

RESOLUTION NO. 3054

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT CONTRACT WITH PIVOT ARCHITECTURE FOR THE DESIGN OF THE SMART FACILITY EXPANSION PROJECT.

WHEREAS, the City has planned and budgeted for the design of CIP #8148, the SMART Facility Expansion Project, formerly known as “Phase II” (the Project); and

WHEREAS, the City solicited proposals from qualified consultants for the Project that duly followed Federal Transit Administration Contracting Rules, the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, two proposals were received on March 16, 2023, and PIVOT Architecture submitted a proposal for the Project, and the City subsequently negotiated with the proposer for \$851,724, of which \$137,821 is for preliminary design; and

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

Section 1. The procurement process for the Project duly followed Federal Transit Administration and Oregon Public Contracting Rules, and Pivot Architecture has provided a responsive and responsible proposal for professional services.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a consultant contract with PIVOT Architecture for a stated value of \$851,724 in substantially the form as attached hereto as Exhibit A.

Section 3. Effective Date. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of June 2023, and filed with the Wilsonville City Recorder this date.

DocuSigned by:

8A974AE3ADE042F

JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE10276B498...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Linville	Yes
Councilor Berry	Yes
Councilor Dunwell	Yes

EXHIBIT:

A. Professional Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the SMART Fleet Facility Expansion Project (“Project”) is made and entered into on this ____ day of _____ 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Pivot Architecture PC**, an Oregon corporation (hereinafter referred to as “Consultant”).

RECITALS

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

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform the design services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or

in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$851,724), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. Consultant's Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 18**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

Section 5. City's Rights and Responsibilities

5.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2022-23. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 16**.

Section 6. City's Project Manager

The City's Project Manager is Kelsey Lewis. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

Consultant's Project Manager is Burke Wardle. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those 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 newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. 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 Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the 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 the City's rights.

Section 10. Subcontractors and Assignments

10.1. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

10.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

10.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 11. Consultant Is Independent Contractor

11.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

11.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 18** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

11.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

Section 12. Consultant Responsibilities

12.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings 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 defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, 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. References to “subcontractor” mean a subcontractor at any tier.

12.4. Because this contract is funded, in part, by federal funds, Consultant must comply with all the required federal provisions of the Federal Transit Administration (FTA), as set forth in **Section 13**, below, some of which may overlap with those stated in this Section. Should a conflict exist, the stricter provision shall apply unless otherwise specifically pre-empted by federal law.

Section 13. Required Federal Provisions

This Agreement is funded, in whole or in part, with federal funds. Consultant must therefore comply with all of the following, in addition to the provisions listed above:

13.1. **Energy Conservation.** Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13.2. **Recovered Materials.** Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended (42 USC § 6962), and U.S. Environmental Protection Agency, “Comprehensive Procurement Guideline for Products Containing Recovered Materials” (40 CFR Part 247).

13.3. **Lobbying Restrictions.** Consultant certifies, to the best of its knowledge and belief, that:

13.3.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

13.3.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Consultant will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

13.3.3. Consultant will require that the language of this certification be included in the award documents for all sub-awards, at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13.4. **Access to Records and Reports.** The following federal access to records requirements apply to this Agreement:

13.4.1. Record Retention. Consultant agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Agreement, including but not limited to documents, reports, data, statistics, subcontracts, sub-agreements, leases, arrangements, other third party agreements of any type, and supporting materials related to those records.

13.4.2. Retention Period. Consultant agrees to comply with the record retention requirements in accordance 2 CFR § 200.333. Consultant will maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records will be maintained until the City, SMART, the Federal Transit Administration (FTA) Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

13.4.3. Access to Records. Consultant agrees to provide the City, SMART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, sufficient access to any books, documents, papers, and records of Consultant which are related to performance of this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, as reasonably may be required. Consultant also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed.

13.4.4. Access to the Sites of Performance. Consultant agrees to permit the FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

13.5. **Contract Work Hours and Safety Standards.** Consultant will comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 USC § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act; 40 USC § 3701 *et seq.*; and U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 CFR Part 5).

13.5.1. Records Retention. Consultant will maintain payrolls and basic payroll records during the course of performance of the Services under this Agreement and will preserve them for a period of three (3) years from the completion of the Services for all laborers and mechanics, including guards and watchmen, working on the Services. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

13.5.2. Access to Records. The records maintained pursuant to **Subsection 13.5.1** will be made available by Consultant for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Consultant will permit such representatives to interview employees during working hours on the job.

13.5.3. Subcontracts. Consultant will require the inclusion of the language of this **Section 13.5** within subcontracts of all tiers.

13.6. **Civil Rights Requirements.**

Under this Agreement, Consultant will, at all times, comply with the following requirements and will include these requirements in each subcontract entered into as part thereof.

