this phase.

Deliverable(s):

1. Meeting summaries.

**DD-3.0 Design and Drawings**

Based on the Owner approved schematic designs and revisions determined during the DD Workshop, prepare drawings to fully define the materials, systems, and layout of the project. Complete work to 30% complete construction documents. Prepare engineering calculations. Comply with applicable codes. Communicate with other members of the design team to maintain quality control, coordination, and comply with instructions from the Owner and with prior approvals. Submit check sets to Architect for review and coordination. Make corrections requested by architect consistent with scope of work. Identify work included in each bid package. Identify alternates. DD documents to be suitable for obtaining approvals and permits for City Site Planning Review and Engineering Review. Prepare design development drawings, product cut sheets, code review, engineering calculations and supporting information.

General Tasks per Discipline:

- A: Prepare the architectural design development scope described above; lead the effort of the design team, facilitate coordination between the owner and the design team. Architectural design, Interior design, Site layout, signage, pavement markings, sidewalks and pedestrian ways, site furniture. Architect to prepare horizontal control plan for site layout.
- E: Lighting interior and exterior, electrical service and distribution, data and communication, rough in only for security, equipment connections,

- ES: Maintenance equipment and industrial design collaboration. Verification of on-site traffic maneuvering clearances. Provide supporting information to Mechanical for design of fueling equipment.
- M: Within building areas extending to within 5 feet of buildings, heating, ventilation, air conditioning, plumbing, fire protection, controls and alarms if any, equipment connections, process piping for compressed air, engine oil, and other maintenance fluids.
- S: Design of building structure for fleet, wash canopy, fuel canopy, and trash enclosure. Provide incidental structural supports for equipment, utilities, masonry walls and veneer, exterior wall framing, and architectural features. Design of foundations, slabs, and minor below grade drawings and sumps.
- C: Collaborate with LA for site grading and storm water system with the goal of achieving maximum value, budget, environmental design, and aesthetics. Provide design of site utilities including storm, sanitary, natural gas, site fire protection, and domestic water systems. Design vehicular pavements and associated curbs, maneuvering areas. Prepare grading plan of paved areas. Include connection to building utilities.

Notes: Horizontal control plan by A. Fees assume simplified storm water detention in a single basin (not dispersed).

- LA: Collaborate with C for site grading and storm water system with the goal of achieving maximum value, budget, environmental design, and aesthetics. Provide design of plant materials, planting areas, landscape irrigation. Collaborate on pedestrian ways and site furniture. Prepare grading plan for pedestrian ways and planting areas.

Deliverable(s):

1. DD Review Set including in-progress drafts of all plans, sections, and elevations that will be incorporated into the final set.

**DD-4.0 Specifications**

Prepare initial draft of specifications, focusing on materials and products.

Tasks per Discipline:

- A: Prepare DD draft of architectural and structural specification sections, based on CSI 2004 format.
- ES, E M, S, C, LA: Prepare DD draft specification sections, based on CSI 2004 format.

Deliverable(s):

1. DD Review Set of 3-part technical specifications based on CSI 2004 format.

**DD-6.0 Code Compliance**

Comply with applicable codes. Conduct code review including building code and land use code. Refine draft code analysis of building code and land use requirements applicable to the project. Meeting with local jurisdiction for planning and Engineering permit and for building permits.

Tasks per Discipline:

- A: Develop review of OSSC and Coordinate development of design with code.
- E, ES, M, S: Coordinate development of design with code.

A, C, and LA to collaborate on Land Use, storm water, erosion control, site fire protection and related site codes.

Deliverable(s):

1. Written code review from each discipline.

**DD-7.0 Cost Estimate**

Based on Design Development documents, prepare a cost estimate indicating construction costs for the initial build portions of the project. Cost Estimator to provide complete architectural and structural quantity take-off and estimate. M, E, C, LA, ES to provide quantity take off for their scope of work to Cost Estimator for development of cost estimate. Consultant team to carefully review a draft of the estimate and provide a written list of corrections. With consultant team members, identify candidates for bid alternates equally 10% of the construction budget for consideration by Owner. Estimates to include separate amounts for an Earthwork bid package and for separate site improvements and building bid package.

