

RESOLUTION NO. 1616

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE BUILDING OFFICIAL TO ENTER INTO A PERSONAL SERVICES AGREEMENT ON BEHALF OF THE CITY FOR ARCHITECTURAL DESIGN SERVICES FOR THE WILSONVILLE PUBLIC LIBRARY EXPANSION PROJECT.

WHEREAS, The City Council adopted the 1999-00 budget which included the Wilsonville Public Library Expansion Project, CIP Project 806; and

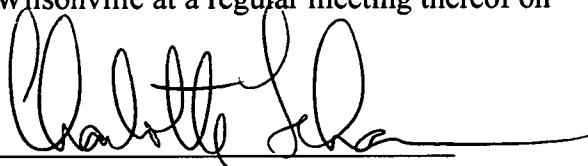
WHEREAS, The City Council has duly sought and received design services from various architects; and

WHEREAS, the Library Building Expansion Review Committee and City staff recommend that the City enter into a personal services agreement with Richard R. Turi for architectural design services in the amount of \$33,470 for the Wilsonville Public Library Expansion Project; and

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

1. Design services for the Wilsonville Public Library Expansion Project was approved and added to the 1999-2000 Capital Improvement Project budget.
2. The City Council acting as the local contract review board hereby approves and authorizes the city Building Official to sign a professional services agreement, an unsigned copy of which is marked "Exhibit A" attached hereto and incorporated herein, between the City of Wilsonville and Richard R. Turi, Architecture and Planning.
3. The outlined work plan for such services be followed, a copy of which is marked "Exhibit B" attached hereto and incorporated herein.
4. The City Council authorizes expenditure of these funds for the contract not to exceed the budgeted amount from Account Number 580-49130-5000-806, Budget Amount \$105,000.00.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof on the 7th day of February 2000.



CHARLOTTE LEHAN, MAYOR

ATTEST:



Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	<u>Yes</u>
Councilor Barton	<u>Yes</u>
Councilor Helser	<u>Yes</u>
Councilor Holt	<u>Yes</u>
Councilor Kirk	<u>Yes</u>

Exhibit "A"

AIA DOCUMENT B141-1997

**Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services**

AGREEMENT made as of the **Fifteenth** day of **February**
in the year **Two Thousand**
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:

(Name, address and other information)

City of Wilsonville
30000 S.W. Town Center Loop E
Wilsonville, OR 97070

and the Architect:

(Name, address and other information)

Richard P. Turi
Architecture & Planning
P.O. Box 1107
North Bend, OR 97459

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

For the following Project:

(Include detailed description of Project)

An approximately 17,000 square foot addition to the existing 7,500 square foot public library building located at 8200 S.W. Wilsonville Road in Wilsonville, Oregon. Work will also include remodeling of the existing building and associated site development work.



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The Owner and Architect agree as follows.

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ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

Construct a new addition and remodel existing space to create a well functioning public library facility of approximately 24,000-25,000 square feet.

1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

Project is an addition to an existing facility.

1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

Owner has a preliminary program. Architect will work with the Owner to refine the program.

1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

Site for new construction is the site of the existing library. Owner will need to verify legal boundaries.

1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: **Not yet established.**

.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: **Not yet established.**

1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

Owner has requested completion of phase one design services by June 15, 2000.

1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Not yet determined.

1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

None yet identified.



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1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

(Owner to identify.)

1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

(List name, address and other information.)

(Owner to identify.)

1.1.3.3 The Owner's other consultants and contractors are:

(List discipline and, if known, identify them by name and address.)

None.

1.1.3.4 The Architect's Designated Representative is:

(List name, address and other information.)

Richard P. Turi

1.1.3.5 The consultants retained at the Architect's expense are:

(List discipline and, if known, identify them by name and address.)

Phase One Design Services:

- Mech./Elect. Engineering: M.F.I.A., Inc., Portland, Oregon
- Structural Engineering: Biggs Cardosa, Eugene, Oregon

Phase Two Design Services:

- Mech./Elect. Engineering: M.F.I.A., Inc., Portland, Oregon
- Other Consultants: Not yet verified

1.1.4 Other important initial information is:

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.3.



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ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

1.2.2.3 The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.



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1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall



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obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

1.3.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;



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- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1.

1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

1.3.5 ARBITRATION

1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.

1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim,



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dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

1.3.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.

1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.



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13.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

13.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

13.8 TERMINATION OR SUSPENSION

13.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

13.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

13.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

13.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

13.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

13.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 1.3.8.7.