13.6.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d), Section 303 of the Age Discrimination Act of 1975, as amended (42 USC § 6102), Section 202 of the Americans with Disabilities Act of 1990, as amended (42 USC § 12132), and federal transit laws at 49 USC § 5332, Consultant agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, or national origin. In addition, Consultant agrees to comply with applicable federal implementing regulations and other implementing requirements the FTA may issue.

13.6.2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended (42 USC § 2000e *et seq.*), and federal transit laws at 49 USC § 5332, Consultant agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" (41 CFR Chapter 60), and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965; 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. In addition, Consultant agrees to comply with any implementing requirements the FTA may issue.

13.6.3. Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 USC §§ 621-634); U.S. Equal Employment Opportunity Commission regulations, “Age Discrimination in Employment Act” (29 CFR Part 1625); the Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*); U.S. Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 CFR Part 90); and federal transit law at 49 USC § 5332, Consultant agrees to refrain from discrimination against present and prospective employees on the basis of age. In addition, Consultant agrees to comply with any implementing requirements the FTA may issue.

13.6.4. Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794); the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 *et seq.*); the Architectural Barriers Act of 1968, as amended (42 USC § 4151 *et seq.*); and federal transit law at 49 USC § 5332, Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, Consultant agrees to comply with any implementing requirements the FTA may issue.

13.7. **Disadvantaged Business Enterprises.**

If the City must adopt a Disadvantaged Business Enterprise (DBE) program, the parties will execute a written amendment so that this Agreement becomes subject to the City’s DBE program.

13.7.1. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The percentage of SMART’s overall goal for DBE participation will be determined when and if the City adopts a DBE program. Consultant will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

13.7.2. Consultant shall not discriminate on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate.

13.7.3. Consultant is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after Consultant’s receipt of payment for that work from the City. In addition, ***Consultant may not hold retainage from its subcontractors.***

13.7.4. Consultant must promptly notify the City whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Consultant may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of the City.

13.8. Program Fraud and False or Fraudulent Statements and Related Acts.

13.8.1. Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 USC § 3801 *et seq.*), and U.S. Department of Transportation regulations, “Program Fraud Civil Remedies” (49 CFR Part 31), apply to its actions pertaining to this Project. Upon execution of this Agreement, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted Project for which the Services are being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Consultant to the extent the Federal Government deems appropriate.

13.8.2. Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 USC Chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on Consultant, to the extent the Federal Government deems appropriate.

13.8.3. Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13.9. Suspension and Debarment.

13.9.1. Consultant must comply with and facilitate compliance with U.S. Department of Transportation regulations, “Nonprocurement Suspension and Debarment” (2 CFR Part 1200), which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)” (2 CFR Part 180). Consultant is required to verify that its principals, affiliates, and any subcontractors are eligible to participate in this federally funded Contract and are not presently declared by any federal department or agency to be debarred, suspended, proposed for debarment, voluntarily excluded, disqualified, or declared ineligible from participation in any federally assisted award.

13.9.2. Consultant is required to comply with Subpart C of 2 CFR Part 180, as supplemented by 2 CFR Part 1200, and must include the requirement to comply with Subpart C of 2 CFR Part 180 in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, Consultant has certified as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.10. Trafficking in Persons.

13.10.1. Consultant agrees that it and its employees that participate in the Project covered under this Agreement may not:

13.10.1.1. Withhold monthly progress payments;

13.10.1.2. Engage in forms of trafficking in persons during the period of time that this Agreement is in effect;

13.10.1.3. Procure a commercial sex act during the period of time that this Agreement is in effect; or

13.10.1.4. Use forced labor in the performance of the Agreement or any subcontracts thereunder.

13.10.2. Consultant agrees to comply, and assures the compliance of each subrecipient, with federal requirements and guidance, including:

13.10.2.1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g); and

13.10.2.2. The terms of this Section, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.

13.10.3. Consultant agrees to, and assures that each subrecipient will:

13.10.3.1. Inform the FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this clause; and

13.10.3.2. Include the substance of this clause in all agreements or subcontracts with recipients, subrecipients, suppliers, and subcontractors at every tier, including this requirement to flow down the clause.

13.11. Safe Operation of Motor Vehicles. Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that ban text messaging while using an electronic device supplied by an employer and driving a vehicle the driver owns or rents, a vehicle Consultant owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

13.12. Federal Changes. Consultant shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Consultant's failure to so comply shall constitute a material breach of this Agreement.

13.13. Violation and Breach of Contract; Termination. The clauses concerning violation and breach of this Agreement and termination of this Agreement can be found in **Section 16**, below.