The cost estimate prepared by the design team will include construction “hard” costs. The estimate and budget for the project “soft” costs will be prepared and managed by the Owner.

Cost Estimate Type: Quantity Take Off.

Tasks per Discipline:

A. Coordinate cost estimating process with all consultants; review and prepare summary prior to sending to owner

E, ES: M, C, LA: Prepare quantity take off for respective parts of the project.

CE: Prepare draft and final cost estimate including Electrical, Maintenance Equipment, Mechanical, Civil and Landscape.

Deliverable(s):

1. Cost estimate organized by CSI 2004 Format divisions.

**DD-9.0 Administration**

Coordinate with Owner, coordinate with design consultants, and prepare monthly invoices. Manage meetings, deliverables, quality control, and assignments, and maintain communication.

Tasks per Discipline:

A: As noted above.

ES, E M, S, C, LA, CE: Support for task above.

Deliverable(s):

1. Monthly invoices informal communications.

**DD-9.1 Consultant Coordination**

Coordinate activities of the PIVOT Design Team in the development of the project.

Tasks per Discipline:

A: Develop project schedule, identify deliverable milestones, coordinate consultant attendance at owner meetings.

Deliverable(s):

1. Project schedule.

**Phase CD – Construction Documents**

The purpose of this phase is to refine the DD work, and to prepare documents suitable for obtaining building permits, and for construction, including competitive bids for construction contracts. Prepare separate documents for Bid Packages for A. Earthwork and B Buildings and site improvements. Include alternates. Project is to be competitively bid. Bid Package A to be prepared first with the goal of starting construction with during best weather conditions.

**CD-2.0 Owner Review Meetings**

Prepare for the upcoming meetings, to coordinate project activities, to review and evaluate design activities, and to provide direction to the design team.

Number of meetings, this phase: As below

- Meeting 1: Review of 70% complete CD documents prior to cost estimating.
- Meeting 2: Review of cost estimate.
- Meeting 3: Review of final CD documents.
- Meeting 4: Intermediate reviews and coordination meetings.

Tasks per Discipline:

A: Prepare agendas, attend and facilitate meetings, and summarize.

E, ES, M, S, C, LA: Attend 2 meeting(s) this phase.

Deliverable(s):

1. Meeting summary after each meeting.

**CD-3.0 Design and Drawings**

Based on approved Design Development documents and budget, along with review comments, prepare construction documents suitable for bids and permit. Comply with applicable codes. Communicate with other members of the design team to maintain quality control, coordination, and comply with instructions from the Owner and with prior approvals.

Consultants to submit reproducible check sets to Architect for review and coordination at 70% and 90% completion. Provide reproducible copies at 100% completion. Make corrections requested by architect consistent with scope of work. Prepare engineering calculations.

Prepare a list of submittals and inspections based on specifications sections prepared by the respective consultant(s).

Owner's geotechnical consultant to review earthwork, paving, and foundation specifications and drawings for consistency with report, and notify the architect of any discrepancies.

Tasks per Discipline:

A: Prepare the architectural drawings of this task; lead the effort of the design team, facilitate coordination between the owner and the design team.

E, ES, M, S, C, LA: Prepare drawings of this task. Scope as listed for DD.

Deliverable(s):

1. CD Review Set including in-progress drafts of all plans, sections, elevations, details, and schedules that will be incorporated into the final set.

**CD-4.0 Construction Documents – Specifications**

Project specifications will be based on Owner's master Divisions 0 and 1, and PIVOT master specification format for Divisions 2 through 14. Owner will provide PIVOT will an electronic copy of Divisions 0 and 1 for editing.

Tasks per Discipline:

- A: Update draft of architectural and structural specification sections, based on CSI 2004 format.
- E, ES, M, S, C, LA: Update draft of specification sections, based on CSI 2004 format.

Deliverable(s):

1. CD Review Sets of 3-part technical specifications based on CSI 2004 format for each of the document submittals outlined above.

**CD-6.0 Code Compliance**

Comply with applicable codes. Conduct code review including building code, and land use code. Refine draft code analysis of building code and land use requirements applicable to the project.

Tasks per Discipline:

- A: Coordinate development of design with code.
- E, ES, M, S, C, LA: Coordinate development of design with code.