13.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.



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1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Paragraph 1.5.5;
- .8 other similar direct Project-related expenditures.

1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

(List other documents, if any, delineating Architect's scope of services.)

See attached letter proposal (4 pages) dated February 1, 2000 marked Exhibit "A".

1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)

See attached portion of architectural proposal titled "Approach To Planning/Design Process ... Work Plan" (2 pages) marked Exhibit "B".



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1.4.2 **Special Terms and Conditions.** Special terms and conditions that modify this Agreement are as follows:

The Architect is only authorized to proceed with what is described in attached Exhibits "A" & "B" as "Phase One Design Services".

Phase Two Design Services will be implemented subject to the Owner securing construction funding.

ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Phase One Design Services:

- A fixed fee of \$33,470.00 as outlined in the attached Exhibit "A".

Phase Two Design Services:

- To be negotiated at a later date.

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

See attached hourly rate schedule.

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of (1 . 1) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of (1 . 0) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows:



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1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of **Zero** Dollars (\$ **-0-**) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 Payments are due and payable **Ten** (**10**) days from the date of the Architect's invoice. Amounts unpaid **Thirty** (**30**) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

Service charge equal to 2% of the unpaid balance.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

1.5.9 If the services covered by this Agreement have not been completed within **Twenty-four** (**24**) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

(Printed name and title)

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STANDARD FORM
AGREEMENT

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

1-12



Exhibit "B"

February 1, 2000

Mr. Martin Brown, Building Official
 City of Wilsonville
 30000 S.W. Town Center Loop E
 Wilsonville, OR 97070

RE: Public Library Expansion

Dear Martin:

As requested, the following is my fee proposal for Phases One and Two Architectural Services.

Phase One:

- o Task One: Initial meeting as described in the architectural proposal. I would also like to do some zoning and site research on this trip.

-	Principal Architect: 12 Hrs. @ \$60/Hr.....	\$720
-	Reimbursables:.....	\$100

- o Task Two: Building/Site Programming:
 I anticipate at least three meetings to review and discuss programming information and initial design concepts. Based on our discussions, I will formulate a "space requirement" program along with calculating book capacities, seating capacities, etc... Preliminary sizing of mechanical and electrical spaces will also be performed. The final work product will include 10 copies of a building program document and some diagrammatic sketch plans.

-	Principal Architect: 75 Hrs. @ \$60/Hr.....	\$4,500
-	Mechanical/Electrical Engineering.....	\$1,000
-	Reimbursables:.....	\$ 500

- o Task Three: Preliminary design work as described in my proposal. Work will also include a comprehensive building code and ADA review. A seismic study will be performed on the existing structure by a licensed structural engineer. Work product will consist of preliminary design drawings and a report addressing code, ADA, and seismic issues. I anticipate making three site visits, one of which should involve a semi-formal review with the Library Board.

-	Principal Architect: 90 Hrs. @ \$60/Hr.....	\$5,400
-	Seismic Analysis.....	See Summary Page
-	Reimbursables:.....	\$ 350

Mr. Martin Brown
 Page Two
 February 1, 2000

- o **Task Four: Schematic Design Package** - transfer preliminary drawings to autocad format and continue to refine the design proposal. Perform preliminary structural lay-out and mechanical/electrical sizing. Perform preliminary on-site civil engineering including site grading, storm water collection, and coordination of utility modifications. Prepare final design plans consisting of a site plan, floor plan/furniture plan, exterior elevations, building cross section, and one perspective-rendering. One set of drawings will be colored and mounted on presentation boards. A comprehensive project cost estimate will also be prepared. I anticipate making two or three site visits to complete this task.

-	Principal Architect: 40 Hrs. @ \$60/Hr.....	\$2,400
-	Associate Architect: 30 Hrs. @ \$50/Hr.....	\$1,500
-	Drafter: 80 Hrs. @ \$35/Hr.....	\$2,800
-	Engineering Fees.....	\$4,000
-	Reimbursables:.....	\$ 600

- o **Task Five: Town hall meetings and public presentations.**

For attendance at any public presentations held during normal working hours, I propose a flat rate of \$500 to cover both my time and reimbursables.