13.14. No Obligation by the Federal Government.

13.14.1. The City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this contract.

13.14.2. Consultant agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13.15. Federal Transit Administration (FTA) Terms Controlling. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

Section 14. Indemnity

14.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any

and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct 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 the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 14.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

14.2. Standard of Care. In the performance of the Services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the 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 of this Agreement and within the prescribed timeframe.

Section 15. Insurance

15.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

15.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall

include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

15.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

15.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

15.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

15.1.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

15.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days'

written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

15.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

15.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 16. Early Termination; Default

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

16.1.1. By mutual written consent of the parties;

16.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

16.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

16.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the 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, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed

by the parties, if Contractor fails to cure prior to expiration of the cure period, the Contract is automatically terminated.

16.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, 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 the City under this Agreement.

16.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 20**, for which Consultant has received payment or the City has made payment.

Section 17. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services 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 Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 18. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement 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, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 19. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 20. Property of the City

Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City 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 the City upon request without additional compensation.

Section 21. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Kelsey Lewis, Grants and Programs Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Pivot Architecture PC
Attn: Burke Wardle
44 W Broadway, Suite 300
Eugene OR 97401

Section 22. Miscellaneous Provisions

22.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

22.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

22.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

22.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), 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 that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

22.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules 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.

22.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

22.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

22.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

22.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

22.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

22.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

22.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

22.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

22.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

22.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

22.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

22.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

22.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

22.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

22.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

CITY:

PIVOT ARCHITECTURE PC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No.: _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney
City of Wilsonville, Oregon



EXHIBIT A

SCOPE OF WORK

Project Overview

For the SMART facility upgrades, the identified objectives of this initial phase of work are threefold:

- Expand vehicle parking capacity to accommodate future fleet expansion.
- Provide fueling infrastructure to support a fleet consisting of gasoline, diesel, CNG, and battery electric vehicles.
- Install an automated vehicle wash.
- Address secured yard access with a wider gate and improved security features including a keypad/call box between the inbound and outbound sides of the driveway.

To complete this work, the design team is working from the following base assumptions:

- Existing fleet of 35 vehicles composed of: 18 CNG and diesel cutaways, 3 battery electric and 9 CNG buses, additional diesel and gasoline non-revenue vehicles.
- Proposed fleet expansion of 5 vehicles in service daily by 2028, assumed here to be up to eight (8) additional vehicles to account for spares. A split between 35- and 40-foot buses is assumed for total vehicle parking of at least 43 vehicles.
- Fueling station should accommodate fueling of public works vehicles arriving from the adjacent property.
- Public works vehicles will not use the vehicle wash.
- Charging infrastructure using standard plugs, ability for each charger to serve 2 or more vehicles per night in the future should be considered in locating the chargers and/or the site circulation.
- Existing electrical service switch gear is currently near capacity.
- Site grading will follow the original expansion plan developed during the construction of the facility in 2013.

Construction Delivery

The project will be constructed under the traditional Design/Bid/Build delivery method. The design team anticipates providing full Bidding phase services to support this process.

Construction Budget

The construction budget has yet to be determined.

Information to be Provided by the City

The City will provide the following information in a format to be utilized by the design team, with minimal modifications, if needed:

1. Survey including boundary, topography, and existing utility information in compatible digital format.
2. Geotechnical report including building foundation and pavement recommendations, as well as infiltration testing for storm water design.
3. The City's Project Requirements: standards for spaces, building systems, products, and procedures. This may be delivered in written or oral format.

Scope of Work and Work Plan

The project will provide design support from concept development through construction, split into three primary tasks, schematic design, design development and construction documents, and construction support. The scope for each of these tasks is described below.

30% Design Phase Tasks

Information Gathering (IG)

- IG-1: Project Start-up
- IG-2: Site Information
- IG-3: Project Administration

Schematic Design (SD)

- SD-1: Code Compliance
- SD-2: Conceptual Site and Building Layouts
- SD-3: Design Meetings
- SD-4: Cost Modeling
- SD-5: Project Administration

Final Design Phase Tasks

Design Development (DD)

- DD-1: Design Meetings
- DD-2: Design and Drawings
- DD-3: Outline Specifications
- DD-4: Equipment Design
- DD-5: Code Compliance
- DD-6: Cost Estimate
- DD-7: Project Administration

Construction Documents (CD)

- CD-1 Design Meetings
- CD-2 Design and Drawings
- CD-3 Construction Documents - Specifications
- CD-4 Code Compliance
- CD-5 Cost Estimate
- CD-6 Project Administration

Permit Application - (PA)

- PA-1 Submit Permit
- PA-2 Coordinate with Plan Review
- PA-3 Project Administration

Bidding- (BD)

BD-1 Distribution of Bid Documents
BD-2 Bid Period Activities
BD-4 Project Administration

CA-5 Submittals
CA-6 Review Pay Application
CA-7 Closeout
CA-8 Project Administration

Construction Administration - (CA)

CA-1 Pre-Construction Meeting
CA-2 Job Meetings
CA-3 Site Visits
CA-4 Clarifications and Change Orders

Post Construction Services - (PC)

PC-1 Electronic Record Documents
PC-2 Warranty Review
PC-3 Project Administration
PC-4 Post Occupancy Review

Detailed Scope of Work by Task:

Information Gathering

IG-1: Project Start-up: Goals, Requirements, Schedule, Budget

Identify project goals and requirements. Develop project schedule. Review project budget.

