

OREGON CITY PUBLIC WORKS PERSONAL SERVICES AGREEMENT

2016 PUBLIC WORKS OPERATIONS MASTER PLAN UPDATE (CI 16-015)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between:

CITY OF OREGON CITY ("City")

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: Martin Montalvo

and

DECA ARCHITECTURE, INC. ("Consultant")

DECA Architecture, Inc.
935 SE Alder Street
Portland, OR 97214
Attention: David Hyman

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement shall be from the date the contract is fully executed until **October 31, 2017**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. **Compensation.** City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **Seventy-six thousand nine hundred ninety-two and .00/100 dollars (\$76,992.00)**.

3. **Scope of Services.** Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. **Standard Conditions.** This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. **Schedule.** The components of the project described in the Scope of Services shall be completed according Term, above.

6. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned

herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 1st day of November, 2016.

CITY OF OREGON CITY

By: 

Title: John M. Lewis
Public Works Director

DATED: 10-19, 2016.

DECA ARCHITECTURE, INC.

By: 

Title: Principal

DATED: 11-01, 2016.

By: 

Title: Anthony J. Konkol III
City Manager

DATED: 10-19, 2016.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: 10/19/16

APPROVED AS TO LEGAL SUFFICIENCY:

By: 

City Attorney

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deca architecture.inc

October 5, 2016

Martin Montalvo
Operations Manager
OREGON CITY PUBLIC WORKS
122 S. Center Street
Oregon City, OR 97045

RE: OCPW Master Plan Land Use Application

Dear Martin,

The following is a proposed scope of work and fee to assist the Oregon City Public Works Department in applying for an amendment to the General Development Master Plan for the Operations Center at 122 S. Center Street, approved in 2009 and a new Detailed Development Plan for Phase I of the master plan: Since some of the design materials required for the application will have been completed as part of the "2015 Public Works Operations Center Master Plan" (CI 15-010), currently in progress, this proposal includes the remainder of fee required to complete the land-use application. Our understanding is that the implementation of Phase I will include the following order of work:

Phase I Plan

- 1) Acquire armory, perform deferred maintenance
- 2) Move materials and equipment from existing upper site building into Armory
- 3) Demolish existing upper yard buildings
- 4) Regrade site, add underground utilities
- 5) Build new storage building on upper site. Build new office building, covered parking, paving, bins.
- 6) Move materials and equipment from Armory into the new Storage building
- 7) Remodel Armory, move Fleet Shop from lower yard into Armory
- 8) Landscape upper site
- 9) Build elevator

Phase II Plan

- 1) Demolish all buildings on lower site.
- 2) Demolish asphalt paving
- 3) Build new covered and indoor truck parking structures
- 4) Build public ROW improvements (sidewalk, curbs and curb-cuts)
- 5) Re-pave and re-stripe lower site

- 6) Install cistern, bins and stairway to upper level
- 7) Improve parking lots on west side of S. Center Street.

The following is a detailed description of our proposed scope of services required to complete the master plan application:

SCOPE OF SERVICES

- Prepare schematic site plan, floor plans and building elevations for all new buildings on the upper and lower sites and the Armory remodel
- Prepare utility and grading plan for the upper site
- Prepare landscape plan for the upper site
- Prepare one 3-D rendering of the upper site and one 3-D rendering of the lower site

Cost Analysis

- Prepare cost estimate of option

Deliverables

- Narrative response describing changes to the previously approved General Development Master Plan
- Narrative describing the Phase I Detailed Development Plan
- Architectural site plan
- Site utility and grading plan for Phases I and II development
- Landscape plan for Phase I development
- Schematic floor plans of all buildings in Phase I, including the Armory
- Exterior elevations of all new Phase I buildings and the sides of the Armory that will be modified
- (1) - Cost estimate for Phases I and II
- (2) 3D Renderings
- Powerpoint presentation for public meetings

Meeting Summary

- (2) – Meetings with Division Heads
- (4) – Meetings with Steering Committee
- (1) – Meeting with the McLoughlin Neighborhood Association
- (1) - Meeting with Citizen Involvement Committee
- (1) –Meeting with Planning Dept. prior to Pre-App Meeting
- (1) - Pre-App Meeting
- (2) - Meetings with HRB
- (1) - Meeting with City Commission
- (1) - Meeting with Planning Commission to present proposed design

Sub-Consultants

- Civil Engineer(see HHPR's attached scope of services and exclusions)

- Cost Estimator (see ACC's attached scope of services and exclusions)
- Lango Hansen (see LH's attached scope of services and exclusions)
- Barney & Worth (see B&W's attached scope of services and exclusions)

Not Included in Scope of Work

- Construction Documents
- Geotechnical Investigation
- Environmental Report
- Surveying
- Permit fees and system development charges
- Meetings in excess of those described above
- Changes to documents after client has approved design

Estimated Fee

Based on the assumptions for the scope of work listed above, we agree to provide architectural and engineering services on an hourly not-to-exceed basis. Since some of the work overlaps with the previous contract in progress, "Master Plan Update 2015", the following fee represents the estimated balance to complete the scope of work listed above after the fee from the previous contract has been expended:

Architectural Services.....	\$43,854
Public Engagement Coordinator - Barney and Worth (fee +10%)....	\$17,798
Landscape (upper site) – Lango Hansen (fee +10%).....	\$12,540
Reimbursable Expenses.....	<u>\$2,800</u>