Phase One Summary:

<u>Task</u>	<u>Fees</u>	<u>Reimbs.</u>
Task One.....	\$ 720.....	\$ 100
Task Two.....	\$ 5,500.....	\$ 500
Task Three.....	\$ 5,400.....	\$ 350
Task Four.....	\$10,700.....	\$ 600
Task Five (assume up to 4 meetings).....	0.....	\$2,000
Sub-Total.....	\$22,320.....	\$3,550
Clerical Support: 30 Hrs. @ \$15/Hr.....	\$ 450.....	0
Sub-Total.....	\$22,770.....	\$3,550
Proposal From Biggs-Cardosa Structural.....	\$ 6,500.....	0
Mark-Up @ 10%.....	\$ 650.....	0
Total Phase One Fees.....	\$29,920	\$3,550

Total fee proposed is \$33,470 and includes attendance at (4) public meetings. Attendance at additional public meetings will be charged at the above quoted flat rate.

Mr. Martin Brown
Page Three
February 1, 2000

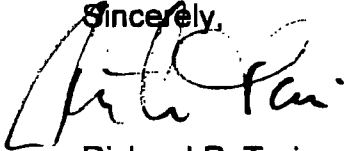
Phase Two:

Without knowing where "Phase One will lead", the complexity of the design, actual size of the proposed design, or project budget, I'm unable to quote you a fixed fee for Phase Two services at this time. I would propose that my fee for the Phase Two Design Services (construction documents, bidding coordination, and construction administration) could be based on 8% of the projected project cost (less the architectural portion of services already billed in Phase One). This 8% rate is for the typical basic services as described in the Standard Owner-Architect Agreement (A.I.A. Document B141-1997) and reflects the work plan outlined in my proposal. This rate also reflects my office providing all structural and civil engineering services "in-house". I understand that the City may require me to bring on consulting engineers for these disciplines. If this is the case, I will need to solicit specific fee quotes from such engineers before committing to a fee quote rate for Phase Two services.

I would like the opportunity to discuss with the Committee the issue of "additional consultants" prior to making it a mandatory requirement. There are some good reasons why one shouldn't "parcel-out" too much of the design work.

I hope you and the Committee find the information within this letter proposal acceptable. Please let me know what else you might need or what you might like modified.

Sincerely,



Richard P. Turi
Principal Architect

RPT/jk

BIGGS CARDOSA ASSOCIATES INC
STRUCTURAL ENGINEERS

1115 Pearl Street
Eugene, Oregon 97401
Telephone 541-344-2040
Facsimile 541-344-1821

January 28, 2000

Richard P. Turi
Architecture and Planning
P O Box 1107
North Bend, Oregon 97459

Attention: Richard P. Turi
Subject: Wilsonville Library - Seismic Analysis

Mr. Turi:

Biggs Cardosa Associates, Inc. is pleased to present the following proposal to provide structural engineering services for seismic analysis of the 10,000± square foot Wilsonville Library located in Wilsonville, Oregon. The structural system of the existing building is: spread footings supporting wood walls, roof and second floor mechanical room with some miscellaneous steel framing. The original plans were designed to UBC Seismic zone 2B and the owner would like to see if any retrofit measures are required for the current UBC zone 3 prior to the design of a planned addition. Architectural plans for the building are by Nagao & Oroyan Associates and dated October 1987.

The scope of services Biggs Cardosa Associates will be responsible for is as follows:

DESIGN SERVICES

1. Provide an initial site visit.
2. Perform lateral structural analysis for the existing structure to current "NEHRP Guidelines for the Seismic Rehabilitation of Buildings" (FEMA 273) required lateral loads and material capacities.
3. Prepare sketch details for major retrofits measures on the structure.
4. Prepare a report outlining proposed retrofit measures.

ASSUMPTIONS

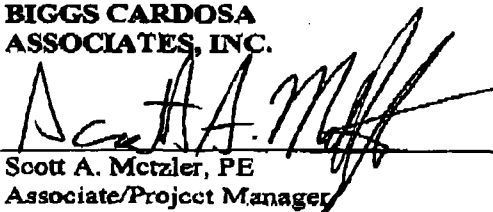
1. Plans for the existing building accurately represent the as-built conditions.
2. Construction documents for a retrofit are not part of this proposal.
3. Proposed addition to the existing Library will be seismically separated from the existing building or will be designed in such a way so as not to impose lateral loads that will overload lateral load resisting elements on the existing building.
4. Preliminary construction cost estimate will be by others.

Biggs Cardosa Associates, Inc. proposes to provide the design outlined above for a fixed fee of \$6,500.00.

We look forward to working with you on this professionally challenging project. Should you have any questions or comments please contact me.

Sincerely,

BIGGS CARDOSA ASSOCIATES, INC.