Tasks per Discipline:

PIVOT: Coordinate, attend and summarize the City Start-up meeting. Propose project schedule.

Deliverable(s):

1. Meeting Agenda, summary.

IG-2: Site Information

Assist the City to coordinate the geotechnical investigation and report prepared under separate contract. Provide requirements for any site boundary and topographical survey needed under separate contract. Coordinate check of available fire flow on site provided under separate contract.

Tasks per Discipline:

PIVOT: Identify probable boundaries of site development for Geotech.

CE: Advise regarding relevant site features to capture in survey.
Coordinate fire flow testing by others, as required.

SE: Assist the City's geotechnical engineer with anticipated maximum building loads.

LA: Advise regarding relevant site features to capture in survey.

Deliverable(s): None.

IG-3: Project Administration

Project management setup. Manage meetings, deliverables, quality control, and assignments, and maintain communication. Coordinate activities of the Design Team in the development of the project. Prepare monthly invoices.

Deliverable(s):

1. Monthly invoices.

Schematic Design

SD-1: Code Compliance

Comply with applicable codes. Conduct building code review. Refine draft code analysis of land use requirements applicable to the project. Determine buildable area and develop Code summary.

Tasks per Discipline:

PIVOT: Coordinate & lead design team. Provide architectural design and narratives.

All others: Coordinate development of design with applicable codes.

Deliverables: Code Summary

SD-2: Conceptual Site and Building Layouts

Informed by the conceptual work completed previously, develop two (2) optional site and building configurations that satisfy the stated project goals and Space Program needs. Review with City staff. Identify single preferred option to advance into future design phases.

Driveway adjustment:

- Coordinate safety system needs and identify potential products to support access for both authorized vehicles and deliveries.
- Define curb realignment to allow for two-way traffic past the security call box. Identify impacts to existing parking along the north edge of the site because of the modifications and incorporate replacement parking into the site concept.
- Identify a methodology for a non-staffed small package receiving facility, such as a drop box or chute.

Fuel and wash building:

- Develop building shell concept to support equipment identified by the industrial equipment designer.
- Test site circulation using Autoturn or similar vehicle path modeling testing the range of vehicles expected to use the site services from cars through to 40-foot buses. Civil engineering will also integrate

original project survey information and design to create an “as built” digital basemap upon which other design work will be based including utilities.

- Provide a catalog of potential wash and fueling equipment including dimensional requirements. Coordinate with the Architect and civil engineer on placement and circulation.

Bus Parking and charging infrastructure:

- Provide schematic layout of pavement expansion, parking spaces, battery electric chargers. Coordinate with industrial design on clearance requirements around chargers and other equipment, down line parking needs, and vehicle circulation. Safety should be considered to, if possible, minimize backing maneuvers. Review current stormwater management code and consider any additional stormwater storage requirements (assumed as pond expansion) to meet current code.

Tasks per Discipline:

PIVOT: Propose.

MEP: Create schematic MEP plans and narratives. Attend design team coordination meetings, 1 City Progress meeting.

CE: Create schematic plans and narratives. Attend design team coordination meetings.

LA: Create schematic plans and narratives. Attend design team coordination meetings, 1 City Progress meeting.

SE: Create structural system narrative. Attend design team coordination meetings.

Deliverable(s):

1. Presentation material as appropriate for each meeting (PIVOT),
2. Prepare outline specification and design drawings to describe the project at this stage of the design.

SD-3: Design Meetings

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

Assumed number of meetings, this phase:

(1) City pre-design meeting to discuss operational requirements, adjacencies, circulation, security, etc.

(2) City Progress Meetings

(2) Design Team Coordination Meetings,

Tasks per Discipline:

PIVOT: Prepare agendas, attend and facilitate meetings itemized above, and summarize.

MEP: Attend design team coordination meetings, 1 City Progress meeting.

CE: Attend design team coordination meetings.

LA: Attend design team coordination meetings, 1 City Progress meeting.

SE: Attend design team coordination meetings.

Deliverable(s):

1. Presentation material as appropriate for each meeting (PIVOT),
2. Meeting summaries (PIVOT).

SD-4: Cost Modeling

Based on the preferred option, prepare a quantity take off type cost estimate for one project scheme. Reconcile design scope with results.