Deliverable(s):

1. Updated code sheets.

**CD-7.0 Cost Estimate**

Based on 70% complete construction documents, prepare a detailed cost estimate indicating construction costs for the initial build portions of the project. Cost Estimator to provide complete architectural and structural quantity take-off and estimate. M, E, C, LA, ES to provide quantity take off for their scope of work to Cost Estimator for development of cost estimate. Consultant team to carefully review a draft of the estimate and provide a written list of corrections. With consultant team members, identify candidates for bid alternates equally 10% of the construction budget for consideration by Owner. Estimates to include separate amounts for an Earthwork bid package and for separate site improvements and building bid package.

The cost estimate prepared by the design team will include construction "hard" costs. The estimate and budget for the project "soft" costs will be prepared and managed by the Owner.

Cost Estimate Type: Quantity Take Off.

Tasks per Discipline:

- A. Coordinate cost estimating process with all consultants; review and prepare summary prior to sending to owner
- E, ES: M, C, LA: Prepare quantity take off for respective parts of the project.

CE: Prepare draft and final cost estimate including Electrical, Maintenance Equipment, Mechanical, Civil and Landscape.

Deliverable(s):

1. Cost estimate organized by CSI 2004 Format divisions.

**CD-9.0 Administration**

Coordinate with Owner, coordinate with design consultants, and prepare monthly invoices. Manage meetings, deliverables, quality control, and assignments, and maintain communication.

Tasks per Discipline:

A: As noted above.

Deliverable(s):

1. Monthly invoices.

**CD-9.1 Consultant Coordination**

Coordinate activities of the PIVOT Design Team in the development of the project.

Tasks per Discipline:

A: Develop project schedule, identify deliverable milestones, coordinate consultant attendance at owner meetings.

Deliverable(s):

1. None anticipated.

**CD-9.3 Printing Documents**

Assemble documents and coordinate reproduction. The cost of printing of bid and permit sets by Owner.

Tasks per Discipline:

A: Coordinate work of this task with owner.

Deliverable(s):

1. Documents ready for printing.

**Phase Pe – Permit Application**

The purpose of this phase is to obtain the building permit from the local jurisdiction.

**Pe.1 Submit Permit**

Prepare permit application, and submit along with required sets of drawings, and two sets of the project manual and the engineer calculations (energy code compliance forms and structural calculations). Cost of printing permit sets to be paid by Owner.

Tasks per Discipline:

A: Prepare permit submittal application and submit.

E: Provide energy code compliance forms for electrical.

M: Provide energy code compliance forms for mechanical and building envelopes.

S: Provide structural engineering calculations.

A, C, LA: Prepare Planning and site development and engineering permit application. Prepare separate permit application for Earthwork package.

Deliverable(s):

1. Building permits application.

**Pe.2 Coordinate with Plan Review**

Review and respond to plan review comments.

Tasks per Discipline:

A: Lead design team's response to the plan review comments.

E, ES, M, S, C, LA: Respond to the plan review comments applicable to discipline and coordination with PIVOT.

Deliverable(s):

1. Response letter and revision documents to local jurisdictions permit review letter.

**Pe.3 Project Administration**

Coordinate with Owner, coordinate with design consultants, and prepare monthly invoices. Manage meetings, deliverables, quality control, and assignments, and maintain communication.

Tasks per Discipline:

A: As noted above.

E, ES, M, S, C, LA: Support.

Deliverable(s):

1. Monthly invoices.

**Phase B/P – Bidding/Procurement**

The purpose of this phase is to assist the Owner with the bidding process. The project is to be competitively bid following public contract requirements.

**B/P.1 Distribution of Bid Documents**

PIVOT will assist the Owner with the ad for bid and the issuance of bid documents.

Tasks per Discipline:

A: Coordinate distribution of documents and communication bid information with the owner.

Deliverable(s):

1. Ad for Bid to Owner.

**B/P.2 Bid Period Activities**

Coordinate the preparation and distribution of addenda, respond to bidders questions, attend bid opening conducted by the Owner, and review bid results.

Tasks per Discipline:

A: Coordinate design bid activities, including tasks listed above.