Total Architectural and Engineering..... \$76,992

Optional Services

Landscape (lower site) – Lango Hansen (fee +10%).....	\$4,950
Additional 3D Renderings.....	\$1,600/each
Additional Meetings.....	hourly

DECA Architecture, Inc. will invoice on an hourly basis on a monthly cycle. Any additional authorized work beyond the scope of basic architectural and engineering services listed above will be billed on an hourly basis at the following rates (consultant rates may differ):

Principal:	\$130/hour
Senior Technical Architect:	\$95-110/hour
Technical and Design Support Staff:	\$55-75/hour
Clerical Staff:	\$45/hour

Reimbursable expenses, such as mileage, reproduction costs, postage and delivery, materials and supplies, etc. are billed at cost plus 10%. Owner approved Consultant Services under contract with DECA will be billed at invoice cost of services and expenses plus 10%.

DURATION OF AGREEMENT

The terms of this agreement will be valid for a period of 12 months from the date of signature.

AGREEMENT

If the scope of services, the proposed fee listed above and the attached Terms and Conditions meet with your approval, please sign and date below:

Signed: _____
(Authorized Representative)

Date: _____

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Hyman', with a stylized flourish at the end.

David Hyman, AIA, LEED AP
Principal

BARNEY & WORTH, INC.**www.barneyandworth.com**1211 SW FIFTH AVE, STE 2330
PORTLAND, OR 97204-3732
503/222-0146 phone247 COMMERCIAL ST NE, STE 204
SALEM, OR 97301-3411
503/585-4043 phone320 SW UPPER TERRACE DR, STE 102
BEND, OR 97702-1384
541/389-7614 phone**Oregon City Public Works Master Plan**
Public Engagement Scope of Work (Rev. 9/15/16)**Introduction**

Oregon City is moving ahead with gaining land use approval for their updated Master Plan. The site plan for the future Public Works Facility has been updated with extensive public input. The changes to the site include more neighbor friendly buffers, smaller building footprints and other improvements. Staff is committed to continued public engagement through the land use process. The recommended scope of work presented below covers activities through land use applications submittal.

Tasks**1. Public Engagement Plan**

Barney & Worth will draft a concise public engagement plan for the land use process. The plan would include public engagement tasks, tools, schedule and assignments.

2. Facilitate Public Meetings

The consultant will provide meeting facilitation services for two MNA meetings.

3. Support Land Use Meetings

The consultant will support team development of a PowerPoint and an information sheet and will attend two Steering Committee meetings.

4. Land Use Applications

Barney & Worth will write an executive summary for the land use applications that covers the need for the facility, the public engagement effort, key neighborhood friendly updates, and other application highlights. The consultant will also prepare a Public Engagement section for the application that documents public input in the site layout and design.

Schedule

September/October 2016 – February/March 2017

Proposed Budget

Barney & Worth, Inc. proposes to complete the assignment for a not-to-exceed amount of \$16,815, including professional services and reimbursable expenses:

Tasks	Estimated Hours			Totals
	Libby Barg Principal	Kimi Sloop Associate	Julie Hunter Research Associate	
Hourly Rate	\$210	\$160	\$120	
1. Public Engagement Plan	2	2	2	6
2. Facilitate Public Meetings	16	12	4	32
3. Support Land Use Meetings	12	12	4	28
4. Land Use Applications	12	8	6	26
Totals	42	34	16	92
Labor Cost	\$16,180			
Expenses*	<u>635</u>			
Total	\$16,815			

*Expenses include: Printing & photocopies, travel, telecommunications, postage & delivery, meeting expenses.

August 26, 2016

David Hyman, AIA, LEED AP, Principal
deca ARCHITECTURE . INC
935 SE Alder Street, Portland, Oregon 97214

Dear David:

Thank you for the opportunity to submit this proposal for the updated land-use review for the City of Oregon City's Public Works Yard. We understand that Lango Hansen will primarily provide landscape plans for this land-use effort. The Oregon City code requirements include: "A landscaping plan, drawn to scale, showing the location and types of existing trees (six inches or greater in caliper measured four feet above ground level) and vegetation proposed to be removed and to be retained on the site, the location and design of landscaped areas, the varieties, sizes and spacings of trees and plant materials to be planted on the site, other pertinent landscape features, and irrigation systems required to maintain plant materials."

Based on our experience, we will need to provide full planting plans that will include the size, spacing and species of all plant materials. The code also requires an irrigation system however we have just provided notes with previous land-use submittal that state an irrigation system will be provided. We anticipate attending the following meetings:

2 Steering Committee Meetings
2 Neighborhood Meetings
Coordination Meetings
Land Use Meetings

Once the building layout and parking/loading areas are determined, we will provide a series of design overlays for potential landscape planting strategies. Based on feedback we receive, we will consolidate the ideas into a single plan and provide documentation. We assume that there may be some minor tree removal and potential mitigation will be included in our plans.

Products:
Illustrative Site Plan
Planting Plan

We have provided separate fees for the upper site and lower site.

Upper Site	\$11,400
Lower Site	\$4,500
<hr/>	
TOTAL	\$15,900

Thank you for the opportunity to submit this proposal. Please let me know if you have any questions or comments.

Sincerely,
Lango Hansen Landscape Architects



Kurt Lango
Principal