Tasks per Discipline:

PIVOT: Coordinate cost estimating support efforts with all consultants. Provide A/S plans and narratives for CO to estimate.

MEP: Prepare Engineer's Opinion of Cost for incorporation into Estimate.

CE: Prepare Engineer's Opinion of Cost for incorporation into Estimate. LA: Provide plans and narratives for estimating by CO.

CO: Prepare cost estimate that includes all disciplines.

Deliverable(s):

1. Estimate.

SD-5: Project Administration

Project management activities. Manage meetings, deliverables, quality control, and assignments, and maintain communication. Coordinate activities of the Design Team in the development of the project. Prepare monthly invoices.

Deliverable(s):

1. Monthly invoices.

Design Development (DD)

The purpose of this phase is to refine the conceptual design and confirm the building systems.

DD-1: Design Meetings

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

Assumed number of meetings, this phase:

(6) Design Team Coordination Meetings,

(3) City Progress Meetings_

Tasks per Discipline:

PIVOT: Prepare agendas, attend and facilitate meetings itemized above, and summarize.

MEP: Attend all coordination meetings and up to 2 City Progress meetings.

CE: Attend all coordination meetings and 1 City Progress meeting.

LA: Attend all coordination meetings and 1 City Progress meeting.

SE: Attend all coordination meetings.

Deliverable(s):

1. Meeting presentation materials (PIVOT),
2. Meeting summaries (PIVOT).

DD-2: Develop Design

Based on the City's approved schematic design, prepare drawings to fully define the materials, systems, and layout of the project. Prepare initial engineering calculations. Communicate with other members of the design team to maintain quality control, coordination, and comply with instructions from the City and with prior approvals. Submit check sets to the City and the Architect for review and coordination. Make corrections requested by the City and the Architect consistent with scope of work.

Identify and confirm possible alternate bid items to be included in the project.

Revit model – MEP and Structural models to be integrated into and coordinated with architectural model. Weekly uploads expected.

Tasks per Discipline:

- PIVOT: Coordinate the overall architectural design development scope; lead the development and coordination effort of interior and exterior design for the design team, facilitate coordination between the City and the design team.
- MEP: Prepare mechanical, electrical and plumbing design development drawings. Coordinate with the Architect.
- SE: Prepare the structural design development drawings. Provide preliminary sizing of all primary structural framing. Structural drawings to include plans, sections and details. Coordinate with the Architect.
- CE: Prepare the civil design development drawings. Coordinate with the Architect.
- LA: Prepare the landscape architecture design development drawings. Coordinate with the Architect. Provide list of proposed plant materials for City review and approval.

Deliverable(s):

1. Various informal progress drawings necessary for coordination as requested by the Architect (ALL).
2. 75% DD Review Set including in-progress drafts of all plans, sections, and elevations that will be incorporated into the final set (ALL). This set to be used for cost estimating in DD-6.
3. 100% DD Set (ALL).

DD-3: Outline Specifications

Prepare initial draft of specifications focusing on materials and products.

Tasks per Discipline:

- PIVOT: Prepare DD draft of architectural and structural specification sections. Prepare draft of Division 0 & 1 Sections for review and coordination by the City.
- MEP: Prepare DD draft of mechanical, electrical & plumbing specification sections. Provide data sheets.
- SE: Review and provide edits to PIVOT of the structural specification sections.
- CE: Prepare DD draft of civil specification sections.
- LA: Prepare DD draft of landscape specification sections.

Deliverable(s):

1. At 75% DD Set: Review Set of outline specifications based on CSI Master Format.
2. At 100% DD Set: Review Set of 3-part technical specifications based on CSI Master Format.
3. Product Data Sheets for all proposed MEP equipment and systems, and landscape plant materials, for the City's Review.

DD-4: Equipment Design

Assist the City with planning, design and identification of equipment and systems identified in the SD phase.

Assist the City with evaluating the feasibility of incorporating the DIRTT wall system in this building. Coordinate with DIRTT manufacturer's representatives.

Tasks per Discipline:

PIVOT: Coordinate design team.

CE: Develop equipment selection, details, and requirements.

MEP: Coordinate with CE to develop MEP systems to support equipment.

Deliverable(s):

1. Schedules, lists, and cutsheets, and narratives.

DD-5: 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:

PIVOT: Lead code compliance efforts.

All others: Coordinate development of design with applicable codes.

Deliverable(s):

1. Updated code drawings (PIVOT).

DD-6: Cost Estimate

Based on the 75% complete documents, prepare a quantity take off type cost estimate for the project. With consultant team members, identify bid alternates for approval by the City.