E, ES, M, S, C, LA: Respond to bidder's questions and substitution requests; provide applicable addenda information to PIVOT. Note that attendance at the pre-bid meeting is not included.

Deliverable(s):

1. Addenda, Pre-Bid Meeting agenda, Bid Tabulation form.

**B/P.3 Post Bid Activities**

Assist Owner in review apparent low bidders qualifications, review post-bid submittals, and prepare construction contract.

Tasks per Discipline:

A: Coordinate design bid activities, including tasks listed above.

Deliverable(s):

1. None Anticipated.

**B/P.4 Administration**

Coordinate with Owner, coordinate with design consultants, and prepare monthly invoices. Manage meetings, deliverables, quality control, and assignments, and maintain communication.

Tasks per Discipline:

A: As noted above.

Deliverable(s):

1. Monthly invoices.

**Phase CA – Construction Administration**

The purpose of this phase is to review the progress of the work, and to clarify the design intent with the contractor. CA will occur in 2 phases. Package A, Earthwork is estimated to require 2 to 3 months. Nine to 10 months are anticipated for Package B Site Improvements and Buildings.

**CA.1 Pre Construction Meeting**

Attend Preconstruction meeting with Owner and Contractor. Review project requirements, project records, communications, schedule, submittal log, and other construction procedures. Two meetings are anticipated, one for each bid package.

Tasks per Discipline:

A: Prepare agenda, attend and facilitate meeting, and summarize.

Deliverable(s):

1. Pre-Construction Meeting agenda and summary.

**CA.2 Job Meetings**



Attend weekly meetings at the job site, also attended by the Owner, General Contractor, and sub-contractors as needed.

The purpose of the meeting is to communicate with contractor to anticipate work, review the progress of the work, identify deficient work, and generally endeavor to see that the project is built in conformance with the contract documents.

Tasks per Discipline:

- A: Attend and facilitate meetings, prepare and distribute summaries. Attend meetings every 2 weeks during construction.
- E: Attend up to 4 meetings.
- ES: Attend up to 2 meetings.
- M: Attend up to 4 meetings.
- S: Attend up to 4 meetings.
- C: Attend up to 6 meetings in 2 bid packages.
- LA: Attend up to 4 meetings.

Deliverable(s):

1. Summary of each meeting.

**CA.3 Site Visits**

Visit job site and observe construction, and generally endeavor to see that the project is built in conformance with the contract documents. Such observation is limited to the time allocated and the visibility of work. Prepare report of significant observations and direction to contractor. Maximum number of visits as listed below.

Tasks per Discipline:

- A: Conduct up to 24 field visits in addition to project meetings, summarize, and distribute to owner and contractor. Visits site every 2 weeks during construction.
- E: Conduct up to 4 field visits in addition to project meetings, summarize, and distribute to PIVOT.
- ES: Conduct up to 2 field visits in addition to project meetings, summarize, and distribute to PIVOT.
- M: Conduct up to 4 field visits in addition to project meetings, summarize, and distribute to PIVOT.
- S: Conduct up to 4 field visits in addition to project meetings, summarize, and distribute to PIVOT.
- C: Conduct up to 6 field visits in addition to project meetings, summarize, and distribute to PIVOT.
- LA: Conduct up to 4 field visits in addition to project meetings, summarize, and distribute to PIVOT.

Deliverable(s):

1. Brief report from each time on site.

#### **CA.4 Clarifications and Change Orders**

Respond to reasonable requests for information from the contractor. Prepare clarifications and change orders consistent with original project scope and previous approvals or as needed to correct errors or omissions in the construction documents. All other changes to the project scope to be addressed as additional services.

Tasks per Discipline:

- A: Lead design team efforts in the coordination of clarification and change orders.
- E, ES, M, S, C, LA: Coordinate clarifications and change order for this discipline with PIVOT.

Deliverable(s):

1. Scope of work proposals, proposal reviews and recommendations, and preparation of change documents.

#### **CA.5 Submittals**

Review shop drawings, samples, test reports, product data, Payment Applications, and other required submittals. Provide review comments and approval. Maintain submittal log.

Tasks per Discipline:

- A: Lead design team efforts in the coordination of submittals.
- E, ES, M, S, C, LA: Coordinate submittal review for this discipline with PIVOT.