Scott A. Metzler, PE
Associate/Project Manager

Agreed to by:

Richard P. Turi,
Architecture and Planning

Date



APPROACH TO PLANNING/DESIGN PROCESS ... WORK PLAN

Your RFP requests that a complete work plan be submitted. However, your 15 page proposal maximum allows me to only provide an "abbreviated" outline. I would be happy to elaborate on these tasks during the interview process.

The following attempts to identify the work proposed for this planning effort and suggests an order for completion. However, the City may wish me to modify these tasks which I am certainly willing to do. Further, as work progresses, we may find that some tasks overlap one another. Please view this proposed outline as "flexible". I am certainly willing to tailor its contents to suit the needs and desires of the City of Wilsonville.

PHASE ONE: Design Services

o **Task One - Initial Design Meeting:**

Discussion will begin with a review of the City's goals and objectives for the project. This will be a good opportunity for the Library Expansion Planning Committee and the Architect to "get acquainted", share ideas and generally discuss the project.

o **Task Two - Building And Site Programming:**

During this phase of work we will discuss and scrutinize your current space needs study (from report dated 8/2/99). Eventually we will arrive at a final building program. Concurrent with the building programming will be an assessment of your existing site, including parking, vehicle access and circulation, and topography constraints. I understand you have an existing storm drain line running through a portion of your site. Does it need to be relocated, or can we (should we) design around it? I will start looking at this issue early on.

Some diagrammatic sketch plans will be developed for review at this stage. Several options and alternatives will be discussed with the Committee until a rough composite diagram of both building and site development is agreed upon.

o **Task Three - Preliminary Design:**

Building upon the diagrams completed in the last phase, I will begin a more detailed design process. Beginning with the floor plan, rough sketches will be developed to organize and arrange the functional aspects of the newly expanded facility. I feel it is extremely important to solve the functional aspects of a design first, and then begin discussing the aesthetic concerns. It is this kind of design approach that has led to the success of our previous library projects. After generating several cycles of sketch floor plans, we will eventually reach a point where we are all fairly comfortable with the operational aspects of a proposed design. It is then that I will begin exploring the "look" of the facility, both inside and out. Some obvious issues will arise. Does the new expansion reflect the design of the original building? Or does the new expansion adopt the design characteristics of the commercial development to the west and the existing building is "face-lifted" to match?

A comprehensive building code review will be performed on the existing building including an ADA review and a review of the structural adequacy/inadequacy of the existing structure.

Upon completing the above, a semi-formal review with the Library Board and City Council would be advisable.

o **Task Four - Schematic Design Package:**

The "sketches" referenced in Task Three would be more finely tuned into full schematic design drawings. These drawings would include the following:

1. **Site Plan - Drawing** will show building footprint and the proposed expansion, parking lay-out, property lines, surrounding streets, and an indication of site amenities such as landscaping, drive-up book returns, service/delivery access, and the like.
2. **Floor Plan - Drawing** will show the existing building and expansion in detail including furnishings and equipment.
3. **Exterior Elevations - Drawing** will show how the expanded building looks on the outside.
4. **Building Cross Section - Drawing** will depict a "cut" through the area of the expanded building depicting the volume of the interior space.

One set of schematic design drawings will be fully colored and mounted on presentation boards.

A comprehensive cost estimate will also be prepared including site development costs, building costs, furnishing costs, and costs for fees, permits, and the like. If requested, perspective-type renderings or a model will be produced.

o **Task Five - Public Input:**

This would be a good time to review the project with the public. A "town hall" meeting has been a very successful venue for me on past projects and I would propose to do the same here. I would be happy to help facilitate such a meeting, present the design to the public, and solicit comments and input.

If a significant number of public comments are received prompting a rather noticeable design change, we will incorporate these into the "Phase One" drawings. Otherwise, this task should complete the "Phase One" design services.



RICHARD P. TURI

Architecture & Planning

STANDARD BILLING RATES:

Principal Architect.....	\$60.00/Hour
Associate Architect.....	\$50.00/Hour
Project Architect/Manager.....	\$45.00/Hour
Senior Drafter.....	\$40.00/Hour
Drafter.....	\$35.00/Hour
Clerical.....	\$15.00/Hour

ADDITIONAL REIMBURSABLE EXPENSES:

Blueprints.....	\$ 1.50/Sheet
Photocopies.....	\$ 0.25/Sheet
Long Distance Phone Calls.....	Actual Cost
Postage.....	Actual Cost