Tasks per Discipline:

PIVOT: Coordinate cost estimating support efforts with all consultants. If needed, lead a Value Engineering session with the City and Design Team to identify ways to reduce the project construction cost and reconcile the project budget.

CO: Prepare cost estimate that includes all disciplines.

All others: Answer questions and support cost estimation efforts.

Deliverable(s):

1. Estimate.
2. Recommendations for bid alternatives.

DD-7: Project Administration

Coordinate with the City, coordinate with design consultants, and prepare monthly invoices. Manage meetings, deliverables, quality control, and assignments, and maintain communication. Coordinate activities of the Design Team in the development of the project. Participate in the development of the project.

Tasks per Discipline:

PIVOT: Maintain project schedule, identify deliverable milestones, coordinate consultant attendance at design team and City meetings, coordinate and collaborate as needed as noted above.

Deliverable(s):

1. Monthly invoices.

Construction Documents (CD)

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.

CD-1 Design Meetings

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

Number of meetings, this phase:

(6) Design Team Coordination Meetings –approximately bi-weekly for 12 weeks,

(3) City Progress Meetings_

Tasks per Discipline:

PIVOT: Prepare agendas, attend and facilitate meetings itemized above, and summarize.

MEP: Attend 8, 1-hour meeting(s) this phase.

CE: Attend 6, 1-hour meeting(s) this phase. LA:

Attend 6, 1-hour meeting(s) this phase. SE:

Attend 4, 1-hour meeting(s) this phase.

Deliverable(s):

1. Meeting summary after each meeting (PIVOT).

CD-2 Design and Drawings

General: Based on approved Design Development documents and budget, along with the City, Architect, and Consultant 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 City and with prior approvals.

Revit model – MEP and Structural models to be integrated into and coordinated with architectural model. Weekly uploads expected.

Milestones: Consultants to submit PDF check sets and REVIT models to the Architect for review and coordination at milestones identified. Make corrections requested by the Architect consistent with scope of work. Prepare engineering calculations and other documentation as required by the project and for jurisdictional review. Incorporate bid alternates identified by team into documents where appropriate.

Packages: Assume a single bid package.

The City'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:

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

MEP: Prepare the mechanical, electrical and plumbing drawings of this task. Show fire sprinkler main lines and head layouts in selected areas of the building. Coordinate with the City's Technology Services Department staff.

SE: Prepare the structural document packages consisting of structural drawings and related calculations. Assist Architect/others with coordination and development of details related to structure.

CE: Prepare the civil drawings of this task.

LA: Prepare the landscape architecture drawings of this task.

Deliverable(s):

1. 50% Complete CD Review Set including in-progress drafts of all drawings that will be incorporated into the final set, and for cost estimate
2. 95% Complete CD Review Set including in-progress drafts of all drawings that will be incorporated into the final set, and for cost estimate
3. 100% Complete CD stamped drawings in unlocked, PDF format for collation into final set.
4. Updated Revit Models and AutoCAD Exports (with bound Xref's)

CD-3 Construction Documents – Specifications

Author the Project Manual and Specifications based on 3-part CSI Master format. Consultants to provide specifications for project elements in their purview in compatible format.

Tasks per Discipline:

PIVOT: Provide specifications for Divisions 0, 1, 2-14, and portions of 32.

MEP: Provide mechanical, electrical and plumbing specification sections (~21-28).

SE: Review and provide edits to PIVOT of applicable structural specification sections.

CE: Provide civil specification sections (31, portions of 32, 33.)

LA: Provide landscape specification sections, (portions of division 32).

Deliverable(s):

1. 50% Complete CD Review Set: In-progress drafts of all required specification sections.
2. 95% Complete CD Review Set: In-progress drafts of all required specification sections.
3. 100% Complete CD Stamped Specifications.

CD-4 Code Compliance

Comply with applicable codes. Document analysis of building, energy and land use codes requirements applicable to the project.

Tasks per Discipline:

All: Coordinate development of design with applicable codes.

Deliverable(s):

1. Updated code sheets and required energy compliance documentation.

CD-5 Cost Estimate

Prepare quantity takeoff type cost estimates based on 50% and 95% complete construction document sets.

Tasks per Discipline:

PIVOT: Coordinate with all consultants, review and summarize bid alternatives.

CO: Prepare cost estimates that include all disciplines.

All others: Answer questions, assist CO as needed.

Deliverable(s):

1. Cost Estimates.

CD-6 Project Administration

Coordinate with the City. Coordinate with design consultants. Manage meetings, deliverables, quality control, and assignments, and maintain communication. Prepare monthly invoices. Refine project schedule, identify deliverable milestones, coordinate consultant attendance at City meetings.

Tasks per Discipline:

All: As noted above.