Deliverable(s):

1. Submittal review cover for each submittal received.

#### **CA.6 Review Pay Application**

Review monthly pay application from general contractor, review progress of the work, request general contractor to revise application as appropriate, and send signed copy to Owner along with PIVOT review letter.

Tasks per Discipline:

- A: Lead design team efforts in the review of pay applications.
- E, ES, M, S, C, LA: Review monthly Schedule of Values for this discipline, and forward recommendation to PIVOT.

Deliverable(s):

1. Cover letter and/or transmittal with each pay application review.

#### **CA.7 Closeout**

Receive and review closeout submittals. Conduct one on site review to develop a punch list of deficiencies and work remaining. Prepare a punch list and distribute to Contractor and Owner. Conduct a second review upon written notice from the contractor of completion of all items.

Tasks per Discipline:

A: Lead design team efforts in the review of closeout submittals.

E, ES, M, S, C, LA: Review closeout submittals up to twice for this discipline, and forward recommendation to PIVOT; conduct up to two punch list reviews and provide punch lists to PIVOT.

Deliverable(s):

1. Punch list, and preparation of Certificate of Substantial Completion.

**CA.8 Administration**

Coordinate with Owner, coordinate with design consultants, and prepare monthly invoices. Manage meetings, deliverables, quality control, and assignments, and maintain communication.

Tasks per Discipline:

A: As noted above.

E, ES, M, S, C, LA: Support.

Deliverable(s):

1. Monthly invoices.

**Phase PCA – Post CA Services**

The purpose of this phase is to conduct the 11 month walk through and provide electronic record documents.

**PCA.1 Electronic Record Documents**

Prepare electronic project record documents based on bid set, change orders, and Contractor's Project Record Documents.

Tasks per Discipline:

A: Lead design team efforts in the updating of the design team's digital drawings.

E, ES, M, S, C, LA: Update digital drawings for this discipline based on known construction activity and provide to PIVOT.

Deliverable(s):

1. Updated drawings.

**Billing Rates for Hourly Services**

Billing rates for staff, charges for consultant services are as identified in the agreement. Rates are subject to change after December 31, 2012.

**Schedule**

See attached schedule.

**Proposed Fees and Expenses**

Compensation for services is based on hourly charges not to exceed the maximum amount shown below. Charges of subconsultants and expenses will be charged based on direct cost plus a markup of 5%. Charges for services by PIVOT will be invoiced based on the number of hours worked times the hourly billing rate as agreed upon in the contract.

**Wilsonville SMART Operations & Fleet Facility**

Proposed Fees & Expenses - Option 1

Updated 4/11/11

Assuming \$5,282,000 Construction Cost

Firm/Discipline	DD, CD, CA Phase 2		
	Services	Expenses	Total
<b>Lead Firm</b>			
PIVOT Architecture	\$390,000	\$10,000	\$400,000
<b>Subconsultants</b>			
PB Americas/ Equipment Specialists	\$50,042	\$7,952	\$57,994
PB Americas/ Civil Engineers	\$103,788	\$328	\$104,116
Reyes Engineering/ Electrical Engineers (DBE)	\$63,168	\$200	\$63,368
Balzhiser & Hubbard Engineers/ Mechanical	\$71,000	\$200	\$71,200
Balzhiser & Hubbard Engineers/ Energy	\$3,000	\$0	\$3,000
Hohbach-Lewin Inc/ Structural Engineers	\$47,000	\$500	\$47,500
GreenWorks/ Landscape Architects	\$40,000	\$200	\$40,200
Architectural Cost Consultants/ Cost Estimating	\$16,981	\$0	\$16,981
<b>Total Subconsultants</b>	<b>\$394,979</b>	<b>\$9,380</b>	<b>\$404,359</b>
Administrative fee for Consultants 5%	\$19,749	\$469	\$20,218
<b>Total Lead Firm &amp; Subconsultants</b>	<b>\$804,728</b>	<b>\$19,849</b>	<b>\$824,577</b>

Proposed fees are in addition to prior contract amounts.

Thank you for your consideration. We are prepared, and eager to begin this work as soon as possible, and the schedule has been established accordingly.

Please contact me if I can answer any questions.

Sincerely,

Eric L. Gunderson