Deliverable(s):

1. Monthly invoices.

Permit Application - (PA)

The purpose of this phase is to obtain a building permit from the authorities having jurisdiction. Assume fire and life safety, land use and site review by City of Wilsonville.

PA-1 Submit Permit

Prepare permit application(s), and submit along with required sets of documents, including engineering calculations. Attend City Building Department plan review intake meeting.

Tasks per Discipline:

PIVOT: Prepare permit submittal application and submit.

- MEP: Provide energy code compliance forms.
- CE: Prepare storm and sanitary sewer calculations
- SE: Provide structural engineering calculations and list of Special Inspections and structural observations. Assist Architect/the City with special inspection agreement.

Deliverable(s):

1. Erosion control permit application.
2. Building permit application(s).
3. Print permit application sets of construction documents as a reimbursable expense.

PA-2 Coordinate with Plan Review

Review and respond to plan review comments.

Tasks per Discipline:

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

All others: Respond to the plan review comments applicable to discipline and coordination with PIVOT.

Deliverable(s):

1. Response letter to local jurisdiction's permit review letter.

PA-3 Project Administration

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

Tasks per Discipline:

All: As noted above.

Deliverable(s):

1. Monthly invoices.

Bidding - (BD)

The purpose of this phase is to assist the City with the bidding process. Assume separate bid periods for demolition of the existing building, and the building and site work construction.

BD-1 Distribution of Bid Documents

PIVOT will coordinate with the City to assist with bidding for one bid package. The City will post and maintain the bid documents on the State procurement website. The City will issue Advertisement for Bids.

Tasks per Discipline:

PIVOT: Assist the City to distribute the construction documents.

Deliverable(s):

1. Draft Advertisement for Bid.

BD-2 Bid Period Activities

Coordinate the preparation and distribution of addenda, respond to bidders' questions, review substitution requests, attend bid opening conducted by the City for one bid package. Design team will issue a consolidated IFC set that includes changes from the Permitting and Bidding phases.

Tasks per Discipline:

PIVOT: Coordinate design bid activities, including tasks listed above. Host up to two pre-bid meetings for each bid package.

All others: Respond to bidder's questions and substitution requests; provide applicable addenda information to PIVOT.

Deliverable(s):

1. Addenda as required for distribution on State procurement web page.
2. Consolidated drawing and specifications including revisions from the Permitting and Bidding phase.

BD-3 Project Administration

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

Tasks per Discipline:

All: As noted above.

Deliverable(s):

1. Monthly invoices.

Construction Administration - (CA)

The purpose of this phase is to review the progress of the work, and to clarify the design intent with the contractor.

CA-1 Pre-Construction Meeting

Attend Preconstruction meeting with the City and General Contractor. Review project requirements, project records, communications, schedule, submittal log, and other construction procedures.

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 City, key consultants, General Contractor, and sub-contractors as needed.

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

Number of meetings, this phase: Weekly meetings over roughly 11 months of construction.

Tasks per Discipline:

PIVOT: Attend all meetings. Assume contractor summarizes meetings.

Consultants: Attend as needed.

CA-3 Site Visits

Visit job site and observe construction, and generally endeavor to see that the project is built in general 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 General Contractor. Maximum number of visits as listed below.

Tasks per Discipline:

PIVOT: Conduct up to 12 field visits in addition to project meetings, summarize, and distribute to the City.

MEP: Conduct up to 6 field visits.

SE: Conduct up to 6 field visits. CE:

Conduct up to 4 field visits. LA:

Conduct up to 4 field visits.

Deliverable(s):

1. Brief report from each time on site.

CA-4 Clarifications and Change Orders

Respond to a reasonable number of requests for clarification information from the General 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:

PIVOT: Lead design team efforts in the coordination of clarification and change orders.

All others: 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

Prepare a list of required submittals and inspections based on specifications sections prepared by the respective consultant(s) for use during CA. Review shop drawings, samples, test reports, product data, Payment Applications, and other required submittals. Process reviews in a timely manner, assuming also a reasonable interval of time is allowed for response. Provide review comments and approval. Maintain submittal log. Coordinate concurrent reviews with the City of selected submittals. Assume a typical submittal will require a single review. Certain complex submittals are assumed to require up to two reviews. Further, assume submittal reviews that require more than two reviews to be performed as additional services.

Tasks per Discipline:

PIVOT: Lead design team efforts in the coordination of submittals.

All others: Coordinate submittal review for applicable discipline with PIVOT.

Deliverable(s):

1. Reviewed submittals

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 the City along with PIVOT review letter.

Tasks per Discipline:

PIVOT: Lead design team efforts in the review of pay applications.

All others: 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 General Contractor and the City. Conduct a second review upon written notice from the contractor of completion of all items.

Tasks per Discipline:

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

All others: Review closeout submittals for this discipline, and forward recommendation to PIVOT; conduct punch list review and provide punch list to PIVOT.

Deliverable(s):

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

CA-8 Project Administration

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

Tasks per Discipline:

All: As noted above.

Deliverable(s):

1. Monthly invoices.

Post Construction Services - (PC)

The purpose of this phase is to conduct the 11-month walk through and review electronic record documents provided by CM/GC.

PC.1 Electronic Record Documents

Review General Contractor's marked up Project Record Documents. Prepare set of digital, as-designed record drawings for use in managing the building's maintenance operation and future remodel work.

Tasks per Discipline:

PIVOT: Lead design team efforts in distributing and managing review process. Prepare electronic project record documents based on bid set, change orders, RFI's and General Contractor's Project Record Documents.

All others: Review electronic drawings from pertinent discipline based on known construction activity and provide to PIVOT.

Deliverable(s):

1. Reviewed electronic drawings. Copies of each sheet in the CD Set in PDF, AutoCAD (with bound Xref's) and the Revit Model.

PC.2 Warranty Review

Review project 11 months after Substantial Completion, and prepare a list of outstanding warranty items.

Tasks per Discipline:

PIVOT: Lead design team efforts in the warranty review process.

MEP: Conduct 11-month review and provide list of incomplete and/or substandard items to PIVOT.

Deliverable(s):

1. List of outstanding warranty items.

PC.3 Project Administration

Coordinate with the City, coordinate with design consultants, and prepare monthly invoices. Manage deliverables, quality control, and assignments, Maintain communication.

Tasks per Discipline:

All: As noted above.

Deliverable(s):

1. Monthly invoices.

Excluded / Optional Additional Services

The following services are not included, but may be added as additional services.

1. Design or Construction meetings in excess of those listed above.
2. Deliverables in excess of those listed above.
3. Additional graphic renderings, video fly throughs of building or site, or physical models.
4. Bid packages in excess of the one identified.
5. Alternate designs for cost/value comparisons in excess of those identified above.
6. Post occupancy evaluation.
7. Other services not specifically listed above.

Schedule

It is anticipated that the 30% design phase will be complete by September 2023. A short pause is anticipated while the City reviews the documentation and aligns budgets. Once a notice to proceed is given for final design, a schedule will be finalized for that portion of the work.

FEE PROPOSAL MATRIX

FEE PROPOSAL SUMMARY													
Project Name	SMART Facility	233299	PIVOT										
Date	5/23/2023			Mechanical	Electrical	Plumbing	Low Voltage	Structural	Civil	Equipment	Estimating	Landscape	Total
30% DESIGN PHASE													
Information Gathering (IG)			\$7,000	\$1,500	\$2,200	\$1,800	\$1,300	\$1,600	\$3,054	\$3,152	\$1,433	\$23,039	
Schematic Design (SD)			\$27,400	\$3,520	\$11,110	\$5,020	\$5,570	\$4,750	\$19,489	\$19,701	\$9,000	\$114,782	
ST - 30% Design Phase												\$137,821	
FINAL DESIGN PHASE													
Design Development (DD)			\$72,000	\$3,570	\$11,550	\$3,570	\$4,620	\$13,750	\$29,625	\$24,857	\$3,000	\$15,035	\$181,577
Construction Documents (CD)			\$126,000	\$6,930	\$23,100	\$6,930	\$9,240	\$25,850	\$56,289	\$29,993	\$5,500	\$16,177	\$306,009
Permit Application - (PA)			\$7,300	\$315	\$1,155	\$315	\$420	\$1,100	\$3,376	\$3,419	\$1,265	\$18,665	
Bidding- (BD)			\$6,800	\$315	\$1,155	\$315	\$420	\$1,000	\$1,001	\$6,314	\$316	\$17,636	
Construction Administration - (CA)			\$97,500	\$3,570	\$11,550	\$3,570	\$4,620	\$8,250	\$10,992	\$9,316	\$4,029	\$153,397	
Post Construction Services - (PC)			\$7,300	\$210	\$630	\$210	\$210	\$1,100	\$860	\$7,283	\$632	\$18,435	
ST - Final Design Phase												\$695,719	
ST			\$351,300	\$19,930	\$62,450	\$21,730	\$26,400	\$57,400	\$124,686	\$104,035	\$17,500	\$48,109	\$833,540
EXPENSES			\$11,400	\$800	\$500	\$800	\$500	\$1,200	\$200	\$1,700	\$200	\$884	\$18,184
GTTL			\$362,700	\$20,730	\$62,950	\$22,530	\$26,900	\$58,600	\$124,886	\$105,735	\$17,700	\$48,993	\$851,724

EXHIBIT B
RATE SHEET

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